

**Khutani Small Hydro Electric Project (21 MW)****CONTRACT NO. KPCPL/CON/CW-II/2017-18/01****Tender for Civil Work – Package II for development of 21 MW Khutani SHEP,**

Construction of Intake, Adit 1, Head Race Tunnel from Chainage 0.00m to 2700.00m  $\pm 100$  m., tunnel boring, mucking, lining, grouting and finishing as desired and stipulated in technical specifications and drawings complete in all respect including all labour, machineries, tool and plants with dumping of mucks at designated areas upto a lead of +1.50Km., plugging of Adit with 'Hinged Gate' etc.

<b>VOLUME-I</b>	<b>: Invitation for Bids, Instructions to Bidders, Bid Data Sheet, General Conditions of Contract, Sample Forms and Procedures, Evaluation and Qualification Criteria</b>
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<b>VOLUME-II</b>	<b>: Technical Specification</b> Part 1: General Technical Specification(GTS) Part 2: Particular Technical Specifications (PTS)
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<b>VOLUME-III</b>	<b>: Bill Of Quantity (BOQ)</b>
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<b>VOLUME-IV</b>	<b>: Tender Drawings</b>
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**VOLUME -I****TABLE OF SECTIONS**


<b>SECTION I:</b>	<b>INVITATION FOR BIDS</b>	Error! Bookmark not defined.
<b>SECTION II:</b>	<b>INSTRUCTIONS TO BIDDERS</b>	<b>11</b>
<b>SECTION III:</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	<b>35</b>
<b>SECTION IV:</b>	<b>BID DATA SHEET</b>	<b>63</b>

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: I
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 3 OF 77

## TABLE OF CONTENTS

### SECTION I: INVITATION FOR BIDS Error! Bookmark not defined.

1.0	INTRODUCTION	4
2.0	GENERAL CLIMATIC CONDITIONS	5
3.0	TOPOGRAPHY, PHYSIOGRAPHY AND GEOLOGY	6
4.0	GEO-TECHNICAL INVESTIGATION DATA	7
5.0	TOPOGRAPHICAL SURVEY DATA	7
6.0	STATUTORY REQUIREMENT	7
7.0	FOSSILS	7
8.0	SCOPE OF WORKS	7
9.0	CONTRACT TERMINAL POINTS	9
10.0	PROGRESS REPORTING	9
11.0	OWNERS EQUIPMENT:	9
12.0	SITE FACILITIES	9
13.0	ADVERTISEMENT	10

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: I</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 4 OF 77</b>

## GENERAL

### 1.0 INTRODUCTION

Khutani Power Company Private Limited (KPCPL) is developing 21 MW run of the river Khutani Small Hydro Electric Power Project on Sarju River in Uttarakhand. The intended purpose of this tender is to select a Contractor with adequate technical and financial capabilities who shall complete Package II work of tunnel and make them fully functional.


The project is located in Gangolihat block of Pithoragarh District. The diversion weir is located just downstream of the confluence of Sarju River with Bhadragad nalah (joining from the left bank) and is at a distance of about 12 km from Bageshwar. The project site is near village Batgari and is accessible by road from Bankot at a distance of 9km or from Bageshwar at a distance of 12km. The diversion weir is about 250 meter downstream of walkway bridge.

The Geographical coordinates of the scheme are:

Diversion weir	Powerhouse
N 29° 47'03"	N 29° 44'46"
E 79° 49'25"	E 79° 50'41"

The project site is located at a distance of about 177 km from the nearest rail head at Kathgodam and 110 kms from the district headquarters at Pithoragarh, 84 kms from Almora, 12 kms from Bageshwar and 502 km from Delhi.

The work to be performed under this contract is "Construction of Intake, Adit 1, Head Race Tunnel from Chainage 0.00m to 2700.00m  $\pm$ 100m. tunnel boring, mucking, lining , grouting and finishing as desired and stipulated in technical specifications designs and drawings complete in all respect including all labour, machineries, tool and plants with dumping of mucks at designated areas upto a lead of +1.50Km., plugging of Adit with 'Hinged Gate' etc".

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: I
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 5 OF 77


1.1 Contractor shall arrange/provide all labour, materials including cement, reinforcement steel, structural steel, sand aggregates, admixtures, explosives etc., consumables including fuel, standby construction power, Contractor's plant and equipment, temporary works, temporary access to site, labour and staff colony, transportation and all incidental items not shown or specified but reasonably implied or necessary for the completion and proper functioning of this structure of Hydro Power Plant under the Scope, all in strict accordance with the Specifications and drawings including revisions and amendments thereto as may be required during the execution of the work.

1.2 The work shall be carried out according to the detailed design and drawings to be developed by the Owner / Consultant". The Bidder shall visit and inspect the site, examine and obtain all information required and satisfy himself regarding matters and things such as access to site, facilities offered by the Owner, communications, transport, right of way, the type and number of equipment and facilities required for the work, availability of local labour, construction materials, etc., and their rates, local socio-economic working conditions, weather, flood levels, survey data, subsoil conditions, bedrock condition, natural drainage, rules and regulations laid by Government and Local Authorities, taxes, levies, duties etc.

Ignorance of the site conditions shall not be accepted by the Owner as basis for any claim for compensation or extension of time. Contractor has to make necessary pumping arrangement at his own cost. The submission of the Bid by the BIDDER will be construed as evidence that such an examination was made and satisfied upon and any later claims / disputes in this regard shall not be entertained or considered by the Owner.

## 2.0 **GENERAL CLIMATIC CONDITIONS**

The project area is cold in winter with temperature going down to 5°C. In summer the temperature reaches 36°C. The mean annual temperature is 18°C. The mean annual rainfall in the project area 1250 mm. The relative

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: I</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 6 OF 77</b>

humidity varies from a minimum of 25% in winter to about 90% during rainy season.

### **3.0 TOPOGRAPHY, PHYSIOGRAPHY AND GEOLOGY**

3.1 Uttaranchal consists of three major physiographic units, viz. Siwalik or Outer Himalayas, Himachal or Lesser Himalayas and Himadri or Greater Himalayas.


3.2 Sarju River is a tributary of the Mahakali River which is again a tributary of the river Ganga. Sarju river originates from the Kautela Dhar range of the Himalayas. Sarju flows through Kapkot, Bageshwar, Sheraghat in a south – easterly direction to join with Ramganga river, flowing on its eastern boundary, at Rameshwar (456 m msl) and flows with the name of Sarju in a south-easterly direction to join Mahakali River downstream of Ghat. The total length of the Sarju river from its origin upto its confluence with Ramganga at Rameshwar is 112.69 Km.

3.3 Sarju River originates from Kautela Dhar (3935 m) and Pankhowar dhar (4114 m). It is bounded on the eastern side by mountain ranges namely Malla dhar (3452 m), Man dhar (3268 m) Korangyan dhar (3281 m), Landhwa dhar. On the western side, the Bajuling dhar (3463 m) separates its basin from that of the Pindar River.

From the west side, streams emerging from Bajuling Dhar (3463 m) and Dhakuri dhar join Sarju upstream of the project site.

The length of the river from its origin upto the proposed diversion dam site along its traverse is 54.73 Kms. During this traverse the river descends from an elevation of 3440 m to 780 m msl at the diversion dam site.

3.4 The river is generally rain-fed. However during summer, the snow in the higher reaches which have fallen during the previous winter, melt to maintain a perennial flow in the river. Further, the river flow is augmented by the springs and drainage from the subterranean aquifers in the mountain ranges along the river course.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: I</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 7 OF 77</b>

#### **4.0 GEO-TECHNICAL INVESTIGATION DATA**

Report on Geo-technical Investigation which has been carried out at the Project site is available at Owners Head Office, if desired by the Bidder a copy can be collected by the prospective Bidder. If the Bidder requires further sub soil data for his own design and engineering, he may carry out the desired site investigations at his own cost.

#### **5.0 TOPOGRAPHICAL SURVEY DATA**

The Owner has carried out a Topographic survey of the project area and drawings covering the contour survey are shown in on bid drawings, of this Bid document for the reference of the Bidder.

The successful Bidder/Contractor shall independently check and verify the survey data furnished by the Owner prior to commencement of Work.

#### **6.0 STATUTORY REQUIREMENT**

Contractor shall comply with all the applicable statutory rules and laws pertaining to works in Uttarakhand.


#### **7.0 FOSSILS**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall (as between the parties) be the property of the Owner. The Contractor shall take reasonable precautions to prevent his staff & labour, his sub-contractor's staff and labour or other persons from removing or damaging any such article or thing. The Contractor shall, immediately upon discovery of such article or thing, advise the Owner or Owner's Representative, who may issue instructions for dealing with it.

#### **8.0 SCOPE OF WORKS**

The principal elements of the Contractor's scope of work shall consist of but not be limited to the following:


- 8.1 The work to be performed under this contract is civil works for Package II, Construction of Intake, Adit 1, Head Race Tunnel from Chainage 0.00m to


 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: I
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 8 OF 77

2700.00m  $\pm$ 100m. tunnel boring, mucking, lining, grouting and finishing as desired and stipulated in technical specifications and drawings complete in all respect including all labour, machineries, tool and plants with dumping of muck at designated areas upto a lead of +1.50Km., plugging of Adit with 'Hinged Gate' etc.

## 8.2 General Work:

- a) Conduct additional confirmatory site investigations required, if any, by the Contractor
- b) Site grading of Project area.
- c) Access to work front shall be developed and maintained by the Contractor during project execution till the completion of work.
- d) Provision of temporary Works such as staff quarters, camps and office facilities with owner's sitting room, stores, sanitary facilities, open yards, etc. for Contractor's own use. These Facilities shall be demolished after completion of project work and clear land is to be handed over to the Owner.
- e) Arranging and distribution of construction power including standby power. Construction power at one point will be provided by Owner.
- f) Arranging and distribution of potable and construction water.
- g) Implementation of Environmental Mitigation and Monitoring Plan as per EIA.
- h) Preparation and implementation of a Quality Assurance and Monitoring Plan.
- i) Preparation of method statements and safety guidelines for each task.
- j) Interaction with the local populace for ensuring smooth, unobstructed and continuous works at site, as also dealing with local problems of Socio-economic and other nature.

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: I									
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 9 OF 77									
<div data-bbox="346 353 1358 492"> <p>k) Provision of 'Hinged Gate' at inlet of Adit, with provision of a water-tight manhole on the plugging for construction for entry in water conductor system through the adit for future requirement.</p> </div> <div data-bbox="237 539 1358 624"> <p><b>8.3</b> Estimated Value of work: the estimated value of work is <b>INR 25 Crore (Indian Rupees Twenty Five Crores).</b></p> </div> <div data-bbox="237 672 799 707"> <p><b>9.0 <u>CONTRACT TERMINAL POINTS</u></b></p> </div> <div data-bbox="346 736 1152 824"> <p>The Contract terminal point: Civil works: From HRT Intake to Chainage 2700.00m <math>\pm</math>100m.</p> </div> <div data-bbox="237 871 707 907"> <p><b>10.0 <u>PROGRESS REPORTING</u></b></p> </div> <div data-bbox="362 940 478 976"> <p><b><u>Subject</u></b></p> </div> <div data-bbox="362 1016 1422 1310"> <table border="0"> <tr> <td>Contract Progress Meetings</td> <td>:</td> <td>Monthly and may be advanced if desired by the Owner / Contractor.</td> </tr> <tr> <td>Monthly and Quarterly progress Reports</td> <td>:</td> <td>Quarterly or as per the instructions of the Project Manager.</td> </tr> <tr> <td>Progress Photographs</td> <td>:</td> <td>To be submitted every month.</td> </tr> </table> </div> <div data-bbox="237 1368 683 1404"> <p><b>11.0 <u>OWNERS EQUIPMENT:</u></b></p> </div> <div data-bbox="346 1435 1358 1523"> <p>No equipment will be provided by the Owner to the Contractor for this project.</p> </div> <div data-bbox="237 1650 892 1686"> <p><b>11.1 <u>SUB-CONTRACTS AND SUB-ORDERS</u></b></p> </div> <div data-bbox="346 1702 1358 1789"> <p>The contractor will not be entitled to sub-contract and sub-order any part of his obligation to any third party without prior approval of the Owner.</p> </div> <div data-bbox="237 1832 590 1868"> <p><b>12.0 <u>SITE FACILITIES</u></b></p> </div> <div data-bbox="237 1899 1358 2038"> <p><b>12.1</b> The Contractor shall prepare internal roads to facilitate access to all his structures/areas such as intake, adit, outlets etc., where equipment will have to be operated or maintained on a regular basis at his own cost. Contractor</p> </div>			Contract Progress Meetings	:	Monthly and may be advanced if desired by the Owner / Contractor.	Monthly and Quarterly progress Reports	:	Quarterly or as per the instructions of the Project Manager.	Progress Photographs	:	To be submitted every month.
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 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: I</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 10 OF 77</b>

shall provide security gates at all key locations of the project. Contractor shall maintain at his own cost all access roads during execution of the work to ensure access to all of his construction sites/activity areas.

12.2 Site Communications: Contractor shall arrange for land phone, mobile phone, fax, Internet facilities for communication to site for his use.


12.3 Contractor's Site Facilities: Land will be made available on need basis to the Contractor to develop his site facilities. Contractor shall plan, design, install and maintain camp and office facilities which he requires for work, throughout the contract period. These facilities shall be dismantled on completion of the project; the debris free land shall be handed over to Owner by the Contractor.

12.4 Water Supply: The Contractor shall arrange to source the supply of Potable and Construction water from Sarju River and make arrangements for disposal of used water as per the EIA norms.

12.5 Construction Power: Owner will arrange for one point 400V power connection to Contractor at one location near proposed temporary camp. Contractor to make his own arrangement to distribute the power beyond that point/location. However, Contractor shall make payments for electricity/ power he consumes for construction and other purposes directly to the power supplier. Also, due to the vagaries of the grid, the Owner is unable to guarantee the regularity and quality of power supply, and the Contractor shall make his own arrangements for back-up Diesel – Generator sets to maintain smooth and uninterrupted progress of the works at the site.

### **13.0 ADVERTISEMENT**


The Contractor shall not use any part of the site for any form of advertising without prior written approval of the Owner.


 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 11 OF 77

## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **TABLE OF CLAUSES**

<b>A. INTRODUCTION</b>	<b>13</b>
1. SOURCE OF FUNDS	13
2. ELIGIBLE BIDDERS	13
3. ELIGIBLE PLANT, EQUIPMENT, AND SERVICES	14
4. COST OF BIDDING	14
<b>B. THE BIDDING DOCUMENTS</b>	<b>14</b>
5. CONTENT OF BIDDING DOCUMENTS	14
6. CLARIFICATION OF BIDDING DOCUMENTS; AND PRE-BID MEETING	15
7. AMENDMENT OF BIDDING DOCUMENTS	16
<b>C. PREPARATION OF BIDS</b>	<b>17</b>
8. LANGUAGE OF BID	17
9. DOCUMENTS COMPRISING THE BID	17
10. BID FORM AND PRICE SCHEDULES	20
11. BID PRICES	20
12. BID CURRENCIES	21
13. BID SECURITY	21
14. PERIOD OF VALIDITY OF BID	22
15. FORMAT AND SIGNING OF BID	22
<b>D. SUBMISSION OF BIDS</b>	<b>23</b>
16. SEALING AND MARKING OF BIDS	23
17. DEADLINE FOR SUBMISSION OF BIDS	24
18. LATE BIDS	24

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 12 OF 77
<div> <div>19. MODIFICATION AND WITHDRAWAL OF BIDS</div> <div>24</div> </div> <div> <div><b>E. BID OPENING AND EVALUATION</b></div> <div><b>25</b></div> </div> <div> <div>20. OPENING OF BIDS BY OWNER</div> <div>25</div> </div> <div> <div>21. CLARIFICATION OF BIDS</div> <div>26</div> </div> <div> <div>22. PRELIMINARY EXAMINATION OF BIDS</div> <div>26</div> </div> <div> <div>23. TECHNICAL EVALUATION</div> <div>27</div> </div> <div> <div>24. COMMERCIAL EVALUATION</div> <div>28</div> </div> <div> <div>25. CONTACTING THE OWNER</div> <div>30</div> </div> <div> <div><b>F. AWARD OF CONTRACT</b></div> <div><b>31</b></div> </div> <div> <div>26. POST-QUALIFICATION</div> <div>31</div> </div> <div> <div>27. AWARD CRITERIA</div> <div>32</div> </div> <div> <div>28. OWNER'S RIGHT TO ACCEPT/REJECT ANY OR ALL BIDS</div> <div>33</div> </div> <div> <div>29. NOTIFICATION OF AWARD</div> <div>33</div> </div> <div> <div>30. SIGNING THE CONTRACT AGREEMENT</div> <div>33</div> </div> <div> <div>31. PERFORMANCE SECURITY</div> <div>33</div> </div> <div> <div>32. FRAUD AND CORRUPTION</div> <div>34</div> </div>		

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 13 OF 77


## **A. Introduction**


### **1. Source of Funds**

- 1.1 Owner has arranged the funds for execution of this work.
- 1.2 Successful Bidder shall be expected to complete the Works by the Intended Completion Date specified in the BDS.


### **2. Eligible Bidders**

- 2.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates
  - (a) that has provided consulting services related to the facilities to Owner during the preparatory stages of the Project of which the facilities form a part, or
  - (b) that has been hired (or is proposed to be hired) by the Owner as Project Manager for the contract.
- 2.2 Bidders shall meet the Minimum Qualifying Criteria stipulated below. Only responsive bids of bidders meeting Minimum Qualifying Criteria shall be considered for further evaluation.
  - a) The bidder in the same name and style must give evidence of having adequate experience in construction of minimum 2.50 m finished dia (any shape) and minimum 1.50 Km of Continuous concrete lined tunnelling in two years within the last 7 years.
  - b) The bidder, in the same name and style must have give evidence of having adequate experience in mobilizing heavy construction equipments, tools and plants and personnel for executing the type of work the bidder is bidding.
  - c) The bidder must have adequate staff and equipments, tools and plants for carrying out work in accordance with time schedule.

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 14 OF 77
	<div> <div>2.3</div> <div>Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank/ by any of the State Govt., CPSU.</div> </div> <div> <div>2.4</div> <div>The bidder in the same name and style must have Minimum Average Annual Turnover (MAAT) of Rupees 10 (Ten) Crore during the last three financial years.</div> </div> <div> <div>2.5</div> <div>Bidder need to submit the latest solvency certificate (Liquid fund/unutilized limit) from the Bank for Rs.4 Crore.</div> </div> <div> <div>2.6</div> <div>Cumulative technical and financial capabilities will be taken into consideration for award of multiple packages to the same bidder.</div> </div> <div> <div>3. Possession of Plant, Equipment, and Services</div> <div> <div>3.1</div> <div>Minimum one no. two booms ‘Drill Jumbo’ of reputed make and with qualified operator on the Bidder’s pay-roll.</div> <div>3.2</div> <div>Minimum two nos. shotcrete machines of capacity upto 13 cum/h, of reputed make and with qualified operators on the Bidder’s pay-roll.</div> </div> </div> <div> <div>4. Cost of Bidding</div> <div> <div>4.1</div> <div>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</div> </div> </div> <div> <div>B. The Bidding Documents</div> <div> <div>5. Content of Bidding Documents</div> <div> <div>5.1</div> <div> The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents.  The bidding documents include the following sections:   Invitation for Bids (IFB)   Instructions to Bidders (ITB) </div> </div> </div> </div>	

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> <b>TCE.7784A-3057-01</b>	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 15 OF 77</b>

		Bid Data Sheet (BDS)
		General Conditions of Contract (GCC)
		Technical Specifications and Drawings (TS)
		Forms and Procedures (FP)
		1. Bid Form and Bill of Quantities (BOQ)
		2. Bid Security Form
		3. Form of Contract Agreement
		4. Performance Security Forms
		5. Bank Guarantee Form for Advance Payment
		6. Form of Completion Certificate
		Eligibility for the Provision of Goods, Works, and Services.
	5.2	The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
6. Clarification of Bidding Documents; and Pre-Bid Meeting	6.1	A prospective Bidder requiring any clarification of the bidding documents may notify the Owner in writing or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI), telex or telefax) at the Owner's mailing address indicated in the <b>BDS</b> . Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB, will be unacceptable, such an issue should be raised at this stage. The Owner will respond in writing to any request for clarification or modification of the bidding documents that it receives no later than fifteen (15) days prior to the deadline for submission of bids prescribed by the Owner. Written copies of the Owner's response (including an explanation of the query but

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 16 OF 77
<div data-bbox="236 1821 499 1921"> <b>7. Amendment of Bidding Documents</b> </div>		


not identification of its source) will be sent to all prospective bidders that have received the bidding documents.

6.2 The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense. Bidder has to submit the site appreciation report and the methodology of all works, for execution and successful completion of the work for which he is bidding including manpower and minimum machineries requirement.

6.3 The Bidder and any of its personnel or agents will be granted permission by the Owner to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Owner and its personnel and agents from and against all liability in respect thereof and bidder will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

6.4 The Bidder is requested as far as possible, to submit any question/queries in writing or by cable, to reach the Owner not later than fifteen (15) days before the bid opening date. Owner will respond in writing to the entire Bidder's. The Pre- Bid meeting may be arranged as per the discretion of the Owner and intimated to the Bidder's accordingly.

7.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder,

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 17 OF 77

amend the bidding documents.

7.2 The amendment will be notified in writing or by cable to all prospective bidders that have purchased the bidding documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, extend the deadline for the submission of bids, in which case, the Owner will notify all bidders in writing of the extended deadline.

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


##### **8. Language of Bid**

8.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Owner shall be written in the language specified in the **BDS**, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied with a translation of its pertinent passages in the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern.

##### **9. Documents Comprising the Bid**

9.1 The bid submitted by the Bidder shall comprise the following documents:

- (a) Bid Form duly completed and signed by the Bidder, together with all Attachments identified in ITB Sub-Clause 9.2 below.
- (b) Bill of Quantities (BOQ) duly completed by the Bidder.
- (c) Site appreciation report and methodology of all works, for execution and successful completion of the work

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 18 OF 77

9.2 Each Bidder shall submit with its bid the following attachments:

(a) Attachment 1: Bid Security

A bid security furnished in accordance with ITB Clause 13.

(b) Attachment 2: Power of Attorney

A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 14.

(c) Attachment 3: Bidder's Eligibility and Qualifications


In the absence of prequalification, documentary evidence established in accordance with ITB Clause 2 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Owner's satisfaction that the Bidder, at the time of submission of its bid,.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Owner's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the **BDS**.

(d) Attachment 4: Eligibility and Conformity of the Plant, Equipment, and Services

Documentary evidence established in accordance with ITB Clause 3 that the facilities offered by the Bidder in its bid

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 19 OF 77


are eligible and conform to the bidding documents.


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

- (i) a detailed description of the essential technical and performance characteristics of the facilities;
  - (ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities for the period named in the **BDS**, following completion of facilities in accordance with provisions of contract; and
  - (iii) a commentary on the Owner's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Owner in the bidding documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive.
- (e) Attachment 5: Subcontractors Proposed by the Bidder

The Bidder shall include in its bid details of all major items of supply or services that it proposes to purchase or sublet, and shall give details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 20 OF 77
	<p>ITB Sub-Clause 2.1, and that any plant, equipment or services to be provided by the Subcontractor comply with the requirements of ITB Clause 3 and ITB Sub-Clause 9.2 (c).</p> <p>The Owner reserves the right to disallow any proposed Subcontractor from the list submitted by the Bidder prior to award of contract, and after discussion between the Owner and the Contractor, the corresponding Appendix to the form of Contract Agreement shall be completed, listing the approved Subcontractors for each item concerned.</p> <p><b>10. Bid Form and Bill of Quantities (BOQ)</b> The Bidder shall complete the Bid Form and the appropriate Bill of Quantities (BOQ) furnished in the bidding documents as indicated therein and in the Subsection “Bid Form and Bill of Quantities (BOQ)” of the bidding documents, following the requirements of ITB Clauses 11 and 12.</p> <p><b>11. Bid Prices</b> 11.1 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Owner when</p>	

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 21 OF 77

executed and shall be deemed to be covered by the prices for other items.

11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.

11.3 The prices shall be in accordance with the following as specified in the **BDS**:


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

**12. Bid Currencies** The currencies for the bid should be in Indian Rupees (INR) only.

**13. Bid Security** 13.1 The Bidder shall furnish, as part of its bid, a bid security (or a Bid-Securing Declaration), as specified in the BDS.

13.2 The bid security shall, at the Bidder's option, be in the form of a bank guarantee from a reputed banking institution, or a bond issued by a surety selected by the Bidder and located in any country.. The format of the bank guarantee/ bond shall be in accordance with the forms included in the bidding documents; other formats may be permitted, subject to the prior approval of the Owner. Bid security shall remain valid for a period of twenty-eight (28) days beyond the original bid validity period, and beyond any extension subsequently requested .

13.3 Any bid not accompanied by an acceptable bid security, (or a Bid-Securing Declaration in accordance with ITB Sub-Clause 13.1) if required, shall be rejected by the Owner as being nonresponsive, pursuant to ITB Clause 22.5.

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 22 OF 77
<div data-bbox="236 1370 488 1442" data-label="Section-Header"> <p><b>14. Period of Validity of Bid</b></p> </div> <div data-bbox="236 1971 491 2042" data-label="Section-Header"> <p><b>15. Format and Signing of Bid</b></p> </div>		

13.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.

13.5 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, and has furnished the required performance security, pursuant to ITB Clause 31.

13.6 The bid security may be forfeited (or the Bid-Securing Declaration executed)

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form

(b) in the case of a successful Bidder, if the Bidder fails within the specified time limit


(i) to sign the Contract Agreement, in accordance with ITB Clause 32, or

(ii) to furnish the required performance security,

14.1 Bids shall remain valid for the period named in the **BDS** after the closing date prescribed by the Owner for the receipt of bids, pursuant to ITB Sub-Clause 17.1. A bid valid for a shorter period shall be rejected by the Owner as being nonresponsive.

14.2 In exceptional circumstance, the Owner may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid, .

15.1 The Bidder shall prepare an original and the number of

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 23 OF 77</b>

copies/sets of the bid specified in the **BDS**, clearly marking each one as “ORIGINAL BID,” “COPY NO. 1,” “COPY NO. 2,” etc., as appropriate. In the event of any discrepancy between them, the original shall govern.,

15.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 9.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power of attorney accompanying the bid and submitted as Attachment 2 to the Bid under ITB Sub-Clause 9.3. All pages of the bid, except for unamended printed literature, shall be initiated by the person or persons signing the bid.

15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initiated by the person or persons signing the bid.

#### **D. Submission of Bids**


##### **16. Sealing and Marking of Bids**


16.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL BID” and “COPY NO. [number]”. The envelopes shall then be sealed in an outer envelope. When so specified in the **BDS**.

16.2 The inner and outer envelopes shall

- (a) be addressed to the Owner at the address given in the **BDS**, and
- (b) bear the contract name indicated in the **BDS**, the Invitation for Bids title and number indicated in the **BDS**, and the statement “DO NOT OPEN BEFORE [date],” to be completed with the time and date specified in the **BDS**.

16.3 The inner envelopes shall also indicate the name and address of

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 24 OF 77</b>
	<p>the Bidder so that the bid can be returned unopened in case it is declared "late."</p> <p>16.4 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Owner will assume no responsibility for the bid's misplacement or premature opening. If the outer envelope discloses the Bidder's identity, the Owner will not guarantee the anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.</p> <p><b>17. Deadline for Submission of Bids</b></p> <p>17.1 Bids must be received by the Owner at the address specified under no later than the time and date stated in the <b>BDS</b>.</p> <p>17.2 The Owner may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 7.3, in which case all rights and obligations of Owner and bidders will thereafter be subject to the deadline as extended.</p> <p><b>18. Late Bids</b></p> <p>18.1 Any bid received by the Owner after the bid submission deadline prescribed by the Owner, will be rejected and returned unopened to the Bidder.</p> <p><b>19. Modification and Withdrawal of Bids</b></p> <p>19.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for bid submission.</p> <p>19.2 The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows:</p> <p>(a) The Bidders shall provide an original and the number of copies specified in the <b>BDS</b> of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATIONS—ORIGINAL" and "BID MODIFICATIONS—COPIES." The inner envelopes shall be</p>	

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 25 OF 77

sealed in an outer envelope, which shall be duly marked  
“BID MODIFICATIONS.”

- (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 16.2, 16.3 and 16.4.

19.3 A Bidder wishing to withdraw its bid shall notify the Owner in writing prior to the deadline prescribed for bid submission. The notice of withdrawal shall

- (a) be addressed to the Owner at the address named in the **BDS**, and
- (b) bear the contract name, the IFB number, and the words “BID WITHDRAWAL NOTICE.” Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.


19.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period . Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security. .

## **E. Bid Opening and Evaluation**

### **20. Opening of Bids by Owner**

20.1 The Owner will open the bids in public, including withdrawals and modifications made . in the presence of bidders’ designated representatives and anyone who choose to attend, at the time, date, and location stipulated in the **BDS**. The bidders’ representatives who are present shall sign a register evidencing their attendance.

20.2 Envelopes marked “WITHDRAWAL” shall be opened first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted shall not be

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 26 OF 77

opened.

20.3 The bidders' names, the Bid Prices, including any alternative Bid Price or deviation, any discounts, bid modifications and withdrawals, the presence (or absence) of bid security, and any such other details as the Owner may consider appropriate, will be announced by the Owner at the opening. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 18.

20.4 The Owner shall prepare minutes of the bid opening, including the information disclosed to those present .

20.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.


**21. Clarification of Bids**

21.1 During bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

**22. Preliminary Examination of Bids**

22.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order etc.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 27 OF 77

discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.


22.3 The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation..

22.4 Prior to the detailed evaluation, the Owner will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Owner's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

22.5 If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

### **23. Technical Evaluation**

23.1 The Owner will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Owner will examine and

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 28 OF 77
<div data-bbox="237 1279 458 1346"> <b>24. Commercial Evaluation</b> </div>		


compare the technical aspects i.e. execution and completion methodology, of the bids on the basis of the information furnished by the bidders, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Specifications and Drawings; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- (b) achievement of specified performance criteria by the facilities
- (c) any other relevant factors, if any, listed in the **BDS**, or that the Owner deems necessary or prudent to take into consideration.

24.1 The comparison shall be on the total price in Bill of Quantities (BOQ) Grand total. The Owner’s comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 25.1 and 25.2 and information provided in BDS.

24.2 The Owner’s evaluation of a bid will take into account, in addition to the bid prices indicated in Bill of Quantities (BOQ), the following costs and factors that will be added to each Bidder’s bid price in the evaluation using pricing information available to the Owner, in the manner and to the extent indicated in the Technical Specifications:

- (a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications and other deviations and omissions;

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 29 OF 77

- (b) compliance with the time schedule called for in the corresponding Appendix to the Form of Contract Agreement and evidenced as needed in a milestone schedule provided in the bid;
- (c) the extra cost of work, services, facilities, etc., required to be provided by the Owner or third parties;
- (d) any other relevant factors listed in **BDS**.

24.3 Pursuant to ITB Sub-Clause 25.2, the following evaluation methods will be followed:


(a) ***Contractual and commercial compliance***


The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document.

(b) ***Time schedule (program of performance)***

The plant and equipment covered by this bidding are required to be shipped and installed, and the facilities shall have the precommissioning completed within the **time schedule** specified in the **BDS** after the effective date specified in the Form of Contract Agreement. Bidders are required to base their prices on the time schedule given in the corresponding Appendix to the Form of Contract Agreement (Time Schedule). If no time schedule is given, bidders shall base their price on the **completion date(s)** given in **the BDS**. For early commission, following criteria shall be applicable:

- i) Completion of Tunnel from Ch. 0.00m to 800.0m within 6 month of award, incentive @1% of Billing amount is payable.

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 30 OF 77
	<div data-bbox="675 353 1452 495"> <p>ii) Completion of Tunnel from Ch. 800.0m to 1700.0m. Within 12 month of award incentive @1% of Billing amount is payable.</p> </div> <div data-bbox="675 533 1452 674"> <p>iii) Completion of Tunnel from Ch. 1700.0m to 2700.0m. Within 20 month of award incentive @1% of Billing amount is payable.</p> </div> <div data-bbox="611 712 1452 801"> <p>(c) <b>Work, services, facilities, etc., to be provided by the Owner</b></p> </div> <div data-bbox="675 824 1452 1066"> <p>Where bids include the undertaking of work or the provision of services or facilities by the Owner in excess of the provisions allowed for in the bidding documents, the Owner shall assess the costs of such additional work, services and/or facilities during the</p> </div> <div data-bbox="531 1104 1452 1290"> <p>24.4 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an “Evaluated Bid Price.” Bid prices quoted by bidders shall remain unaltered.</p> </div> <div data-bbox="240 1328 496 1402"> <p><b>25. Contacting the Owner</b></p> </div> <div data-bbox="531 1339 1452 1480"> <p>25.1 From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Owner on any matter related to its bid, it should do so in writing.</p> </div> <div data-bbox="531 1518 1452 1659"> <p>25.2 Any effort by a Bidder to influence the Owner in the Owner’s bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder’s bid.</p> </div> <div data-bbox="240 1697 531 1727"> <p><b>F. Award of Contract</b></p> </div> <div data-bbox="240 1765 384 1827"> <p><b>e-Reverse Auction:</b></p> </div> <div data-bbox="531 1765 1452 1906"> <p>After arriving at L-1 “Evaluated Bid Price” through tender, Owner reserves the right to conduct e-Reverse Auction (e-RA). e-Reverse Auction shall be conducted as per the following manner</p> </div> <div data-bbox="531 1944 1452 2018"> <ul style="list-style-type: none"> <li>Based on “Evaluated Bid Price” determined, the Bidder shall be rank in an ascending order. On the basis of such ranking, the</li> </ul> </div>	


 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 31 OF 77</b>
<div data-bbox="237 1787 464 1854"> <b>26. Post-qualification</b> </div>		

lowest rank  $N/2$  bidders (in case “N” is even) or  $(N+1/2)$  bidder (in case “N” is odd), subject to minimum 5 (five) bidders shall be invited to participate in e-Revers Auction (e-RA), where “N” is no. of bidders whose bids have been found to be responsive and their “Evaluated Bid Price” has been determined

- However, in case only bids of five or less bidders are found to be responsive whose “Evaluated Bid Price” has been determined. The e-RA shall be carried out with all the parties.
- The Applicable Ceiling Price for e-RA for bidders shall be “Evaluated Bid Price” determined. During e-RA, these Bidders shall be permitted to place their prices lower than Applicable Ceiling Price.
- The e-RA shall be conducted on a designated electronic platform of any Application Service Provider (herein after referred to as ASP).
- The ASP, as and when authorized by the Owner, will intimate the details of event through e-Reverse Auction Notice, prior to e-RA.
- Notwithstanding above, the bidder(s) who either do not submit the requisite compliance for e-RA, do not participate in e-RA, their original price bid as opened , if valid, shall be considered for evaluation.
- The Employer/Owner shall be the sole judge in this regard.

The Bidder’s name, Bid price, including any alternative Bid price or discounts and any such details as submitted by the Bidder in their tender. The price and details as filled by the bidder and opened during the bid opening and recorded in the bid opening statement would not be construed to determine the relative ranking amongst the Bidder’s or successful Bidder and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as L-1 Bidder) shall be determined as per the provisions of this section and considered for award of contract.

26.1 In the absence of prequalification, the Owner will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 32 OF 77

26.2 The determination will take into account the Bidder's financial, technical and production capabilities, in particular the Bidder's contract work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the Owner deems necessary and appropriate.


26.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Owner will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.


26.4 The capabilities of the vendors and subcontractors proposed in Attachment 5 to the bid to be used by the lowest evaluated Bidder will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.

## **27. Award Criteria**

27.1 Owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and eligible as provided that the Bidder is determined to be qualified to perform the contract satisfactorily. .

27.2 The Owner reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the 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 the Owner's

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 33 OF 77</b>
<div> <div></div> <div>action.</div> <div> <div> <div>28. Owner's Right to Accept Any Bid and to Reject Any or All Bids</div> <div>28.1 The Owner 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 the Owner's action.</div> </div> <div> <div>29. Notification of Award</div> <div> <div>29.1 Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.</div> <div>29.2 The Owner shall promptly respond in writing to any unsuccessful Bidder who, wants to know the outcome of the Contract award.</div> <div>29.3 Upon the successful Bidder's furnishing of the performance security, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, .</div> </div> </div> <div> <div>30. Signing the Contract Agreement</div> <div> <div>30.1 At the same time as the Owner notifies the successful Bidder that its bid has been accepted, the Owner will send the Bidder the Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.</div> <div>30.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign and date the Contract Agreement and return it to the Owner.</div> </div> </div> <div> <div>31. Performance Security</div> <div> <div>31.1 Within twenty-eight (28) days after receipt of the notification of award, the successful Bidder shall furnish the performance security in the amount given in the <b>BDS</b> and in the form provided in Section VII, Sample Forms and Procedures, of the bidding documents or in another form acceptable to the Owner.</div> <div>31.2 Failure of the successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award</div> </div> </div> </div> </div>		

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 34 OF 77

and forfeiture of the bid security, in which event the Owner may make the award to the next lowest evaluated Bidder or call for new bids.

### **32. Fraud and Corruption**

32.1 It is of utmost important that the Contractor, Sub-Contractor, Consultant, Supplier's shall demonstrate highest standard of ethics during procurement and execution of this Contract.

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, noncompetitive levels; and
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;

32.2 Furthermore, bidders shall be aware of the provision stated in

the various clauses of the General Conditions of Contract.

**INTRODUCTION**

ITB 1.1

Name of Project: **Development of 21 MW Khutani Small Hydro Electric Project.**

Name of Contract: **Civil Works: Package II**
***CONTRACT NO. KPCPL/CON/CW-II/2017-18/01***

'Construction of Intake, Adit I, Head Race Tunnel from Chainage 0.00m to 2700.00 m  $\pm$ 100 m. ,tunnel boring, mucking, lining , grouting and finishing as desired and stipulated in technical specifications and drawings complete in all respect including all labour, machineries, tool and plants with duming of mucks at designated areas upto a lead of +1.50Km., plugging of Adit with 'Hinged Gate' etc'

ITB 1.2

The Intended Completion Date is **22 (twenty-two)** months from the date of Notification of Award (NOA).

ITB 2.1

Name of Owner: **Khutani Power Company Private Limited.**

ITB 2.0

Qualification data required from Individual Bidders.

ITB 6.1

For **clarification of bid purposes** only, the Owner's address is:

Attention:


M/s. Khutani Power Company Private Limited (KPCPL)

Attention : Mr. R. C. Sharma


CFO

4th Floor, Plot no. 49, Sector 44.


Gurugram- 122001.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 36 OF 77


	<p>Tel: +91 0124 -2645000 +91 0124 -2645115 Fax: +91 0124-2645120 E mail : info@khutani power.com rc.sharma@shyamapower.com</p>
ITB 6.2	<p>Site visit is mandatory for all prospective bidders.</p> <p><b><u>Site Visit:</u></b></p> <p>Date – Bidder to call and finalize their site visit</p> <p>Location: Project Site, Khutani Small Hydro Electric Project, Distt. Pithoragarh, Uttarakhand.</p>
ITB 6.4	<b><u>Pre-bid Meeting:</u></b> If arranged, shall be intimated to the Bidder's.
ITB 8.1	Language of bid is: <b>English</b>
ITB 9.1	Alternative bids shall not be accepted.
ITB 9.2 (a)	Bid security shall be required.
ITB 9.2 (b)	Power of Attorney.
ITB 9.2 (c) & (d)	Qualification requirements for bidders
<b>BID PRICE AND CURRENCY</b>	
ITB 11.1	In Indian Rupees (INR) only
ITB 11.3	The contract price shall be a fixed price for the entire duration of the contract.
<b>BID PREPARATION AND SUBMISSION</b>	
ITB 13.1	Bid shall include a Bid Security issued by bank included in Section

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 37 OF 77

	VII Bidding Forms.  Amount of bid security: Rs.35 Lakhs (Rupees Thirty Five Lacs)
ITB 14.1	Bid validity period: <b>120 days</b>
ITB 15.1 & 15.2	Original and two(02) copies
ITB 16.1	Bidders shall not have the option of submitting their bids electronically.
ITB 16.2 (a)	<p>M/s. Khutani Power Company Private Limited (KPCPL)</p> <p>Attention : Mr. R. C. Sharma, CFO</p> <p>4th Floor, Plot no. 49, Sector 44.</p> <p>Gurugram- 122001.</p> <p>Tel: +91 0124 -2645000</p> <p>+91 0124 -2645115</p> <p>Fax: +91 0124-2645120</p> <p>E mail : info@khutani power.com</p> <p>rc.sharma@shyamapower.com</p>
ITB 16.2 (b)	Construction of Intake, Head Race Tunnel from Chainage 0.00m to 2700.00m $\pm$ 100m., Adit 1, tunnel boring, mucking, lining, grouting and finishing as desired and stipulated in technical specifications and drawings complete in all respect including all labour, machineries, tool and plants with dumping of mucks at designated areas upto a lead of +1.50Km., plugging of Adit with 'Hinged Gate' etc. DO NOT OPEN BEFORE 14.30 HOURS ON 11 <sup>th</sup> September 2018
ITB 17.1	<p>For bid submission purposes, the Owner's address is:</p> <p>M/s. Khutani Power Company Private Limited (KPCPL)</p> <p>Attention : Mr. R. C. Sharma, CFO</p> <p>4th Floor, Plot no. 49, Sector 44.</p> <p>Gurugram- 122001.</p>

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 38 OF 77


	<p>Tel: +91 0124 -2645000 +91 0124 -2645115 Fax: +91 0124-2645120 E mail : info@khutani power.com rc.sharma@shyamapower.com</p> <p>The deadline for the submission of bids is:</p> <p>Date: <b>11<sup>th</sup> September 2018</b></p> <p>Time: <b>14:30 IST</b></p>
ITB 19.2	One (01) original plus two (02) copies
ITB 20.1	<p>Location, time and date of bid opening:</p> <p>M/s. Khutani Power Company Private Limited (KPCPL)</p> <p>Attention : Mr. R. C. Sharma, CFO</p> <p>4th Floor, Plot no. 49, Sector 44.</p> <p>Gurugram- 122001.</p> <p>Tel: +91 0124 -2645000 +91 0124 -2645115 Fax: +91 0124-2645120 E mail : info@khutani power.com rc.sharma@shyamapower.com</p> <p>Date: <b>11<sup>th</sup> September 2018</b></p> <p>Time: <b>15:30 IST,</b></p>
ITB 23.1	Currency: <b>Indian Rupees (INR).</b>
ITB 24.2 (b)	22 months from Notice of Award.
ITB 24.3 (b)	Time schedule: 22 months from the effective date
ITB 24.3 (c)	As per Technical Specifications
ITB 31	Amount of performance security: Ten (10) percent of awarded contract value.


 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 39 OF 77

## **SECTION II: GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CONTENT**

1.0	SITE LOCATION.....	41
2.0	SCOPE OF WORK .....	42
3.0	TEMPORARY SITE access AND TUNNEL WORKS.....	42
4.0	GENERAL CONDITIONS AND WARRANTIES.....	43
5.0	STATUTORY COMPLIANCE.....	45
6.0	VARIATIONS .....	45
7.0	TAXES AND DUTIES.....	45
8.0	BILL OF QUANTITIES (BOQ).....	46
9.0	AWARD OF CONTRACT .....	46
10.0	MOBILISATION .....	46
11.0	COST OF WORK & TERMS OF PAYMENT (TOP).....	47
12.0	MOBILISATION ADVANCE .....	48
13.0	PAYMENT CERTIFICATES.....	48
14.0	PAYMENTS .....	49
15.0	ADVANCE BANK GUARANTEE .....	50
16.0	CONTRACT PERFORMANCE BANK GUARANTEE .....	50
17.0	COST OF REPAIRS .....	50
18.0	INSURANCE.....	50
19.0	EXPLOSIVES .....	53
20.0	EFFECTIVE DATE OF CONTRACT .....	53
21.0	COMPLETION TIME : .....	53

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 40 OF 77
22.0 23.0 24.0 25.0 26.0 27.0 28.0 29.0 30.0 31.0 32.0 33.0 34.0 35.0 36.0	DEFECT LIABILITY PERIOD ..... LIQUIDATED DAMAGES FOR DELAY ..... ASSIGNMENT ..... INDEMNITY ..... CONFIDENTIALITY ..... FORCE MAJEURE ..... FORCE MAJEURE EXCLUSIONS..... MITIGATION ..... AMENDMENT ..... GOVERNING LAW ..... ACCEPTANCE OF BID ..... SUSPENSION AND TERMINATION..... TERMINATION ..... ARBITRATION..... OVER RUN COMPENSATION: ..... <b>Error! Bookmark not defined.</b>	53 54 54 54 55 55 56 57 57 57 57 57 58 60
APPENDIX A APPENDIX B ANNEXURE-I ANNEXURE - I I ANNEXURE-III ANNEXURE-IV	- - - - - - 	FORMAT OF ADVANCE BANK GUARANTEE FORMAT OF PERFORMANCE BANK GUARANTEE SITE APPRECIATION REPORT AND DETAILED CONSTRUCTION METODOLOGY DETAILS OF EXPERIENCE IN SIMILAR TYPES OF WORK IN LAST 7 YEARS LIST OF PERSONNEL LIST OF EQUIPMENTS

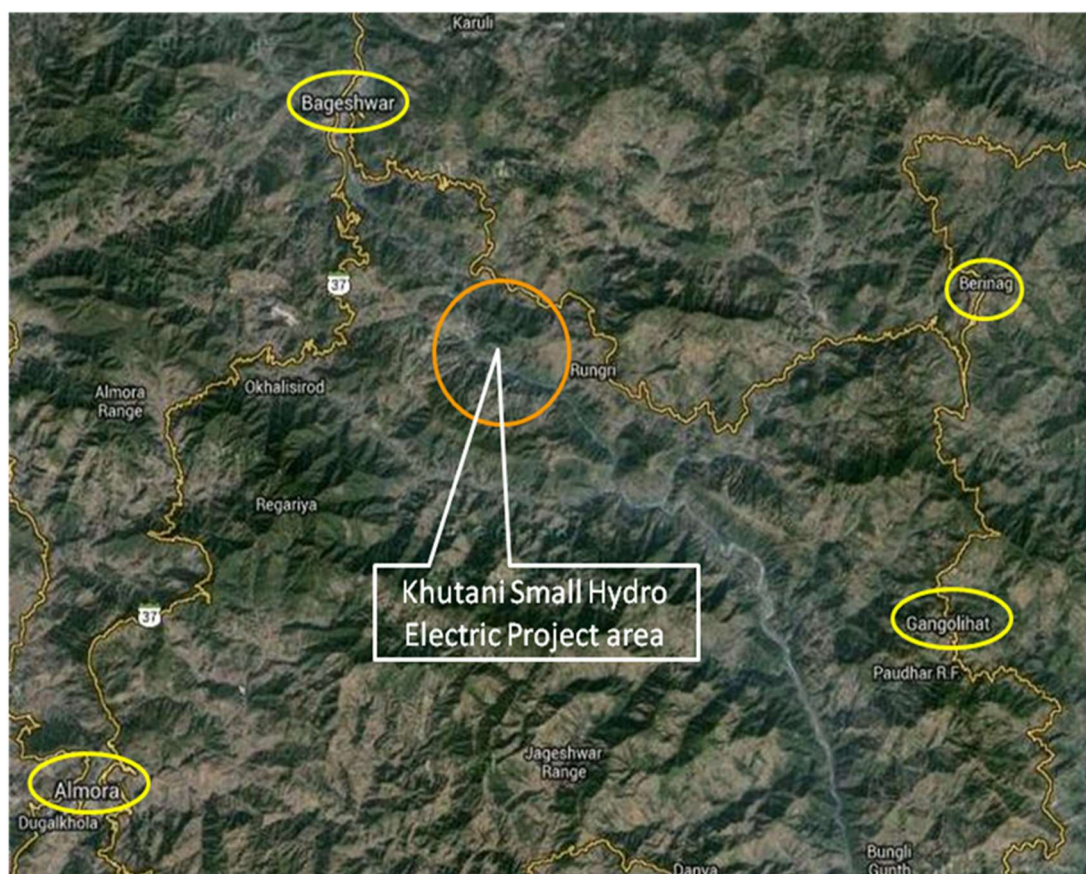
	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 41 OF 77

## **KHUTANI HYDROELECTRIC PROJECT (21MW), UTTARAKHAND**


**Construction of Tunnel from Ch.0.00 to Ch. 2700.00± 100m, Intake, Adit 1 etc.  
(Package II)**

### **1.0 SITE LOCATION**

The location of the site as per Google map is attached for the ready reference of the Bidders.



**Figure 1** The satellite map of the project area in the Saraju River basin showing the locations of Khutani Small Hydro Electric Project

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 42 OF 77</b>

## **2.0 SCOPE OF WORK**

- 2.1 Construction of Tunnel from Chainage 0.00m to 2700.00±100m., Adit I, boring, mucking, concrete lining, grouting and finishing as desired and stipulated in specifications and drawings complete in all respect including all labour, machineries, tool and plants with dumping of muck in the designated areas up to a lead of + 1.50km. , plugging of Adit with 'Hinged Gate' etc.
- 2.2 For temporary access required during construction the contractor has to do his own planning for the same as per his requirement linking to the project road and maintain it fully operative during his contract validity period..
- 2.3 Co-ordination with other contractors for smooth execution of the works and interconnections to overlapping works.

## **3.0 TEMPORARY SITE ACCESS AND TUNNEL WORKS**


For execution of package II works of Tunnel, CONTRACTOR is require to make all necessary site access to reach upto various fronts of his work and are to be maintained for all weather till completion of his work. Free access to other CONTRACTORS for work of other package should be allowed without any dispute or financial implications. The decision of the Project Manager on any dispute for use of the roads by other CONTRACTOR shall be final and binding on him.

### **3.1 TEMPORARY SITE ACCESS**

- i) Contractor have to make access to all fronts of his work for all weather and maintain it till completion of contract validity period.
- ii) The Project Manager shall have access, free of charge, to all site roads throughout the duration of the Contract.

### **3.2 TUNNEL WORKS**

CONTRACTOR shall ensure for execution of the tunnel works of his package strictly adhering to the technical specifications, drawings and the relevant codes etc. for execution of tunnel (underground works). He will ensure proper safety measures, drilling, marking, blasting, de-fuming, mucking and finishing etc for the tunnel excavation cycle as per the specifications, drawings and the

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 43 OF 77


instructions of Project Manager or as per the advice of geologist. The excavation and support system should be placed immediately within the stand-up time of the tunneling media and any collapses of the underground works due to delay in providing proper support or without any geological surprises should not be entertained and CONTRACTOR should be liable to rectify such occurrences without any additional cost to the OWNER

Concrete lining of the tunnel should be placed as per the thickness specified in the GFC (Good For Construction) drawings. Grouting should be after lining and as per the specification/ codes for Bureau of India Standards/ construction drawings.

Handling of explosive should strictly be as per the guideline and norms stipulated in the relevant codes/ standards or issued by the govt. authorities.


#### **4.0 GENERAL CONDITIONS AND WARRANTIES**

- a. CONTRACTOR shall carry out the work in accordance with the technical specifications of the Contract, any amendments thereto agreed by the parties and as per the instructions/ plan issued by the Project Manager. CONTRACTOR shall mobilize sufficient resources, as required for the work based on the target date of completion.
- b. CONTRACTOR shall ensure that the work planned by Project Manager is completed according to the Time Schedule. In the event of delay in achievement of the milestones as per the said Time Schedule, CONTRACTOR shall increase the resources, if necessary, to make up for the unfinished work without any extra cost to OWNER.
- c. All services rendered by CONTRACTOR shall comply with and shall be in accordance with Good Industry Practice.
- d. CONTRACTOR shall follow all applicable safety norms as may be required to be followed in the performance of any field work under this Contract. CONTRACTOR shall ensure the safety of all its employees and provide safety appliances like safety belt, ladder, and safety shoes, helmet, rubber hand gloves, rain gears, etc. to

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 44 OF 77</b>

CONTRACTOR's employees as may be required. Additional safety measures during operation of explosives must be taken if felt so.

- e. CONTRACTOR shall arrange for auxiliary equipment required, if any, in order to complete the work, including operation of auxiliary equipment.
- f. CONTRACTOR shall not use OWNER's name in any manner either for credit arrangement or otherwise, and it is agreed that OWNER shall not in any way be responsible for any debts, liabilities, obligations or claims with respect to third parties and/or the CONTRACTOR's employees.
- g. CONTRACTOR shall ensure effective and efficient services for completion of the assignments.
- h. CONTRACTOR warrants that the Work shall be free of errors and shall be in accordance with the provisions of this Contract and warrants that the Work shall be sufficient to meet the OWNER's objectives for the Project.
- i. CONTRACTOR/Bidders should provide the previous experience on similar types of works executed in last 7(Seven) years. The data should be provided in the form given in **Annexure-II**.
- j. The services and field activities shall be performed by persons who are suitably qualified and experienced. The personnel deployed for field activities like Rock cutting, construction of Water Bound Macadam (WBM), grouting, shotcreting, mucking, boring, blasting etc. shall be those possessing necessary skills. Their workmanship shall be of standards generally accepted in the industry as good industry practice. CONTRACTOR further warrants that except as otherwise disclosed to OWNER, all such persons are in the regular employment of CONTRACTOR. The CONTRACTOR's work shall fully comply with all the applicable laws. In case any of CONTRACTOR's employees leave the assignment before completion of the same, CONTRACTOR shall forthwith provide an alternate employee. CONTRACTOR shall be

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 45 OF 77

responsible for the food, accommodation and conveyance of CONTRACTOR's employees deputed by CONTRACTOR. Bidders should provide the names of suitably qualified key personnel deployed for the project. The data on their experience should be supplied using the Form given in **Annexure-III**, for each candidate

- k. CONTRACTOR shall fully comply with the terms and conditions of this Contract and perform the jobs so assigned to OWNER's satisfaction. In the event of failure to do so, OWNER shall have the right to terminate the assignment and claim damages as per applicable law and the terms of this Contract.

#### **5.0 STATUTORY COMPLIANCE**


CONTRACTOR shall comply with all applicable central and state laws, rules, court orders, governmental, regulatory or statutory orders and other regulations as required in connection with the performance of the obligation under this Contract. The contractor should strictly adhere to the applicable/prevaling 'Environmental' norms in that region.

#### **6.0 VARIATIONS**

The quantity of work mentioned in the Bill of Quantities (BOQ) as provided in the Volume –III of the bidding document, is indicative and can vary depending upon the site condition and actual design requirements. In case of variation in quantity the unit rate will remain same and the total contract value shall be adjusted accordingly. All items shall be treated as provisional.

#### **7.0 TAXES AND DUTIES**

The Contract Price is inclusive of all taxes and duties, which may be applicable to the subject matter of this Contract levied by Central, State or Local Governmental Authorities till the completion of the Contract except the GST and cess, which will be reimbursed/paid by the OWNER based on production of the certificate in this respect.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 46 OF 77</b>

CONTRACTOR is advised to include all taxes except GST in thir bid price and NO additional claim whatsoever on this account will be entertained by the Owner except GST for this contract. CONTRACTOR shall submit the certificate of actual GST paid to the Statutory Authority for reimbursement to the OWNER.

#### **8.0 BILL OF QUANTITIES (BOQ)**


- i) The Bill off Quantities shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.
- ii) The Bill of Quantities (BOQ) is used to be calculated the Contract Price. The Contractor is paid or the quantity of the work done at the rate in the Bill of Quantities (BOQ) for each item.

#### **9.0 AWARD OF CONTRACT**

OWNER reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the 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 the Owner's action.

#### **10.0 MOBILISATION**

The contractor have to mobilise with sufficient manpower and machineries to execute the work in timely manner and as per the tender specifications. Mobilisation at site should be to the satisfaction of KPCPL Project Manager and to be completed within one month after reciept of initial mobilisation advance. The minimum no. of machineries to be mobilised by the contractor should be as per the following table. The contractor shall demonstrate clearly that it has the capability to meet the minimum requirement listed below.

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 47 OF 77

Sl. No.	Details of Equipment	Minimum Nos. Required	Average Capacity	Age (see note 1 below)
1.				
2.				
3.				
4.				

The Bidder shall provide further details of proposed items of equipment using the relevant Form in **Annexure-IV**.


*Note: 1. The Maximum age of the equipment shall not be more than 7 years as on 01.07.2018. For this purpose, the age of the equipment shall be calculated from the date of manufacturing of the equipment.*

CONTRACTOR shall submit the labour licence obtained from the Statutory Authority for deployment of the labourer for execution of this work.

#### **11.0 COST OF WORK & TERMS OF PAYMENT (TOP)**

The total cost for the assignment shall be submitted as per Bill of Quantities (BOQ) attached at Volume-III of the Bidding document. The OWNER shall pay the CONTRACTOR on Monthly measurement basis subject to the condition that the CONTRACTOR performs and observes all of its obligations as per TOP. The quoted prices shall be firm for the duration of the Contract. The unit rates quoted for each item of work shall remain valid for the quantity of work awarded or required as per actual Project requirement.

The progress of work based on the quantity to be achieved in each month as per approved schedule should strictly be adhered to by the CONTRACTOR, in case of slippage in a month, the balance quantity should be make up by deployment of more man/ machineries during fore coming months. These

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 48 OF 77

carryover quantities should not be considered for escalation if the contract work is not completed within the approved project work schedule.

## 12.0 **MOBILISATION ADVANCE**


10% of the Contract Price shall be paid as @10% Interest bearing Mobilization Advance on fulfilment of:

- 5% advance would be released on
  - i) Unconditional acceptance of the Work Order.
  - ii) Signing/Acceptance of the Work Order.
  - iii) Upon acceptance by owner of the Advance Bank Guarantee for 10% of the Contract Price as per the Work Order, valid according to Clause 10.
  - iv) Acceptance of jointly prepared completion of work schedule in PERT for entire scope of work. This work schedule shall be referred to at the time of escalation issue if any.
- Remaining 5% would be released after deployment of manpower and machineries at project site and commencement of work.

## 13.0 **PAYMENT CERTIFICATES**

The payment to the CONTRACTOR shall be as follows for this work:


- i) The CONTRACTOR shall submit to the Project Manager monthly statements of the value of the work executed less the cumulative amount certified previously supported with detailed measurement of the items of work executed.
- ii) The Project Manager shall check the Contractor's monthly statement within 14 days and certify the amount to be paid to the Contractor.
- iii) The value of work executed shall be determined, based on measurements by the Project Manager.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 49 OF 77</b>

- iv) The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities (BOQ) completed.
- v) The value of work executed shall also include the valuation of Variations and Compensation Events.
- vi) The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- vii) In case of the shortfall/slippage of the estimated quantity of work to be executed as per the approved schedule in a month, the same shall additionally be executed during the fore coming months by deployment of additional manpower/ machineries by the CONTRACTOR without any additional cost to the OWNER to ensure completion of the work within stipulated Contract period.

#### **14.0 PAYMENTS**

- i) The Owner shall pay the Contractor the amounts certified by his Project Manager, within 14 days of the date of each certificate on monthly basis.
- ii) Payments shall be adjusted for deductions for advance payments, security deposit, other recoveries according to the terms of the Contract and taxes at source, as applicable under the law.
- iii) Recovery of Mobilization Advance shall be done on prorata basis from each works bill till adjustment of the entire mobilization advance subject to the adjustment from the final bill.
- iv) The Owner shall retain 10% from each works bill due to the Contractor until completion of works.
- v) Upon certification of completion of works in all respect by the Project Manager and upon receipt of a letter of request from the contractor for releasing the retained amount, the total amount retained shall be paid to the contractor after recoveries, if any, according to the terms of the Contract and deduction of taxes at source, as applicable under the law.

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 50 OF 77

- vi) Royalty certificate for sand and aggregate shall be submitted along with the bills for taking up action by the OWNER.

#### **15.0 ADVANCE BANK GUARANTEE**

Within ten (10) days of Effective Date, the CONTRACTOR shall deposit with OWNER a Advance Bank Guarantee (ABG), equivalent to ten percent (10%) of the total Contract Price, in the form of Bank Guarantee, as per the prescribed format provided in the **Appendix A**. The ABG shall be released after the adjustment of the entire mobilisation advance.

#### **16.0 CONTRACT PERFORMANCE BANK GUARANTEE**


Within ten (10) days of Effective Date, the CONTRACTOR shall deposit with OWNER a Contract Performance Bank Guarantee (CPBG), equivalent to ten percent (10%) of the total Contract Price, in the form of Bank Guarantee, as per the prescribed format provided in the **Appendix B**. The CPBG shall be kept valid for till the defect liability Period. Upon completion of defect liability period of 12 months, Contract Performance Bank Guarantee (CPBG) shall be released to the contractor.

#### **17.0 COST OF REPAIRS**

Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's act or omissions.


#### **18.0 INSURANCE**

- a. In accordance with the provisions of the Contract, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 51 OF 77</b>

the policies shall be subject to the approval of the Owner, such approval not to be unreasonably withheld.

- b. CONTRACTOR shall ensure to obtain all necessary insurance coverage including 3<sup>rd</sup> party as applicable and keep valid during the duration of the contract (i.e. from the Effective Date of the Contract until the validity of CPBG) OWNER shall not be responsible and shall not entertain any such insurance claims. The insurance to be covered shall include but not be limited to the following:
  - i) The CONTRACTOR shall arrange, secure and maintain insurance covering the Works, Temporary Works and all materials to be incorporated therein to the full replacement value thereof per occurrence. This insurance shall cover all risks which are normally insurable including Earthquake, RSMD, STFI and Extended Maintenance cover for Defect Liability Period etc.
  - ii) The CONTRACTOR shall arrange, secure and maintain in-transit insurance for all Equipment/Instruments up to the Site.
  - iii) The CONTRACTOR shall arrange, secure and maintain All Risk Insurance. The CONTRACTOR's All Risk Insurance shall also cover the OWNER for this work only from the Effective Date of the Contract until the validity of CPBG.
  - iv) Erection All Risk Policy/Contractor All Risk Policy : The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover.
  - v) Comprehensive Automobile Insurance shall cover the CONTRACTOR against all claims for injury, disability, disease and death of third parties (including employees of the Purchaser) and damage to the property of third parties arising from the use of motor vehicles on or off the Site, irrespective of the OWNERSHIP of such vehicles.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 52 OF 77</b>


vi) Comprehensive General Liability Insurance shall cover the CONTRACTOR against all claims arising from injury, disability, disease or death of third parties or damage to property of others due to any act or omission by the CONTRACTOR or Sub-CONTRACTOR, or any of their respective employees, representatives or agents, or caused by riots, strikes and civil commotion. The Comprehensive General Liability Insurance shall cover the areas in which the CONTRACTOR or its Sub-CONTRACTORS will perform the work.

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

viii) Third Party insurance for CONTRACTOR's employees and materials used for completion of the works

CONTRACTOR shall take suitable insurance cover towards the workmen and staff deployed by him and indemnifies the OWNER from any claims in this regard.

Workmen's Compensation Insurance shall cover the workers of CONTRACTOR and his sub-CONTRACTORS against claims for injury, disability, disease or death of the employees of the CONTRACTOR or its respective Sub-CONTRACTOR to the extent not covered by the Workmen's Compensation Act, 1924. CONTRACTOR shall take accident insurance policy to adequately cover his employees who do not fall in the definition of Workmen as above, under the Workmen Compensation Act, against accident/death/disability/accidental death.

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 53 OF 77

## 19.0 **EXPLOSIVES**

The CONTRACTOR shall arrange all explosives, detonators etc that may be required for execution of the works by itself including necessary approvals for use of explosives from relevant Government Authorities/Government Approved Authorities and would strictly follow the laid down norms for handling of explosives. They would also arrange portable magazine of adequate capacity and licensed blasting expert for carrying out various work. Documentary evidence shall be furnished to the Project Manager regarding meeting of all the relevant statutory requirements by the Contractor in matter of storage, transportation and use of Explosives and detonators. The Contractor will comply with all the relevant provision of law such as Indian Explosive Act 1940 with amendments thereto. Relevant BIS code shall be adhered for safety precaution during inspection, handling, transportation, charging of explosives, firing/shooting with fuse/misfire etc

## 20.0 **EFFECTIVE DATE OF CONTRACT**


This Contract shall be deemed to have become operative and effective from the date of issue of Notification of Award (NOA).

## 21.0 **COMPLETION TIME**

The completion time of the whole work, to the full satisfaction of the Owner, is 22 (twenty two) months from the date of Notification of Award (NOA).

## 22.0 **DEFECT LIABILITY PERIOD**

The Defect Liability Period is 12 months from the certified date of completion of work accepted by the OWNER.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 54 OF 77</b>

### **23.0 LIQUIDATED DAMAGES FOR DELAY**

Liquidated Damages (LD) for delay in completing the entire work shall be calculated at the rate of 0.05% of the Contract Price per day of delay from the date of completion of work. .

Overall Liquidated Damages for delay shall be limited to ten percent (10%) of the value of Contract Price.

The amount of compensation if any paid by the OWNER on behalf of the CONTRACTOR, may be adjusted/withheld/deducted or set off against any sum payable to the CONTRACTOR under this Contract.

### **24.0 ASSIGNMENT**


CONTRACTOR shall neither sub-let, transfer nor assigns the whole or any part of the work under its Scope without a prior written consent of OWNER.

Any such subcontracting by the CONTRACTOR shall not relieve CONTRACTOR of any of the obligations or liabilities under this contract and CONTRACTOR shall be responsible for any failure or non-performance of the assignee or sub-CONTRACTOR.

In the event that this Contract is assigned under the terms of this clause, the assignees of the CONTRACTOR shall be bound by the terms and conditions of this Contract and shall if deemed necessary undertake in writing to be so bound by this Contract.

### **25.0 INDEMNITY**

CONTRACTOR shall be fully responsible and shall indemnify OWNER against all losses or damages including any fine/penalty imposed on OWNER, due to the acts/deeds of any of CONTRACTOR's engineers/employees deputed for any Work under the Contract.

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 55 OF 77

CONTRACTOR shall be liable for and shall indemnify OWNER in respect of all claims or demands raised by any of CONTRACTOR's employees due to any reason whatsoever, including claims arising out of intellectual property.


CONTRACTOR shall be solely responsible for any/all disputes/differences arising between CONTRACTOR and CONTRACTOR's employees, and shall keep OWNER indemnified against all losses, damages and claims arising thereof.

## 26.0 **CONFIDENTIALITY**

- a) CONTRACTOR shall hold in strict confidence all secret know-how, data, information and records received by it from OWNER, and marked or identified as such and shall not disclose the same to third parties without prior written approval of OWNER, or render any service to a third party based on such know-how, data, information and records received by it under this Agreement.
- b) CONTRACTOR shall bind its affiliates, SUB-CONTRACTORS and their respective officers, directors, employees, agents and representatives to secrecy and shall take those measures reasonable and necessary to observe the obligations of non-disclosure by its personnel, of data, information and records received by it from OWNER, to third parties.

## 27.0 **FORCE MAJEURE**

- a) Event of Force Majeure: Event of Force Majeure means any event or circumstance or a combination of events and circumstances referred to in Clause 25.0 b) below which (or any consequences of which) adversely affects the performance by either party (the ***Affected Party***), of its obligations under the Contract and which are beyond the reasonable control of Affected Party and which the Affected Party could not have prevented by Good Industry Practice or by the exercise of reasonable skill and care.


 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 56 OF 77</b>

- b) Force Majeure shall include the following events and circumstances to the extent that they, or their consequences, have an effect described in Clause 25.0 a)
- i) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riots, insurrection, civil commotion, act of terrorism, or sabotage;
  - ii) Strikes and lock-outs affecting the power industry as a whole and having a duration of not less than seven (7) consecutive days and not arising out of disputes between the CONTRACTOR or any Affiliate or any of their employees, SUB-CONTRACTOR's or agents;
  - iii) Act of God; epidemic, pandemic, lightning, earthquake, cyclone, whirlwind, flood, tempest, storm, drought, or other unusual or extreme adverse weather or environmental conditions (excluding the monsoon);
  - iv) Any decision or order of a court or tribunal which has the effect of restraining all or any of the activities of the CONTRACTOR, except to the extent that it constitutes a remedy or sanction lawfully exercised as a result of a breach by the CONTRACTOR of any Indian Law. In this connection due regard shall be had to the final determination of a Court or Tribunal and the question as to breach by the CONTRACTOR of any Law be determined on such basis.

## **28.0 FORCE MAJEURE EXCLUSIONS**

Force Majeure shall not include the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a) Delay in the performance of the SUB-CONTRACTOR, and/or their agents of the OWNER's CONTRACTOR;

 KHUTANI POWER	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 57 OF 77

- b) Non-performance resulting from normal wear and tear typically experienced in construction materials and equipment.
- c) Non-performance caused by, or connected with, the Affected Party's:
  - i. Negligent or intentional acts, errors or omissions;
  - ii. Failure to comply with an Indian law or directive; or
  - iii. Breach of, or default under this Contract.

## 29.0 **MITIGATION**

The parties shall use their reasonable efforts to mitigate the effects of any event or circumstances of Force Majeure and to co-operate to develop and implement a plan of remedial and reasonable alternative measures to remove the event or circumstances of Force Majeure.

## 30.0 **AMENDMENT**

No modifications, alterations or amendments to the provisions herein contained shall be binding on the Parties hereto unless evidenced in writing and signed by duly authorized representatives of both Parties


## 31.0 **GOVERNING LAW**

This Contract shall be governed by the Indian Laws in force as may be amended from time to time.

## 32.0 **ACCEPTANCE OF BID**

The Owner is not liable to accept the lowest Bid Price. The Owner also reserves the right to place an award for part of the work, as deemed fit and the unit rates quoted shall be valid for the quantum of work to be awarded by KPCPL.

## 33.0 **SUSPENSION AND TERMINATION**

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 58 OF 77


If the CONTRACTOR fails to perform the work as per the true design/drawings/ specification /quality to the satisfaction of Project Manager, the OWNER, after due notice given to the CONTRACTOR may suspend the work till the rectification work will be done to the satisfaction of the Project Manager, no compensation shall be payable to the CONTRACTOR due to this faults by him. Upon suspension of the work, CONTRACTOR shall

- a) properly care for and protect all work in progress and all property of the OWNER which pursuant to the terms of this contract is subject to the supervision of the CONTRACTOR in whatever state of completion
- b) place no further subcontracts or purchase orders for materials, services, work or facilities in respect of the work; and
- c) use all reasonable endeavours to suspend on the most favourable terms available to the CONTRACTOR all purchase orders, subcontracts and rental and lease agreements to the extent affected by such suspension and otherwise minimise any additional costs associated with such suspension.


The CONTRACTOR shall promptly deliver to the OWNER copies of all such work in progress and all such property as may be requested by the OWNER. Upon the default being remedied by the OWNER, the CONTRACTOR shall immediately use its best efforts to resume performance of its obligations pursuant to the Contract.

#### **34.0 TERMINATION**

- a) Under circumstances amounting to Force Majeure events under clause 28.0 hereinabove, the CONTRACTOR shall, on the instruction of Project Manager, suspend the progress of the works or any part thereof for such time and in such manner as may be considered necessary. No compensation, except extension of time, would be admissible to the CONTRACTOR for any stoppage/suspension of work ordered by the Project Manager.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: IV
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 59 OF 77

- b) OWNER may, by written notice, terminate this Contract whenever OWNER deems such termination to be in its best interest of work. OWNER shall pay CONTRACTOR for (i) all Services performed up to the date of termination (including the services necessary to carry out such termination and protect the Site as it then exists), (ii) demobilization costs and expenses reasonably and necessarily incurred by CONTRACTOR solely because of such termination, with OWNER specific prior approval, provided however, that in case the termination is on account of Force Majeure where the CONTRACTOR is the affected Party, OWNER shall not be liable to pay the demobilization costs and expenses mentioned herein, and (iii) the unpaid portion of the Fee calculated by multiplying the Fee Percentage times the total direct labour costs under (i) and subtracting the fee paid to date.
- c) If CONTRACTOR fails to perform its obligations or refuses, or contravenes substantial provisions of the Contract, OWNER without prejudice to its other rights, may rescind or terminate this Contract.
- d) On termination by OWNER under this Clause, OWNER may carry out the work necessary for completion of the work either by itself or through its agents or may re-contract to any person(s) to execute the work.
- e) Upon termination, all the deliverables submitted by the CONTRACTOR either in soft / hard form shall become the property of OWNER.
- f) If the termination is due to default of the CONTRACTOR, OWNER has the right to recover differential in the new contract value and the contract value required to engage replacement of CONTRACTOR.
- g) If OWNER does not get the clearance from government authorities to carry out any of the activities covered under the scope of work of the CONTRACTOR, such activities will be excluded from the scope of work of the CONTRACTOR and compensation will be paid to the


 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 60 OF 77</b>

CONTRACTOR against such activity to the extent the work is completed subject to acceptance by OWNER of the quantum of work done.


- h) OWNER shall be at liberty to terminate this contract and ask CONTRACTOR to leave OWNER's premises at once; if OWNER finds that CONTRACTOR is acting in contravention to, any of the clauses of the contract. OWNER shall be the sole judge in this regard. In such an event OWNER shall be entitled to recover all damages and expenses, including losses suffered by OWNER due to such termination. No compensation shall be paid to the CONTRACTOR for such termination.
- i) OWNER reserves the right to terminate, suspend or abandon this Contract either in part or in full at OWNER's discretion, without specifying any reason whatsoever by giving two (2) days' notice, at any time during the term of this Contract.

### **35.0 ARBITRATION**

- a) Where notice of intention to commence arbitration as to a dispute has been given in accordance with this clause no 33.0, the Parties shall attempt to settle such dispute amicably before the commencement of arbitration. Provided that, unless the Parties otherwise agree, arbitration may be commenced on or after thirtieth (30th) day after the day on which notice of intention to commence arbitration of such disputes was given, even if no attempt at amicable settlement thereof has been made.
- b) If no settlement is achieved within the afore-mentioned thirty (30) day period, either Party may submit the dispute to arbitration under the Arbitration and Conciliation Act, 1996. Each Party irrevocably submits to the exclusive jurisdiction of the arbitral tribunal. The arbitration proceedings shall be held in Gurgaon, and conducted in the English language.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION: IV</b>
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 61 OF 77</b>

- c) In order to submit a dispute to arbitration, the Party seeking to do so, shall send a written notice of the intent to commence arbitration to the other Party. Subject to Clause 33.0 a), each Party shall select one arbitrator, and shall notify the other Party of the identity of such arbitrator. These arbitrators shall select the third arbitrator who shall act as the presiding arbitrator of the tribunal. The presiding arbitrator shall have the requisite knowledge and experience of Indian Law, of hydro power projects in India and of commercial issues relating thereto in accordance with the Indian Law. The arbitrators shall be fluent in English.
- d) The tribunal's decision shall be final and binding upon the Parties, and such decision shall not be subject to modification or appeal, except as allowed by the Arbitration and Conciliation Act, 1996.
- e) Notwithstanding any pending reference to arbitration, both Parties shall continue to proceed with execution of their respective commitments under this Agreement, until the arbitration award is known, unless the question of such continuance is a subject matter of such proceedings. CONTRACTOR shall be entitled to receive all payments due from OWNER, notwithstanding the arbitration proceedings, except those in Dispute before the arbitration. The provisions of this clause shall expressly survive termination of this Contract.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: Appendix
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 62 OF 77

**BID DATA SHEETS**

**APPENDIX - A**

**FORMAT FOR ADVANCE BANK GUARANTEE:**

Ref.:

Date:

To

Khutani Power Company Private Limited  
Plot No. 49, 4<sup>th</sup> Floor,  
Sector -44,  
Gurgaon - 122001

Dear Sir,


In consideration of M/s Khutani Power Company Private Limited (hereinafter referred as the 'Client', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment

\_\_\_\_\_ for Khutani Small Hydro Electric project ( 21MW) in Uttarakhand, Contract by issue of Client's Contract Letter of Award no. \_\_\_\_\_ dated \_\_\_\_\_ 2018 and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) for the \_\_\_\_\_ works for Khutani Small Hydro Electric project ( 21MW) in Uttarakhand (hereinafter


 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: Appendix
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 63 OF 77

called the 'Contract') and the Contractor having agreed to furnish a Bank Guarantee amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) to the Client for irrecoverable advance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand an or, all monies payable by the Contractor to the extent of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid at any time up to \_\_\_\_\_-2018 without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client 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 until the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Contractor any other course or remedy or security available to the client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: Appendix
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 64 OF 77

forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.


This Guarantee shall not be affected by any change in the constitution or winding up of the Contractor /the Bank or any absorption, merger or amalgamation of the Contractor /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and it shall remain in force up to and including \_\_\_\_\_-2018.

Notwithstanding anything contained herein above:

1) Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

2) This guarantee shall be valid up to \_\_\_\_\_-2018. Any extension shall be on request from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: Appendix
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 65 OF 77

3) Unless a claim is lodged with us by you in writing up to \_\_\_\_\_, all your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee.

WITNESS

1. [signature, name and address]

2. [signature, name and address]


[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: Appendix
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 66 OF 77

**APPENDIX - B**

**FORMAT OF PERFORMANCE BANK GUARANTEE**

(TO BE ISSUED ON RS.200/- STAMP PAPER)

Bank Guarantee No. \_\_\_\_\_

Place :

Date :

To


.....  
.....

Whereas ..... having its Registered office at ..... (hereinafter referred to as the "Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) has awarded to M/s. \_\_\_\_\_ with its Registered / Head Office at \_\_\_\_\_

(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a contract no. \_\_\_\_\_ dated \_\_\_\_\_, construction of Project Approach Road for ....., (the Contract);

And whereas the value of the Contract is Rs. \_\_\_\_\_/- (the Contract Value);


And whereas it is a condition of the Contract that the Contractor shall provide a Performance Bank Guarantee for the due and faithful performance of the entire Contract for a sum equivalent to \_\_\_\_% of the Contract Value to the Owner on or before \_\_\_\_\_;

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION:</b> Appendix
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 67 OF 77</b>

And whereas the Bank under instructions from the Contractor has agreed to guarantee the due performance of the Contract.


Now it is agreed as follows:

2. We \_\_\_\_\_(Name of the Bank) having its Head Office at \_\_\_\_\_(hereinafter referred to as the Bank, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) shall indemnify and keep indemnified the Owner for, and guarantee and undertake to pay to the Owner immediately on written demand, a sum equivalent to \_\_\_\_\_% of the Contract Value as aforesaid at any time upto \_\_\_\_\_ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor, against all losses, damages, costs and expenses that may be caused to or suffered by the Owner by reason of any default on the part of the Contractor in performing and observing any and all the terms and conditions of the Contract or breach on the part of the Contractor of terms or conditions of the Contract.
  
3. The demand shall consist only of an original letter issued by Owner stating that the Contractor has failed to fulfill its obligations under the Contract. Such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference or dispute between the Owner and the Contractor or any difference or dispute pending before any Court, Tribunal, Arbitrator or any other authority.
  
4. The Bank undertakes not to revoke this guarantee during its currency without previous written consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable during the period that would be taken for satisfactory performance and fulfillment in all respects of the Contract or in the event of any dispute between the Owner and Contractor until the dispute is settled (provided that the claim/ demand under this

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: Appendix
SPEC. NO. TCE.7784A-3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 68 OF 77

guarantee is lodged /referred during the currency of this guarantee ) or till the Owner discharges this guarantee whichever is earlier .

4. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting the liability of the Bank under this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
5. The Bank agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor's liabilities.
6. Notwithstanding anything contained hereinabove the liability of the Bank under this guarantee is restricted to a sum equivalent to \_\_\_\_\_% of the \_\_\_\_\_ Contract \_\_\_\_\_ Value \_\_\_\_\_ i.e. Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and it shall remain in force upto and including \_\_\_\_\_. Unless a demand to enforce a claim under this guarantee is made against the Bank within three months from the above date of expiry i.e. up to \_\_\_\_\_, all the rights of the Owner under the said guarantee shall be forfeited and the Bank shall be released and discharged from all liabilities thereafter.

 <b>KHUTANI POWER</b>	<b>Khutani Power Company Private Limited, (KPCPL)</b>	<b>SECTION:</b> Appendix
<b>SPEC. NO.</b> TCE.7784A-3057-01	<b>Khutani Hydroelectric Project (21MW), Uttarakhand</b>	<b>SHEET 69 OF 77</b>

7. This Performance Bank Guarantee shall be governed by the laws of India.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_.

Witness

1.

For \_\_\_\_\_ Bank


2.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Power of Attorney No. \_\_\_\_\_

Banker's Seal

	<b>Khutani Power Company Private Limited, (KPCPL)</b>	SECTION: Annexure
SPEC. NO. TCE.7784A- 3057-01	Khutani Hydroelectric Project (21MW), Uttarakhand	SHEET 70 OF 77
<div data-bbox="1843 400 2051 432" data-label="Section-Header"> <p><b><i>ANNEUXRE-I</i></b></p> </div> <div data-bbox="179 627 1908 716" data-label="Text"> <p><b>(Bidders has to indicate here the ‘site appreciation report’ and the ‘methodology’ of all works, for execution and successful completion of the work for which he is bidding including manpower and machineries)</b></p> </div> <div data-bbox="2080 1396 2177 1469" data-label="Text"> <p>ISSUE R0</p> </div>		

**ANNEXURE-II****Similar Types Construction work Experience (in last 7 years)**

Bidder must fill in this form

<b>Starting Month Year</b>	<b>Ending Month Year</b>	<b>Years</b>	<b>Contract Identification and Name Name and Address of Owner Brief Description of the Works Executed by the Bidder</b>	<b>Role of Bidder</b>

Attached are copies of certificates of accreditation for the project listed above.

## ANNEXURE-III

### List of Personnel

Bidders should provide the names of suitably qualified key each personnel to be deployed for the project in the following format

SI No.	Title of position	Name	Educational Qualification	Experience	
				Total Experience	Number of years of experience at relevant position
1					
2					
3					
4					
5					

## ANNEXURE-IV

### List of Equipments

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in clause no. 10 (Mobilization) in GCC. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment (with supporting documents) <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	