

**REQUEST FOR PROPOSAL**

**FOR**

**PROVIDE, LAYING, TESTING AND COMMISSIONING OF 3 no's of 22 KV CABLES  
FROM 132/22 KV KHULEWADI SUBSTATION TO KHARADI SEZ**

**Issued by**

**M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED**



**BID SPECIFICATION NO. Kharadi/Power/2018-19/K023 date: 26<sup>th</sup> October 2018**

**Registered Address: Raheja Tower, Plot No: C-30, G Block, Next to Bank of Baroda,  
Bandra Kurla Complex, Bandra (E) Mumbai-400051, Maharashtra, India**

**REQUEST FOR PROPOSAL (hereinafter referred to as RFP)**

**BID SPECIFICATION NO. Kharadi/Power/2018-19/K023 date: 26<sup>th</sup> October 2018**

The bid document is addressed to:

M/s.....  
 .....  
 .....

Notes:

1. The bid document is not transferable
2. Though enough care has been taken while issuing the bid documents, the bidder should satisfy himself that documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no such intimation is received by this office from any bidder within 3 days from the date of issue of the bid documents to him, then this office shall consider that the bid documents complete in all respects have been received by the bidder.

Issued by:-

Name	:	Suhas Ambade
Designation	:	Associate Vice President
Address	:	Raheja Tower, Plot No: C-30, G Block, Next to Bank of Baroda, Bandra Kurla Complex, Bandra (E), Mumbai – 400051, Maharashtra, India
Contact Person for any queries	:	<b>Mumbai Office</b> - Vinayak Pawar/Vikram Yermalkar <b>Pune Office</b> - Harshad Chhatrapati
Phone	:	+91-22-26564659, +91 22-26564914
Fax	:	+91-22-26564604
Email	:	<a href="mailto:pawarv@kraheja.com">pawarv@kraheja.com</a> / <a href="mailto:vyermalkar@kraheja.com">vyermalkar@kraheja.com</a> / <a href="mailto:hchatrapati@kraheja.com">hchatrapati@kraheja.com</a>
Date	:	26 <sup>th</sup> October 2018

**VOLUME 1:**  
**SECTION 1:**  
**INVITATION FOR BIDS**

## SECTION 1: INVITATION FOR BIDS

**Background:** M/s KRC Infrastructure & Projects Private Limited and M/s. Gera Developments Pvt. Ltd. (jointly), under Section 3 of the Special Economic Zones (SEZ) Act, 2005 (28 of 2005), are setting up a sector specific Special Economic Zone (SEZ) for Information Technology and Information Technology Enabled Services (IT & ITeS SEZ) at Survey No. 65(p), Village Kharadi, Taluka Haveli, District Pune, Maharashtra, India. The Ministry of Commerce & Industry (Department of Commerce), Government of India, SEZ Section, on being satisfied that the requirements under sub-section (8) of Section 3 of the SEZ Act, 2005, and other related requirements have been fulfilled, granted the Letter of Approval (LoA) and notified an area of 4.03 hectares as SEZ area in the name of M/s. KRC Infrastructure and Projects Private Limited and M/s. Gera Developments Pvt. Ltd. (jointly) under sub-section (10) of Section 3 of the SEZ Act, 2005 for development, operation and maintenance of the sector Specific IT&ITeS SEZ at Kharadi, District Pune, in the State of Maharashtra . The proviso inserted in clause (b) of Section 14 of the EA2003 is as under:

*“Provided that the Developer of a Special Economic Zone notified under Subsection (1) of section 4 of the Special Economic zones Act, 2005, shall be deemed to be a Licensee for the purpose of this cause, with effect from the date of notification of such Special Economic Zone”.*

M/s. KRC Infrastructure and Projects Private Limited (Owner) and M/s. Gera Developments Pvt. Ltd. (Jointly) have been notified as the Developer of the SEZ by the Ministry of Commerce & Industry (Department of Commerce) vide Notification No. S.O. 2203 (E) dated June 19, 2017, and are developing the said IT & ITeS SEZ.

Thus, OWNER, being the developer of the IT & ITeS SEZ, is a deemed Power Distribution Licensee and Hon'ble Commission (MERC) has issued the Specific Conditions of the distribution licensee applicable to the Owner.

1. **Owner** hereby invites offers from interested companies who are capable of Provide, Laying, Testing & Commissioning of 3 no's of 22 kV Cables from 132/22 kV Khulewadi Substation to Kharadi SEZ.

2. The salient details of RFP are furnished below:-

**Table 1:**

Sr. No.	Description	
1	Tender No.	BID SPECIFICATION NO. Kharadi/Power/2018-19/K023 date: 26 <sup>th</sup> October 2018
2	Broad Scope of Work	Provide, Laying, Testing & Commissioning of 3 no's of 22 kV Cables from 132/22 kV Khulewadi Substation to Kharadi SEZ
3	Earnest Money Deposit amount	Rs 5, 00,000/- (Rupees Five Lakh only) in the form of DD / Banker's cheque / Pay Order along with the bank confirmation letter in favour of "KRC Infrastructure & Projects Private Limited" payable at Mumbai
4	Contract Performance Guarantee (CPG)	10% of Contract Price in the form of Bank Guarantee issued by any Nationalized/Private Bank
5	Bid Documents	To be downloaded by the Bidder from website <a href="http://www.krahejacorp.com">www.krahejacorp.com</a>
6	Prices	Firm
7	Validity of offer	The validity of Price Bid of bidder shall be Three Months from the Date of Opening of Price Bid.
8	Address	<b>Suhas Ambade</b> Associate Vice President Address: Raheja Tower, Plot No: C-30, G Block, Next to Bank of Baroda, Bandra Kurla Complex, Bandra (E), Mumbai - 400051, Maharashtra, India  Email: <a href="mailto:sambade@kraheja.com">sambade@kraheja.com</a>
9	Contact Person & Email Address for RFP Queries	Mr. Harshad Chhatrapati / Mr. Vinayak Pawar / Mr. Vikram Yermalkar  Email Address: <a href="mailto:hchatrapati@kraheja.com">hchatrapati@kraheja.com</a> / <a href="mailto:pawarv@kraheja.com">pawarv@kraheja.com</a> / <a href="mailto:vyermalkar@kraheja.com">vyermalkar@kraheja.com</a>

3. The overall timelines for the bidding process are as follows:

**Table 2:**

Sr. No	Activity	Date
1	Commencement of sale of RFP	26 October 2018
2	Pre- Bid Queries from interested bidders	31 October 2018
3	Pre-Bid Meeting	01 November 2018
4	Response to the Bidder's queries	05 November 2018
5	Submission of Technical Bids	12 November 2018, 12:00 hrs
6	Opening of the Technical Bids	12 November 2018, 14:00 hrs
7	Declaration of Technically qualified bidders	14 November 2018
8	Mandatory Training to Technically qualified bidders regarding "ARIBA" portal of KRC	15 November 2018
9	Training regarding E- Reverse Auction	15 November 2018
10	Submission of the Price bids online through "ARIBA" portal of KRC	16 November 2018, 12:00 Hrs
11	E- Reverse Auction	16 November 2018,14:00 Hrs

4. The Bidder will have to download the RFP from the website of K Raheja Corp website [www.krahejacorp.com](http://www.krahejacorp.com) . For any kind of queries you may contact the concerned officials mentioned above.
5. The Bidder will have to submit the EMD of Rs 5, 00,000/- (Rupees Five Lakh only) in the form of DD / Banker's cheque / Pay Order along with the bank confirmation letter in favour of "KRC Infrastructure & Projects Private Limited" payable at Mumbai along with the submission of bid.
6. The bidder should meet the qualifying requirements stipulated in Section 3 of the Bid Document.
7. The Contractor shall be required to furnish Contract Performance Guarantee (CPG) in favour of M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED within 7 days from the date of selection of Contractor for an amount calculated at 10% of Contract Price.

8. The CPG shall be in the form of Bank Guarantee issued by any Nationalized/Private Bank.
9. The validity of Price Bid of bidder shall be three months from the Scheduled Date of opening of Price Bid. However, OWNER may ask the bidders to extend the validity period, if required.
10. OWNER in its own discretion has the right to reject all bids or part thereof without assigning any reason, including where the quoted prices are not aligned to the prevailing market prices. The decision of OWNER shall be final and binding on the bidders in this regard.
11. Interested eligible bidders may obtain further information in respect of bidding documents from the office of OWNER at the address mentioned above on all working days.
12. Address for communication: Vinayak Pawar/Vikram Yermalkar, Raheja Tower, Plot No: C-30, G Block, Next to Bank of Baroda, Bandra Kurla Complex, Bandra (E), Mumbai – 400051, Maharashtra, India

**VOLUME 1:**  
**SECTION 2:**  
**INSTRUCTIONS TO BIDDERS**



## SECTION 2: INSTRUCTIONS TO BIDDERS

### 1.1 Scope of Work

The scope of work to be carried out under this Contract shall be Provide, Laying, Testing & Commissioning of 3 no's of 22 kV Cables from 132/22 kV Khulewadi Substation to Kharadi SEZ, as per the "Bill of Quantities" and as per the "Terms and Conditions". This shall also include the works of clearing of site to the entire satisfaction of the Owner, preparation of "As Installed/Built drawings", all matters pertaining to this contract including certification of measurements, approval of materials and approval of all Design/ Drawing Documents from Statutory Authorities.

### 1.2 Eligible Bidders

- The invitation for bid is open to all the Competent and Capable Bidders.
- Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- The bidder should meet the Qualifying Requirements specified in Section 3 of this document.
- The Bidder should have the statutory licenses from the concerned authorities and should have requisite registrations with the concerned authorities including but not limited to the following:

- i. The Bidder should have a valid Electrical Contractor's License issued by the Govt. of Maharashtra (India)
- ii. The Bidder should be registered under GOODS & SERVICE TAX (GST) Act
- iii. The Bidder should be registered under Provident Fund Act (P.F. Act)

Copies of the certificates/documentary evidence for sub clause i to iii of above Clause shall be submitted along with the Bid in Envelope no.2. If the Bidder does not have the requisite licenses/ registrations at the time of submission of Bid, he has to process for them so that the same are made available before the time of Award of Contract, but in that case, he has to give undertaking on 100 Rs. Stamp paper that he is processing for obtaining the certificates/documentary evidence as stipulated and the same shall be made available by the time of Award of Contract. If the necessary certificates are not obtained by the bidder by the time of Award of Contract the EMD shall be forfeited.

### **1.3 Representation/ Authorization of Bidder**

The Bidder shall name in the Format A its authorized representative / agent designation, contact numbers, email address and postal address. In case, the representative/agent is changed during the course of execution of the Contract, such changes shall be notified to the Owner by the Contractor, failing which, the Owner shall not accept any responsibility.

### **1.4 Local Representation**

Foreign Bidders/ Foreign OEMs must have office in India and shall indicate in their Bid, the name of contact person and details of the office in India.

### **1.5 Cost of Bid**

The bidder shall bear all costs associated with the preparation and submission of his bid and the Owner will in no case be responsible or liable for those costs.

### **1.6 Bidder to Inform Himself Fully**

The bidder shall make independent enquiry and satisfy himself as to all the required information, inputs, conditions, circumstances and factors, which may have any affect on its bid price and also on the execution of work covered under these specifications and documents. In assessing the bid, it is deemed that the bidder has inspected and examined the site conditions and its surroundings, examined the laws and regulations in force in India, the transportation facilities available in India, the conditions of roads, bridges, ports, etc. for unloading and / or transporting heavy pieces of material and to have based its design, equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances, which may influence or affect the execution of the works as specified in these bid specification.

The costs of visiting the site shall be at the bidder's own expense.

In their own interest, the bidders are requested to familiarize themselves with the Income Tax Act, the Companies Act, the Customs Act and all other related acts and laws prevalent in India. The Owner shall not entertain any request for clarifications from the bidders regarding such local laws and the conditions. However, the Owner shall direct the bidder from where to obtain such assistance, provided the request for such assistance is received well in advance. However, non-receipt of such information shall not be a reason for the bidder to request for extension to the date of submission of the bid.

The bidder shall understand and agree that before submission of its bid, all such factors, as generally brought out above, have been fully investigated and considered while submitting the bid. No claim for financial adjustment to the contract awarded under this specification and documents shall be entertained by the Owner. The Owner shall also not permit any change in time schedule or any financial adjustment arising thereof, which are based on lack of clear understanding of such site conditions, laws and regulations and other related information and / or its effect on the price quoted in the bid.

## **1.7 Bidding Documents**

The bid documents comprise the following:

Volume -1: General information. Commercial conditions and Formats

- Section – 1 : Invitation for Bid.
- Section – 2 : Instructions to Bidders
- Section – 3 : Bid Qualification Requirements.

- Section – 4 : Special Conditions of Contract (SCC)
- Section – 5 : Formats & Schedules
- Section – 6 : General Conditions of Contract (GCC)

Volume-2: Technical Specification, Approved Make list & Single Line Diagram

- Section – 1 : Technical Specifications
- Section – 2 : Approved Make list
- Section – 3 : Single Line Diagram

This volume contains the site data, scope of works, system requirements, guarantee parameters, technical schedules, technical specification of the equipment, Single Line Diagram.

The bidder is expected to examine all forms, terms and conditions and specifications forming part of the bidding documents. Failure to furnish complete information required as per 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 the rejection of his bid.

The bidder shall bear all costs associated with the preparation and submission of the bid. The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against the Owner for rejection of its bid or if the Owner may elect to withdraw the invitation to bid. The Owner shall always be at liberty to reject or accept any bid or bids at its sole discretion and any such action shall not be called into question and the Bidder shall have no claim in that regard against the Owner. The Owner is not bound to give any reasons for the rejection of the bid.

The Bidder shall note the following:

- Bid Documents are not transferable.
- Not more than one bid for the work shall be submitted by one bidder.
- If the Bidder deliberately gives wrong information in its bid to create circumstances for the acceptance of its bid, the Owner reserves the right to reject such bid and / or cancel the order, if placed.
- Bid documents submitted by the bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to the bidder.
- Bid must cover the entire scope of work as specified in Technical Specification.

- All the pages of the bid submitted shall be signed by authorized signatory.

Bids covering partial scope of work shall not be acceptable and shall not be considered for evaluation.

### 1.8 Clarification/Interpretation of Bidding Documents

If any bidder finds discrepancies or omissions in the Bid specification and documents or is in doubt as to the true meaning of any part of the bid documents or scope of work to be executed, it shall at once submit a written request in English Language for clarification or interpretation of the doubt in question. Such request should reach the Owner through Email and/ or courier by mentioned in the timelines above at the address/ contact details mentioned in Section 1.

Appropriate clarification / interpretation shall be given in the form of a supplementary notice, without identifying the source, to all the Bidders who have purchased the bid document. The Owner shall respond in writing to any request for clarification of the Bid Documents. However, no oral or other interpretation shall be considered as binding on Owner.

All the pre-bid queries shall be furnished in the following format through e-mail as a MS Word document along with a post confirmation copy thereof.

Sr. No	Volume / Section/Book	Page No	Clause No.	Bid Specification	Bidder's Query
1	2	3	4	5	6
A	Volume1				
	...				
	....				
B	Volume 2				
	.....				

### 1.9 Amendment of Bidding Documents

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, modify the bidding documents by amendment. The amendment shall be notified in writing through a letter, by fax or by e-mail to all prospective Bidders who have purchased the Bid Document, and shall become an integral part of the Bid Document.

## **1.10 Submission of Bid**

The technical Bid shall be submitted in two Envelopes as specified below.

### **Envelope / Cover No.1(One) - EMD**

This cover should contain the

1. Earnest Money Deposit (EMD)
2. Duly Signed Check list

### **Envelope / Cover No.2 (Two) - Techno-Commercial Bid except price**

This cover should contain following:

1. Bidder's Qualification Requirement as per Formats A, B, C, D, E.
2. Letter of Authorisation for signing the bid.
3. Signed copy of entire tender document.
4. Copy of Auditor's Certificate supporting the Profit & Loss Statement & Balance sheet for past 3 years.
5. Self-Attested Copies of GST & PAN registration
6. Self-Attested copies of Valid Electrical Contractor's License issued by GoM
7. A Declaration that there are no legal pending legal cases or suits and liabilities. In case of such liabilities, details shall be furnished. Declaration shall be as per Format

Every Envelope shall indicate clearly the name of the Bidder and his address & Envelope number and its details. In addition, the left-top corners of the envelope should indicate the Owner's Tender specification number. If any envelope is not sealed and marked as above, the Owner will assume no responsibility for the bid's misplacement or premature opening.

The bidder's address shall be stated in the format A of the bid at which notice may be served validly upon it. All such notices that are delivered to such address shall be deemed to have been served validly or if sent by post shall be deemed to have arrived in due course. Any change of address must be notified to the Owner in writing and until such notification is received, the Owner shall not be bound to take notice of any change of address and all correspondence sent to earlier address shall be deemed to be validly served on the bidder.

### **1.11 Modification and Withdrawal of Bids**

The Bidder may modify or withdraw its bid after the bid submission, provided that written notice of the withdrawal or modification indicating the modification therein is received by the Owner prior to the deadline prescribed for submission of bids.

No bid can be withdrawn during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder in the timelines. Withdrawal of a bid during this interval shall result in the forfeiture of Bidders' EMD.

### **1.12 Bid Opening and Evaluation**

#### **1.12.1 Bid Opening**

Owner shall open the bids at its office as indicated in Invitation for Bids. The date and time for the bid opening is indicated in "Invitation for bid". In case, the date of receiving / opening of the bids happens to be a holiday for the Owner, the bids shall be received / opened on the next working day at the same appointed time. The bids will be opened in presence of the representatives of the bidders who choose to attend. Maximum two (2) persons per bidder shall attend the opening of bids. Their signatures shall be obtained in a register evidencing their presence at the time of opening and certifying that their bids submitted were opened. The bidder's names, opening of the Techno-Commercial Bid and presence or absence of the requisite EMD will be informed in the bid opening. The Owner will prepare record notes for technical bid opening dates.

The price bids shall be submitted by the bidders online through "ARIBA" Portal before the mentioned date in Table 2. The owner shall give mandatory training to all the technically qualified bidders on the date mentioned in Table 2. The Owner shall give the training on dummy quotes so that the vendor gets acquainted with the ARIBA system. All the necessary training manuals/ files in soft copy shall be provided to all technically qualified bidders after training if needed.

### **1.12.2 Policy for Bids under consideration**

After opening of the Technical Bid, the Owner shall make a study of individual bids submitted by various bidders, and clarifications / confirmation, if necessary; pertaining to each of the bid shall be called from the bidder or shall be discussed with the bidder separately during the validity period of their offer. By obtaining clarifications / confirmations in respect of each of the techno-commercial bid, all the bids will be brought at par as far as technical requirements and commercial terms and conditions are concerned.

Bids, which do not meet the stipulated qualifying criteria, will be rejected and such bidders shall be barred from submitting the price bids online.

Any effort by bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid.

### **1.12.3 Preliminary Examination**

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

The Owner shall examine the bids to determine whether they are complete, whether any computational error has been made, whether required sureties have been furnished, whether documents have been properly signed, etc., and whether the bids are qualified, responsive and generally in order.

Prior to detailed evaluation, the Owner will determine whether each bid is of acceptable quality, generally complete and substantially responsive to the bidding documents. For the purpose of this determination, a substantially responsive bid is the 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

- a) that affects the scope, quality or performance of the contract;
- b) that limits in any substantial way, inconsistent with the bidding documents, the Owner's rights or the Contractor's obligations under the Contract, or
- c) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.



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. 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 non-conformity.

In particular, the bid will be treated as non-responsive under following circumstances.

- EMD not submitted;

A bid determined as substantially non-responsive shall be rejected by the Owner and Price Bid of such bidder will not be opened and the bid shall not be considered for further evaluation.

#### **1.12.4 Evaluation of Bids**

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 compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following factors:

- a) Qualification Requirement;
- b) Overall completeness and compliance with the Technical Specifications, and deviations from the Technical Specifications to the bid, if any;
- c) Other relevant factors, if any, or other Sections of bid that the Owner deems necessary or prudent to take into consideration.

### **1.13 Currency for Bids**

The bidders shall quote the prices in Indian Rupees only.

#### **1.13.1 Prices- Definitions and Meanings**

For the purpose of evaluation and comparison of bids, the following meanings and definitions shall apply.

“Bid Price” shall mean the Total Lump Sum Turn-key Price or Contract Price including Taxes and Duties', quoted by the bidder in its proposal for the complete scope of the works.

“Evaluated Bid Price” shall be the summation of Bid Price and Differential Price.

#### **1.13.2 Change of Quantity before award of the Contract**

The Owner reserves the right to vary the quantities of items to be ordered as per specifications, if found necessary before award of the contract as per unit prices. In case unit prices are not available, the prices for items added / deleted shall be mutually agreed.

### **1.14 Award of Contract**

#### **1.14.1 Award Criteria**

The Owner will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price.

#### **1.14.2 Owner's right to accept any bid and to reject any or all bids**

Notwithstanding anything contained in this document, 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 the grounds for the Owner's action.

The Owner is not bound to accept the lowest or any bid, without assigning any reason for the rejection of any bid or part of the bid. It is also not binding on the Owner to disclose any analysis report on bids.

## **1.15 Notification of Award and signing of Contract Agreement**

### **1.15.1.1 Letter of Award to the Contractor**

The Bidder whose bid has been accepted will be notified of the award through 'Letter of Award' by the Owner by facsimile or email confirmed by letter sent by registered post, courier service or speed post - the mode accepted by the bidder - prior to expiration of the bid validity period.

The Contractor will acknowledge receipt of the Letter of Award and convey the acceptance to it to the Owner within three (3) days of receipt of the same. The Contractor's EMD shall be forfeited if the Letter of Award is not accepted within three (3) days of receipt of the same.

Till such time the formal contract is signed, the Letter of Award issued by the Owner to the Contractor and its acceptance by the bidder shall be construed as a contract document and conditions of contract contained in these documents shall become applicable.

### **1.15.1.2 Acceptance of Work Order**

The Owner shall issue signed Work Order after the acceptance of LOA from the contractor. The Contractor shall have to sign Work Order issued by the Owner within 7 (seven) calendar days from the date of issue of signed Work Order.

If the Contractor fails to sign the WO, the same shall constitute sufficient ground for the annulment of the award of work and also the forfeiture of EMD. In such event, the Owner may make the award to the next lowest evaluated responsive Bidder or call for new Bids.

## **1.16 Contract Performance Guarantee**

The Contractor shall provide to the Owner the Contract Performance Guarantee within thirty (30) days of acceptance of WO,

The Contract Performance Guarantee to be provided in the form of a Bank Guarantee in the prescribed format by the Contractor of Nationalised/Private Bank in India.

The Bank Guarantee shall be denominated in the currency of the Contract and shall be in the form enclosed with this bidding document.

This Contract Performance Guarantee shall be valid up to 30 days beyond the Contract Period.

The Contractor failing to comply with the requirements of the above mentioned clause shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. In such event, the Owner may make the award to the next lowest evaluated responsive Bidder or call for new Bids.

#### **1.17 Check List**

The Bidders are requested to carefully go through the instructions for preparation of their bids. The bid shall fully meet the technical requirement specified in Volume II of the Bid Document.

The Bidders may depute their representative to visit the site to get any additional information and to check the site conditions personally.

The Bidder may submit additional information, which in his opinion shall help the Owner to evaluate the bid. Bidder shall use continuation sheets wherever necessary.

The Bidders are requested to duly fill in the check list enclosed with Bid specifications. This check list gives only certain important items, to facilitate the Bidder to make sure that the necessary data / information is provided by the Bidder in its proposal. This, however, does not relieve the Bidder of his responsibility to make sure that his proposal is otherwise complete in all respects.

# **VOLUME 1:**

## **SECTION 3: QUALIFICATION**

### **REQUIREMENT`**

### SECTION 3: QUALIFICATION REQUIREMENT`

#### **1 Technical Requirement**

- 1.1 The Bidder shall be an EPC Contractor having the works done mentioned in the scope of work i.e. PROVIDE, LAYING, TESTING AND COMMISSIONING OF 33/22 KV CABLES with a single order value of minimum Rs. 1.25 Crores. The order of Rs. 1.25 Crores should have been executed completely before the bid date. (Supporting documents/Completion Certificates of the customer to be submitted.)
- 1.2 The bidder shall have valid Electrical Contractor License for Maharashtra, registered under GST Act, ESIC Certificate & should have PF Registration Certificate. In case Electrical Contractor License for Maharashtra is not available, Bidder should at least possess Electrical License of any other State and furnish an undertaking to obtain the same for Maharashtra prior to award of Contract.

#### **2 Financial Requirement:**

The Average Minimum Annual Turnover (MAT) of the Bidder during last three financial years shall not be less than Rs 3 Crore.

**VOLUME 1:**  
**SECTION 4:**  
**SPECIAL CONDITIONS OF**  
**CONTRACT**

## SECTION 4: SPECIAL CONDITIONS OF CONTRACT

### 1. Definitions

- **“Contractor”** means the Bidder whose bid has been accepted by the Owner for the award of Contract and shall include such Contractor’s legal representatives, successors and permitted assigns;
- **“Contract”** shall mean the Work Order issued by the Owner to the Contractor and shall include all the documents defined under contract documents clause of Special Conditions of Contract.
- **“Contract Price”** shall mean the firm price quoted by the Contractor in his Bid with additions and/ or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of works;
- **“Contract Period”** shall mean the period from the date of execution of the contract till the Taking Over Certificate is issued by the Owner
- **“Defect Liability Period”** shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- **“Date of Contract Signing”** shall mean the date on which both the parties have signed the Contract document;
- **“Engineer”** shall mean the official of the Owner appointed in writing by the Owner to act as Project-In-Charge from time to time for the purpose of the Contract.
- **“Letter of Award”** shall mean the notification issued by the Owner to the Contractor about acceptance of his proposal;
- **“Latent Defects”** shall mean such defects caused by faulty designs, material or workman-ship which cannot be detected during inspection, testing etc., based on the technology available for carrying out such tests
- **“Owner”** means M/s KRC Infrastructure & Projects Private Limited (OWNER) and shall include the legal successors in title to the Owner, its legal representative and any permitted assigns of the Owner.
- **“Performance and Guarantee Tests”** shall mean all operational checks and tests to determine and demonstrate guaranteed parameters as specified in the Contract Documents
- **“Subcontractor”** means any firm or person (other than the Contractor named in the Contract) engaged for any part of the work or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Owner/ Engineer and shall include the legal representatives, successors and assigns of such person;



- **“Specification”** shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon;
- **“Taking Over”** shall mean the Owner’s written acceptance of the Works performed under the Contract, after successful commissioning/ completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract and receipt of charging permission upon Work Completion Report (WCR) accepted by the competent authority.
- **“Unit Price”** shall mean the firm price quoted by the Contractor in his Bid for each item of entire BOQ online;
- **“PMC”** shall mean the project management consultant appointed by the Owner.

## 2. Language and Measures

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

## 3. Unit Price

The Contract Price shall mean the firm price quoted by the Contractor in his Bid with additions and/ or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of works.

Detailed break up shall comprise all the price components of Unit Prices as submitted by the Contractor in the appropriate price schedules of bid proposal sheet.

The Unit Price shall remain firm during the Contract Period and shall not be subject to variation on any account or for change in quantity.

## 4. Scope of Work

PROVIDE, LAYING, TESTING AND COMMISSIONING OF 3 no's of 22 KV CABLES FROM 132/22 KV KHULEWADI SUBSTATION TO KHARADI SEZ

**The detailed BOQ in excel format is attached herewith for ready reference. This BOQ Shall be available online during price bid submission through “ARIBA”portal.**

## 5. Taxes and Duties

In accordance with the provisions of The Central Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017, The State Goods and Services Act, 2017 (respective State Act), The Union Territory Goods and Services Tax Act, 2017 and applicable Rules, Circulars, Notifications, Clarifications, etc. (as may be issued from time to time) ("GST"):

1)The Contractor hereby agrees and undertakes to pass on by way of commensurate reduction in Order Value due to (i) reduction in the rate of tax on any supply of goods and/or services and/or (ii) due to the benefit of Input Tax Credit under GST that may be available to the Contractor. In this regard, the Contractor agrees and undertakes to disclose all the requisite details of its Input Tax Credit to the Owner to enable to arrive at the said reduction in Order Value.

2)The Contractor agrees and undertakes to issue and furnish GST compliant Tax Invoice in a timely manner and also agrees and undertakes to upload on the GST website (GSTN) the requisite information as may be required in respect of the said Tax Invoice.

3)The parties hereby agree that the frequency of raising and furnishing Tax Invoice by the Contractor shall be every [mention here the frequency period, eg. monthly, fortnightly, every 15th of the month, etc. as the case may be].

4)The Contractor agrees and undertakes to make timely payment of tax under GST such that the Owner is able to claim Input Tax Credit in accordance with the provisions of GST in a timely manner. In this regard the Contractor agrees and undertakes to furnish copy of tax challan to the Owner as proof of payment of the said tax.

5)The Contractor agrees and undertakes that it shall take requisite steps such that there is no mismatch under GSTN in respect of the Tax Invoice raised and furnished by the Contractor to the Owner. Further, the Contractor agrees with the Owner that in case of any mismatch, the Contractor agrees and undertakes to rectify the mismatch and resubmit the revised / amended Tax Invoice / credit note to the Owner immediately prior to the next month's processing for GSTN uploading.

6) The Contractor agrees that the Owner would pay for the Tax Invoice after the confirmation of the entry without any mismatch on GSTN. Any queries in this regard should be settled between the parties before uploading the details in the GSTN.

7) IT-TDS & GST-TDS as applicable will be deducted from every Tax Invoice.

## **6. TESTS & TEST REPORTS**

On completion of complete installation, contractor shall submit to PMC/ Owner a signed copy of test report of complete installation and assume full responsibility of its soundness and safety. All tests to be carried out in the factory before despatch of the material & all the expenses towards to and fro of the officials from Owner / PMC to the factory shall be borne by the Contractor.

## **7. Contract Performance Guarantee & Warranty Bond**

The successful Contractor shall have to submit the contract Performance guarantee in the form of a Bank Guarantee for an amount of 10% of the total Contract Price to cover the entire Contract Period plus 1 (one) month. The Bank Guarantee to be issued by Scheduled Private Bank (covering the Contract Period) .

The above Bank Guarantee, to be submitted by Contractor for the above mentioned period, is for the faithful performance of the contract.

The Performance Guarantee shall cover additionally the following guarantees to the Owner:

- a) The successful Contractor guarantees the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents.
- b) The successful Contractor further guarantees that the equipment provided by him/his sub-vendors and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said equipment within the period of guarantee.

In the event of non-compliance or breach by the Contractor of the above, the Owner, in addition to any other rights that it may have, shall be entitled to invoke the Bank Guarantee, as it may deem necessary.

The Contractor shall furnish within 7 (seven) days of Taking Over, the Warranty Bond, in the form of Bank Guarantee for an amount of 10% of the total Contract Price to cover the entire Defect Liability period plus 1 (one) month. The Bank Guarantee to be issued by Scheduled Private Bank (covering the Defect Liability Period). In case of non-submission of the Warranty Bond within 7 days of Taking over, the Owner shall encash the Contract Performance Guarantee. The Owner shall return the Contract Performance Guarantee if the Contractor submits the Warranty Bond to the Owner within stipulated time period mentioned above.

## **Guarantee and Liabilities**

### **8. Contractor's Warrantee**

The Contractor shall assures, represent, warrant, guarantee and undertake that from the Taking Over by the Owner, till the expiry of the Defect Liability period, the whole project, in accordance with the Contract documents shall be free from defects in material/equipment and workmanship for a period of twelve (12) calendar months. In addition to the terms and conditions of the contract, the Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise agreed.

If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal or the Defects Liability Period, whichever is longer. If any defects are not remedied within a reasonable time, the Owner may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.

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

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

The acceptance of the equipment by the Owner shall in no way relieve the Contractor of his obligations under the Work Order.

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

At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned above, shall remain till the end of 5 years from the date of completion of Defect Liability Period. In respect of goods supplied by Sub-Contractors to the Contractor where a longer defect liability period is provided by such Sub-Contractor, the Owner shall be entitled to the benefits of such longer defect liability period.

#### 9. Statutory Approvals:

The Contractor shall take all necessary approvals required for completing the Scope of Work under the Contract which shall not be restricted to Clearance required to be obtained from Electrical Inspector.

#### 10. Time Schedule

The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works. The Owner's requirements of completion schedule for the Works are mentioned in the Schedule below.

##### Work Completion Schedule

Sr. No.	Description of Activity	Time Schedule from execution of the Work Order
1	Execution of Work Order	Day 1
2	Despatch of Equipment's	Day 30
3	Installation & Commissioning of the Equipment's & handover to the Owner	Day 90

The owner reserves the right to request for a change in the work schedule during pre-award discussions with Contractor. The Contractor will be required to prepare

detailed PERT Network/ detailed M.S. Project Bar chart and finalise the same with the Owner as per the requirement mentioned in Clause "Time- The essence of Contract"

#### **11. Time- The essence of Contract**

The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete the same not later than the date agreed to.

The Contractor shall submit a detailed PERT network/bar chart consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the execution of the Work Order. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner, and the mutually agreed network shall form part of the Contract. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.

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

Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme in line with the agreed Contract network.

Such manufacturing programme shall be reviewed, updated and submitted to the Engineer every month thereafter.

The above bar charts/manufacturing programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.

If the Owner deems that the Contractor is not progressing according to the mutually agreed PERT network, the Owner reserves the right to get the work executed through any other agency at the risk & cost of Contractor without assigning any reason(s) and/or notice.

## **12. Liquidated Damages for Delay**

The Contractor should note that the completion time allowed for carrying out the work should be strictly observed. Any delay in completing the commissioning of the Project shall be subject to the Liquidated Damages at the rate of 1% of the total Contract Price per week or part thereof, with a ceiling of 10 % of the total Contract Price.

The Owner reserves the right to recover the Liquidated Damages applicable against this contract from the bills payable or from the Bank Guarantee submitted with the Owner.

The Contractor shall have to supply all materials to match with the erection activities as per the PERT Network.

Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time the missing parts are also delivered.

For the purpose of Liquidated Damages, contractual obligation shall be completion of all supply and erection activities as per time schedule & value of these contracts shall be "Contract Value" for the working of Liquidated Damages.

## **13. Delays by Owner or his authorized agents**

In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Owner shall be final.

In addition, the Contractor shall not be entitled to any claim whether demonstrable or reasonable compensation if such delays have resulted in any increase in cost.

#### **14. Terms & Mode of Payment**

- 60% of the Contract Price shall be paid on pro-rata basis against the receipt of materials at site against Invoice.
- 10% of the Contract Price shall be paid on the installation.
- 30% of the Contract Price shall be paid on the testing, commissioning & Taking Over of the entire Electrical works and acceptance of Electrical system by the Owner.

##### **(A) Domestic Purchase**

Bills will be paid within 45 days after submission of the invoice along with the other document as listed in the work order, through RTGS after deducting Tax Deducted at Source (TDS) as applicable.

Or

In case the Contractor opts for payment through Letter of Credit (L/C), the Owner shall open Irrevocable L/C for 100% of the Contract Price with interest free period of 90 days. The said L/C shall be established in favour of Contractor within 30 days after providing the approved drawings & designs to the Owner. The L/C shall be established in tranches depending upon the delivery schedule of various components as mutually agreed between the Owner and the Contractor.

##### **(B) Import**

In case of imports/overseas purchase, the Owner will open Irrevocable Letter of Credit with 45 days interest free credit period for the portion of the material which is to be imported.

#### **15. Due dates for Payment**

The owner shall make progressive payment as and when the payment is due as per the terms of payment set forth. Payment shall become due and payable by the Owner within forty five (45) days from the date of receipt of the Contractor's bill/ invoice/



debit note by the Owner provided the documents submitted are clear and complete in all respects.

**16. Demurrage/ Wharfage/ Warehouse charges, etc.**

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

It will be the responsibility of the Contractor to obtain clear Railway Receipt/ Lorry Receipt and allied documents in order to avoid any difficulty while clearing/ taking delivery of the materials.

**17. Taking delivery and insurance**

The Contractor has to keep materials in safe custody and transport to the Site and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection till Taking Over of the system by the Owner.

The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.

The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by it at site in its custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the Contractor to arrange for security till the works are finally taken over by the Owner.

**18. Insurance**

The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the transit, storage, erection of the materials (cost to the extent of 110% cost of the system) and commissioning of the works up to the time of Taking Over of the system, which shall fully protect his interest and interests of the Owner against all perils detailed herein for the Contract Period. The form and the limit of such insurance as stated herein together with the under-writer in each case shall be as deemed necessary by the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The proof of insurance policy taken by the Contractor shall be furnished to Engineer. In absence of the above insurance policy, payments to be made by the Owner will be withheld at its' sole discretion. The Contractor's failure in this

regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Contractor. The Contractor shall deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further, the insurance should be in freely convertible currency.

Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. In the event of any damage, theft, loss, pilferage, fire etc., Contractor will be responsible to lodge, pursue and settle all the claims with the Insurance Company for all items, materials and the Owner shall be kept informed about it. The Contractor shall replace the lost / damaged materials / items promptly irrespective of the settlement of the claims by underwriter and ensure that the work progress is as per agreed schedule. The loss, if any, such replacement will have to be borne by the Contractor and Owner will not entertain any claim / representation in this regard. However it will be Contractor's responsibility to insure the entire project till the S/S is taken over by the Owner. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal, payment of premiums, etc., as may be necessary well in time.

The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full

replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will reduce the Contract price to the extent of premium reduced. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.

This clause covers the additional insurance requirements for the portion of the works to be performed at the Site.

**19. Contract Quality assurance:**

Within 10 days after Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed and such agreed Programme shall form a part of the Contract.

The Contractor shall clearly specify the list of sub-vendors from whom the bought out items are being supplied. Such details shall be accompanied by their list of previous supplies made performance reports etc. However before placement of award in case of specific approval shall be obtained from the Owner for the Contractor supplied materials. The Quality Assurance Program (as per clause 1.13.5 of Section 2) shall be furnished for each material separately for approval.

**20. Erection, Lifting & shifting, Tools And Tackles:**

The Contractor under a separate schedule, in his proposal shall include a list of all-special equipment tools & tackles etc. which he proposes to bring to site for the purpose of erection, lifting & shifting, handling, testing and commissioning including performance and guarantee tests of the equipment. However such tools tackles brought to the site for purpose of erection, handling, testing & commissioning shall remain property of the Contractor and can be taken back after completion of the work.

**21. Contract Documents**

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

- a) Work Order
- b) Technical Specifications & BOQ

- c) Special Condition of Contract
- d) General Conditions of Contract

Some of the Conditions of Contract are included in Special Conditions of Contract as well as General Conditions of Contract. For the purpose of this Contract, such conditions as stipulated in Special Conditions of Contract will prevail upon the provisions in General Conditions of Contract.

Notwithstanding anything contained herein or elsewhere, in the event of any conflict between the above mentioned documents the matter shall be referred to the Engineer of the Owner whose decision shall be considered as final and binding upon the parties.

## **22. Use / Confidentiality of Contract documents and information**

The Contractor shall not, without obtaining the Owner's prior written consent, disclose the terms of this Contract, or any provision thereof, or any past, present or future data or know-how or information or intellectual property, including but not limited to specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner (whether tangible or intangible), or techniques, designs, engineering, prototyping, finances & financial data, and other materials whether created or produced by and/or on behalf of the Owner or is otherwise acquired in anticipation of, during, or as a result of, or in any way connected with this Contract as disclosed to the Contractor by the Owner ("**Confidential Information**"), to any person other than a person employed / hired / contracted, as the case maybe, by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract. The Contractor shall keep the Confidential Information confidential, to not disclose the same and to safeguard the Confidential Information in the same manner that the Contractor treats its' own confidential information of like kind, but not less than a reasonable degree of care.

The Contractor shall not communicate in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information,

concerning the works unless prior written permission has been obtained from the Owner.

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

**23. Power to vary or omit work**

No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under this Contract as detailed in the Contract Documents. Such variations unless otherwise specified, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 20% (Twenty Percent) of the Contract Price by way of suitable amendment to the contract. The Variation shall be made by the Contractor as directed in writing by the Owner as follows:

- a. The Owner shall issue an addendum to the Work Order stating the estimated increase / decrease in the Contract Price / quantity / etc. as the case maybe;
- b. The Contractor shall revert with comments / revisions to the addendum within a period of 15 (fifteen days), failing which it shall be deemed to be accepted and the Contractor shall be bound by it;
- c. If the Contractor has reverted as stated in clause (b) above, then the parties shall mutually agree for the same based on estimates / inputs / discussions of the parties within a period of 15 days;
- d. Failure to carry out the work as per the addendum [as accepted or as deemed to be accepted as per clause (b)], shall result in a breach by the Contractor of the Section 27 below.

However, (a) the Unit Price quoted by the Contractor shall remain unchanged and (b) the work shall continue to be carried on irrespective of any deadlock / dispute between the parties.

The Contractor shall carry out such Variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents.

The Owner shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing or ratified at a later date by the Owner.

As this is an Engineering Procurement Construction (EPC) contract, design will be done by the Contractor. As also all responsibility relating to the material will be that of the Contractor.

#### **24. Packing, Forwarding and Shipment**

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

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

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

The following documents shall be sent by courier to the Owner within three days from the date of shipment:

- Packing list
- Pre-despatch clearance certificate, if any
- Test Certificate, wherever applicable
- Insurance Certificate

The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment despatched to Site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. The Contractor shall be solely responsible for proper storage and safe custody of all equipment.

#### **25. Taking Over**

Upon (a) successful completion of all the tests and commissioning by the Contractor along with submission of the test reports; and (b) receipt of charging permission from Electrical Inspector, the Owner shall issue to the Contractor a Taking Over Certificate (TOC) as a proof of the acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Owner delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation and/or cause

any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

**26. Liability for accidents and damages**

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the issuance of Taking Over Certificate by the Owner.

**27. Contractor's Default**

If the Contractor shall neglect to execute the works with due diligence and reasonable level of care or shall refuse or neglect to comply with any instructions given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and recontract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess amount. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works.

Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance



Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract .

## **28. Termination of Contract on Owner's Initiative**

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

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

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

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

## **29. Reconciliation of Accounts**

The Contractor shall prepare and submit every two months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for



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

**30. Workman's Compensation Fund and Employer's Liability Insurance**

The Contractor shall cover all his employees / sub-contractors / workers / sub-vendors under workmen's compensation and under the liability insurance as per applicable provisions. The Owner shall not be responsible for any payments of compensation or otherwise to the workers/supervisor / sub-contractors / employees / sub-vendors / personnel of the Contractor for fatal or non-fatal accidents during the pendency of the contract or arising due to the works carried out under the Contract.

The Contractor shall employ adequate number of experienced skilled at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

**31. Contractor to indemnify the Owner**

The Contractor shall Indemnify the Owner and every member, officer and employee of the Owner, Engineer and his staff against all acts, actions, proceedings, claims, demands, costs, litigations, losses and expenses whatsoever, arising due to any act of omission or commission by the Contractor & out of or in relation to the matters referred herein or elsewhere. The Owner shall not be liable for intervention of any authority for or in respect of performance of its' obligation under the Contract Documents. The Owner shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or his Sub-Contractor and the Contractor shall indemnify and keep indemnified the Owner against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto. The aggregate liability for indemnifying the Contractor to the Owner under this Contract are limited up to the total Contract Price. The aforesaid claims shall be communicated by the Owner to the Contractor within a reasonable period from the receipt of the same by the Owner.

**32. Import licence**

The domestic Contractors should note that import licence for importing any components or assemblies or raw materials or finished products from any country or any foreign collaborator or associate or sub-vendor, etc. will have to be arranged by

the Contractor itself. The Owner will only issue a certificate, if required and if the Owner is empowered to issue such a certificate as per law, to obtain the import licence at the request of the Contractor. The Contractor shall give advance notice for issuing such certificate.

The foreign Contractor should note that he will complete the formalities to import the material on the Owner's behalf according to the laws prevalent at that time without any financial liabilities to the Owner.

In the event of any application of the Custom and Excise Duty due to change/abolition of the Deemed Export Benefits (DEB) within contractual delivery period, the Owner shall reimburse the same to the Contractor at actual on submission of documentary proof of such payments having been made. The Contractor must specify in their bid the import content (quantity and value wise) and the item number in the Customs Manual under which the raw material/ finished goods (directly dispatchable to site) are envisaged to be imported by him. However, in case Customs/Excise Duty, if any, is applicable due to change/abolition of DEB beyond the original contractual delivery/ project completion period, the same shall be borne by the Contractor and the Owner will not pay/ reimburse any such customs and Excise Duty.

The said works is to be carried out in notified SEZ Area hence the Owner is eligible for the benefits of getting exemption of Excise duty, Customs duty, CST and Service Tax. In the event, the Contractor choose to purchase any material from the overseas, necessary purchase orders to the manufacturers of overseas will be issued by the owner directly. However, all the exemptions has to be passed to the Owner. Hence Contractor will have to consider the costs implications of such benefits while submitting the price bid.

### **33. Access to Site and Works on Site**

Suitable access to and possession of the Site shall be afforded to the Contractor by the Owner in reasonable time.

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

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

**34. Contractor's Site Establishment**

The Contractor shall at all times keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the representative shall be available at a stated address for this purpose.

**35. Discipline of Workmen**

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

**36. Contractor's Field Operation**

The Contractor shall keep the Owner informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

The Contractor shall have the complete responsibility for the conditions of the Worksite including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

**37. Progress Report**

The Contractor shall furnish Weekly Progress Report to the Owner by 1<sup>st</sup> day of every week to report the progress made in previous month.

The weekly progress report detailing-out the progress achieved on all activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary. The report should also include photographs of actual progress of works at site.

**38. Facilities to be provided by the Contractor**

**1. Tools, tackles and scaffoldings**

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

**2. First-aid**

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

**39. Cleanliness**

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage. The Contractor should ensure the compliance of Pune Municipal Corporation as well as other concern Government authorities.

**40. Security**

The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

#### **41. Contractor's Representations and Warranties**

The Contractor declares, assures, warrants and represents as follows:

- (a) The Contractor has full legal right, power and authority to enter into, execute and deliver this Contract and to perform the obligations, undertakings and transactions set forth herein, and this Contract has been duly and validly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms contained herein;
- (b) The Contractor undertakes that it shall not infringe any third party Intellectual Property Rights whilst carrying out the works;
- (c) The Contractor represents to Owner that it has requisite skills, knowledge and experience to provide the Services and the deliverables in accordance with the requirements stated in this Agreement;
- (d) The Contractor represents that the terms of this Contract do not constitute a breach of any obligation by which it is bound whether arising by contract or operation of law;
- (e) This Contractor constitutes a valid and binding obligation on the Contractor enforceable in accordance with its terms;
- (f) Each of the representations, warranties and undertaking shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement;
- (g) The Contractor hereby acknowledges that time is the essence for the performance of the terms of this Agreement and that timely delivery of the works is imperative for the successful implementation of the Project;

- (h) The Contractor expressly agrees that the Representations, Warranties and Undertakings contained herein above shall survive the termination of this Agreement, and such representatives, warranties and undertakings, as may be required for the purpose shall be binding even after the completion of the term and or earlier determination of the Agreement;
- (i) The Contractor shall carry out the works a manner consistent with the professional skill and care ordinarily exercised by the contractors that work on projects internationally of a comparable nature to the works described herein.
- (j) The Contractor undertakes, warrants and guarantees that it has sufficient staff and knowledge to fulfil the its' obligations under this Agreement.

#### **42. Anti Corruption Policy**

- (a) The Contractor will abide by and comply with the conditions of the Anti-Corruption Policy (see website "<http://mindspaceindia.com/images/new-images/Policies/Anti-Corruption-Policy.pdf>" for the complete Anti-Corruption Policy), as a binding obligation under this Contract. For the purpose compliance with the Anti-Corruption Policy by the Contractor" and the Anti-Corruption Policy will be read accordingly.
- (b) All invoices of the Contractor must be accompanied with the following certification, duly signed by the authorized signatory of the Contractor :

"We \_\_\_\_\_, hereby confirm that as per the terms of the Agreement / PO / WO dated \_\_\_\_\_, we have completely implemented and adhered to the Anti-Corruption Policy (Annexure "\_\_\_" thereto) in respect to our business and indemnify and agree to keep M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED indemnified for any damages to M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED for the violation of same."
- (c) The Contractor shall promptly notify the Owner of any violation or potential violation of the Anti-Corruption Policy, and shall be responsible for any damages to the Owner for the violation of same. Any violation of Anti-Corruption Policy may lead to termination of all business connections with the Contractor.

#### **43. Relationship**

- (a) None of the provisions of this Contract shall be deemed to constitute or create the relationship of employer and employee, principal and agent, partnership, joint venture, franchisee or franchisor, or any other fiduciary relationship/association

between the Parties and/or any of hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. The Parties intend, and the Contractor acknowledges, that the Contractor will remain throughout the term of this Contract, as an independent contractor. Accordingly, the Contractor agrees that the Contractor and/or its employees/personnel will not be qualified to participate in nor be entitled to worker's compensation, retirement, insurance, leave or other benefits afforded to employees of the Owner.

- (b) The relationship between the parties under this Contract is on a principal-to-principal basis and nothing contained herein shall be construed as constituting any relationship of agency, partnership, joint venture or sharing of profits.

**44. Severability**

Whenever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract. In such event, the Parties shall negotiate, in good faith, a valid, legal and enforceable substitute provision, which most nearly affects the Parties' intent in entering into this Contract.

**45. Survival**

Where the purpose and the text of a provision in this Contract clearly indicate intent to survive termination of this Contract, such provisions shall survive the termination of this Contract.

**46. Arbitration**

If any dispute arising between the Parties is not settled within fifteen (15) days of commencement of amicable attempts to settle the same as provided above, the dispute shall be referred to, and be finally settled by arbitration. The Parties agree that the arbitration proceedings will be conducted at Mumbai and the proceedings shall be conducted in the English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The Parties agree that the Dispute shall be adjudicated by a single arbitrator mutually agreeable to, and appointed by, the Parties. In the event the Parties fail to appoint a single arbitrator the Owner and the Contractor shall appoint one (1) arbitrator each and the two (2) arbitrators so appointed shall nominate a third, presiding arbitrator. The decision of the arbitrator(s) shall be final and binding on the Parties. Each Party will be responsible for the costs of appointing their respective arbitrator as contemplated herein however where a joint appointment of an arbitrator occurs, the costs thereof will be shared equally by the Parties. Notwithstanding the pendency of any Award or difference between the Parties or any



proceedings thereto, the Contractor shall be continue to provide the Services as stated herein.

**47. Jurisdiction**

This work order shall be construed under and governed by the laws of India and each party hereby expressly and irrevocably submits itself to the exclusive jurisdiction of Courts of competent jurisdiction at Mumbai, India.

**48. Limitation of liability**

The total liability of Contractor for all claims of any kind arising from or related to the formation, performance or breach of this Contract, or any products or services, shall not exceed the Contract Price. The Contractor shall not be liable for loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating costs, any special, consequential, incidental, indirect, or punitive damages, or claims of Owner's customers for any of the foregoing types of damages.

**49. Intellectual Property**

Each party shall retain ownership of all intellectual property it had prior to the Contract. All rights in and to firmware and software not expressly granted to Owner are reserved by Contractor. All new intellectual property conceived or created by Contractor alone in the performance of this Contract shall be owned exclusively by Contractor. Prior to the execution of Work Order, the Contractor shall submit to the Owner the details of all the aforesaid intellectual property owned by the Contractor related to the performance of the Contract.



# **VOLUME 1:**

# **SECTION 5:**

# **FORMATS**

**CHECK LIST**

We confirm that we have gone through the Bid Documents and as instructed in these documents we hereby submit the following documents to form the bid.

S. No.	Name of the Document	Whether Submitted Yes/No	Format Number	Envelope Number
1.	EMD in form of DD along with bank confirmation letter		-NA-	1
2.	Signed Check list		-NA-	1
3.	Structural & Organisational Details		A	2
4.	Financial Information		B	2
5.	Similar Works Completed by EPC		C	2
6.	Signed copy of entire tender document.		-NA-	2
7.	Letter of Authorisation for signing the bid		-NA-	2
8.	Copy of Auditor's Certificate supporting the Profit & Loss Statement & Balance sheet for past 3 years.		-NA-	2
9.	Income tax clearance certificate for past 3 years		-NA-	2
10.	Self-attested copy of PF Registration		-NA-	2
11.	Self-attested copy of GST Certificate		-NA-	2
12.	Self-attested copy of valid Electrical Contractor's License issued by the Govt. of Maharashtra (India) or Undertaking		-NA-	2
13.	A declaration that there are no pending legal cases or suits and liabilities. In case of such liabilities, details shall be furnished.		D	2

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: \_\_\_\_\_

Name of BIDDER: \_\_\_\_\_

**BIDDER QUALIFICATION REQUIREMENT FORMAT****Format A****STRUCTURE AND ORGANIZATIONAL DETAILS**

A	Name and address of Bidder	
B	Telephone No. / Fax No. / Telex No.	
C	Contact Person of the Authorized Signatory (Name, Address, Contact Number & Email id )	
D	<b>The applicant is:</b> (a) An individual (b) A Proprietary Firm (c) A firm in Partnership (d) A Limited Company (Private or Public) or Corporation	
E	Name of Directors/ Partners with their addresses, Telephone numbers, Fax, Email	
F	Was the applicant ever required to suspend any execution for a period of more than six months continuously after commencement of the works? If so, give the name of the project & reasons of suspension of work.	
G	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
H	Has the applicant, or any constituent partner in case of partnership firm ever been debarred / black listed for tendering in any organization at any time? If so, give details <b>Other details:</b> (Self attested copies to be enclosed)	
I	EPF No. valid upto	
J	PAN No.	
K	GST Certificate no.	
L	Electrical Contract License No.	

Signature of Authorized representative of Bidder

Name of Authorised

Signatory:\_\_\_\_\_

Name of BIDDER: \_\_\_\_\_

**BIDDER QUALIFICATION REQUIREMENT FORMAT**

**Format B**

**FINANCIAL INFORMATION**

Financial Analysis	2014-15	2015-16	2016-17	Average annual turnover
	A	B	C	(A+B+C)/3
Gross Annual turnover				
<b>Financial Analysis:</b> Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (certified copies to be attached)  Note- <u>All Amount in INR Crores</u>				

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: \_\_\_\_\_

Name of BIDDER: \_\_\_\_\_

### Format C

#### DETAILS OF SIMILAR WORKS COMPLETED BY EPC CONTRACTOR TO MEET QR SPECIFIED IN CLAUSE 1.2 OF QR (TO BE FILLED IN CASE BIDDER IS A EPC CONTRACTOR)

Sr . No.	Name of Work / Project & Location along with Brief Description of Scope	Owner / Organization	Value of work in Rs lakh at completion	Date of commencement as per contract and Stipulated date of Completion	Actual date of completion	Reasons for Delay, if applicable	Name and contact details of person (Address, phone number and email id) to whom reference may be made

\* The Bidder is required to submit the copy of supporting documents to substantiate the satisfactory performance

Signature of Authorized representative of Bidder

Name of Authorised

Signatory:\_\_\_\_\_

Name of BIDDER: \_\_\_\_\_

**Format D**

**DECLARATION FOR LEGAL CASES**

BID SPECIFICATION NO. Kharadi/Power/2018-19/\_\_\_\_\_ dated \_\_\_\_\_

To,

The Associate Vice President,  
M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED  
Raheja Tower, Plot No: C-30, G Block, Next to Bank of Baroda,  
Bandra Kurla Complex, Bandra (E),  
Mumbai – 400051, Maharashtra, India

13. In reference to the Bid invitation for “Provide, Laying, Testing & Commissioning of 3 no’s of 22 kV Cables from 132/22 kV Khulewadi Substation to Kharadi SEZ.

”, We ----(name)----- resident at ----(address)----- hereby declare that there are no pending legal cases or suits and liabilities against our Company which will affect our performance under this Contract except the following:

- 1.
- 2.
- 3.

Signature of Authorized representative of Bidder

Name of Authorised

Signatory:\_\_\_\_\_

Name of BIDDER: \_\_\_\_\_

**Format E**

**CONTRACT PERFORMANCE BANK GUARANTEE FORMAT**

**FORM OF BOND / BANK GUARANTEE**

**BANK GUARANTEE ON STAMP PAPER**

**(VALUE TO BE CHECKED WITH THE BANK)**

**FOR LODGEMENT OF PERFORMANCE BOND**

THIS DEED OF GUARANTEE made this \_\_\_\_\_ day of \_\_\_\_\_  
having its office at \_\_\_\_\_ (hereinafter called the “Bank”,  
which expression shall unless repugnant to the context and meaning thereof include its  
successors) favoring **M/s.** \_\_\_\_\_, a company incorporated under the  
Companies Act, 1956, having its Registered Office at  
\_\_\_\_\_(hereinafter called the “Owner”, which expression  
shall unless repugnant to the context and meaning thereof include its successors and  
assigns).

WHEREAS the Owner and M/s. \_\_\_\_\_  
having their Registered Office at \_\_\_\_\_  
(hereinafter called the “Contractor”) have entered into a Agreement dated \_\_\_\_\_  
(hereinafter called the “Agreement”) whereby the Contractor has agreed to carry out the  
\_\_\_\_\_ work at the **Owner’s** \_\_\_\_\_  
**Project** Site at \_\_\_\_\_ under the supervision of M/s. \_\_\_\_\_, the Owner’s  
Project Management Consultant upon and subject to the terms therein contained.

AND WHEREAS in accordance with the terms and conditions of the Agreement, the Contractor has agreed to furnish a Bank Guarantee to the Owner in the form acceptable to the Owner for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish a irrevocable guarantee in favour of the Owner to secure performance by the Contractor of its obligations under the Agreement on the terms and conditions herein contained.

**NOW THIS DEED WITNESSTH AS FOLLOWS:**

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of the Contractor to be performed, observed or complied with under the Agreement in accordance with the terms thereof and in the event of the Contractor's non-performance, non-observance and non-compliance of the same for any reason, the Bank shall absolutely irrevocably and unconditionally without any right of set off or counter claim, forthwith upon written demand by the Owner and without demur or protest and without reference to the Contractor pay to the Owner a sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). A demand so made by the Owner shall be final and binding on the Bank.
2. The Bank also agree that withdrawal of the tender or part thereof by Contractor within its validity or Non submission of security Deposit by the Contractor within one month from the date tender or a part thereof has been accepted by the Owner would constitute a default on the part of the Contractor and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Owner in case of any occurrence of a default on the part of the Contractor and that the encashed amount is liable to be forfeited by the Owner.



3. The Bank's liability under this Guarantee is restricted to Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only).
4. The decision of the Owner, for the time being in force, or at any time thereafter as to the non-performance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied, on the part of the Contractor, to be observed, performed or complied with under the Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.
5. Any demand for payment under this Guarantee shall be made on the Bank by the Owner in writing at \_\_\_\_\_ and shall be deemed to have been sufficiently made by the Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
6. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms **upto** \_\_\_\_\_ or until the performance, observance and compliance by the Contractor of all the covenants, agreements, conditions and provisions expressed or implied, on the part of the Contractor to be observed, performed or complied with under the Agreement, the completion of the **Defects Liability Period** and issue of the Certificate of Final Completion by the Owner in accordance with the Agreement whichever is later.
7. As between the Bank and the Owner (but without affecting the Contractor's obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:

- i. any time, indulgence, waiver or consent at any time given by the Owner to the Contractor;
  - ii. any amendment to the Agreement;
  - iii. the making or the absence of any demand by the Owner on the Contractor or any other person for payment;
  - iv. the enforcement or absence of enforcement of the Agreement or of any security or other guarantee or indemnity;
  - v. the illegality, invalidity or unenforceability of or any defect in any provision of the Agreement or of any of the Contractors obligations thereunder;
  - vi. the dissolution, amalgamation, reconstruction or reorganization or appointment of an Administrative Receiver of the Contractor.
8. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank or by any merger, or amalgamation or reconstruction of the Bank but shall be enforceable against the merged, amalgamated or reconstructed body.
9. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, setoffs, counter claims, recoupment's, reductions, limitations and impairments.
10. The Owner shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement including without limitation to extend from time to time the time for the performance of the Agreement by the Contractor or to postpone from time to time any of the powers exercisable by the Owner against the Contractor,

to forbear or to enforce any of the terms and conditions of the Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.

11. The Bank waives any right to require / proceeding first against the Contractor or the realization first of any security or other guarantee, if any.
12. The Bank agrees and confirms that its obligation to make payment to the Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of the Owner the legal consequence of which may be the discharge of the bank as guarantor.
13. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations undertaken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms.
14. This guarantees shall be governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in \_\_\_\_\_.
15. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, postage, prepaid, or by telex, cable or facsimile as follows:

If to the Bank:

If to the Owner:

\_\_\_\_\_

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices, demands and other communications shall be deemed to have been duly given (i) on the expiry of seven days after posting, if transmitted by registered airmail or (ii) on the date immediately after the date of transmission with confirmed answer back if transmitted by telex, cable or facsimile, whichever shall first occur.

16. Any forbearance or indulgence on the part of the Owner in the enforcement of the Covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or complied with by the Contractor under the Agreement shall in no way relieve the Bank of its liability under the Guarantee.
17. Terms and expression defined in the Agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

Notwithstanding anything contained hereinabove,

- i. Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_ only).
- ii. This bank guarantee shall be **valid upto** \_\_\_\_\_ and;
- iii. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee **on or before** \_\_\_\_\_, failing which, our liability under this bank guarantee will be automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND  
YEAR FIRST ABOVE WRITTEN.

SIGNED for and on  
behalf of the Bank by  
its duly authorized  
Representative  
Mr. \_\_\_\_\_  
in the presence of

}

**Format F**

**WARRANTY BOND FORMAT**

**FORM OF WARRANTY BOND ( BANK GUARANTEE)**

**BANK GUARANTEE ON STAMP PAPER**

**(VALUE TO BE CHECKED WITH THE BANK)**

THIS DEED OF GUARANTEE made this \_\_\_\_\_ day of \_\_\_\_\_  
having its office at \_\_\_\_\_ (hereinafter called the "Bank",  
which expression shall unless repugnant to the context and meaning thereof include its  
successors) favoring **M/s.** \_\_\_\_\_, a company incorporated under the  
Companies Act, 1956, having its Registered Office at  
\_\_\_\_\_(hereinafter called the "Owner", which expression  
shall unless repugnant to the context and meaning thereof include its successors and  
assigns).

WHEREAS the Owner and M/s. \_\_\_\_\_  
having their Registered Office at \_\_\_\_\_  
(hereinafter called the "Contractor") have entered into a Agreement dated \_\_\_\_\_  
(hereinafter called the "Agreement") whereby the Contractor has agreed to carry out the  
\_\_\_\_\_ work at the **Owner's** \_\_\_\_\_  
**Project** Site at \_\_\_\_\_ under the supervision of M/s. \_\_\_\_\_, the Owner's  
Project Management Consultant upon and subject to the terms therein contained.

AND WHEREAS in accordance with the terms and conditions of the Agreement, the  
Contractor has agreed to furnish a Bank Guarantee to the Owner in the form acceptable  
to the Owner for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to

ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish a irrevocable guarantee in favour of the Owner to secure performance by the Contractor of its obligations under the Agreement on the terms and conditions herein contained.

**NOW THIS DEED WITNESSTH AS FOLLOWS:**

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of the Contractor to be performed, observed or complied with under the Agreement in accordance with the terms thereof and in the event of the Contractor's non-performance, non-observance and non-compliance of the same for any reason, the Bank shall absolutely irrevocably and unconditionally without any right of set off or counter claim, forthwith upon written demand by the Owner and without demur or protest and without reference to the Contractor pay to the Owner a sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). A demand so made by the Owner shall be final and binding on the Bank.
2. The Bank also agree that withdrawal of the tender or part thereof by Contractor within its validity or Non submission of security Deposit by the Contractor within one month from the date tender or a part thereof has been accepted by the Owner would constitute a default on the part of the Contractor and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Owner in case of any occurrence of a default on the part of the Contractor and that the encashed amount is liable to be forfeited by the Owner.
3. The Bank's liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

4. The decision of the Owner, for the time being in force, or at any time thereafter as to the non-performance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied, on the part of the Contractor, to be observed, performed or complied with under the Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.
5. Any demand for payment under this Guarantee shall be made on the Bank by the Owner in writing at \_\_\_\_\_ and shall be deemed to have been sufficiently made by the Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
6. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms **upto** \_\_\_\_\_ or until the performance, observance and compliance by the Contractor of all the covenants, agreements, conditions and provisions expressed or implied, on the part of the Contractor to be observed, performed or complied with under the Agreement, the completion of the **Defects Liability Period** and issue of the Certificate of Final Completion by the Owner in accordance with the Agreement whichever is later.
7. As between the Bank and the Owner (but without affecting the Contractor's obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:
  - i. any time, indulgence, waiver or consent at any time given by the Owner to the Contractor;
  - ii. any amendment to the Agreement;



- iii. the making or the absence of any demand by the Owner on the Contractor or any other person for payment;
  - iv. the enforcement or absence of enforcement of the Agreement or of any security or other guarantee or indemnity;
  - v. the illegality, invalidity or unenforceability of or any defect in any provision of the Agreement or of any of the Contractors obligations thereunder;
  - vi. the dissolution, amalgamation, reconstruction or reorganization or appointment of an Administrative Receiver of the Contractor.
8. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank or by any merger, or amalgamation or reconstruction of the Bank but shall be enforceable against the merged, amalgamated or reconstructed body.
9. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, setoffs, counter claims, recoupment's, reductions, limitations and impairments.
10. The Owner shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement including without limitation to extend from time to time the time for the performance of the Agreement by the Contractor or to postpone from time to time any of the powers exercisable by the Owner against the Contractor, to forbear or to enforce any of the terms and conditions of the Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.
11. The Bank waives any right to require / proceeding first against the Contractor or the realization first of any security or other guarantee, if any.

12. The Bank agrees and confirms that its obligation to make payment to the Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of the Owner the legal consequence of which may be the discharge of the bank as guarantor.
13. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations undertaken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms.
14. This guarantees shall be governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in \_\_\_\_\_.
15. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, postage, prepaid, or by telex, cable or facsimile as follows:

If to the Bank:

If to the Owner:

\_\_\_\_\_

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices, demands and other communications shall be deemed to have been duly given (i) on the expiry of seven days after posting, if transmitted by registered airmail or (ii) on the date

immediately after the date of transmission with confirmed answer back if transmitted by telex, cable or facsimile, whichever shall first occur.

16. Any forbearance or indulgence on the part of the Owner in the enforcement of the Covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or complied with by the Contractor under the Agreement shall in no way relieve the Bank of its liability under the Guarantee.
17. Terms and expression defined in the Agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

Notwithstanding anything contained hereinabove,

- i. Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees: \_\_\_\_\_ only).
- ii. This bank guarantee shall be **valid upto** \_\_\_\_\_ and;
- iii. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee **on or before** \_\_\_\_\_, failing which, our liability under this bank guarantee will be automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on  
behalf of the Bank by

its duly authorized  
Representative  
Mr. \_\_\_\_\_  
in the presence of

**VOLUME 1:**  
**SECTION 6:**  
**GENERAL CONDITIONS OF  
CONTRACT**

## SEZ Approval & Notification:

The setting up of SEZ (IT and ITES sector specific) has been published in the Gazette of India, {Extraordinary, Part II-Section 3 /Sub-section(ii), No. 1962} dated 12/07/2017, New Delhi, The SEZ has been Notified by the Jt. Sect, Ministry of Commerce and Industry (Department of Commerce)[F.NO. F.1/29/2016-SEZ], vide Gazette Notification No.S.O.2203(E). with effect from 19 th June, 2017.

The following exemptions are applicable :(1) GST,(2)Customs Duty.

Thus the vendor/works-contractor will not levy, GST, Customs Duty.

With reference to above and the subsequent discussions for carrying out above mentioned work, we are pleased to issue you the order on following terms and conditions and specifications for same.

- 1) The Supplier/Manufacturer agrees to file RFD 11 with Bond along with Bank Guarantee or Letter of Undertaking for supplies to be made for the SEZ project.
- 2) The Supplier/Manufacturer agrees to provide the acknowledged copy of RFD 11 with Bond along with Bank Guarantee or Letter of Undertaking.
- 3) The Supplier/Manufacturer agrees to indemnify and keep indemnified the SEZ Developer from all liabilities on account of any non-compliance of GST law by the Vendor / Contractor / Consultant.
- 4) The Supplier/Manufacturer agrees to provide the tax invoice with the Below given either of the below given endorsement:
  - a. Supply to SEZ Developer for authorized operations under bond or letter of Undertaking without payment of integrated tax.OR
  - b. Supply to SEZ Developer for authorized operations on payment of integrated tax.

With reference to above and the subsequent discussions, which we had with you, we are pleased to place this Work Order for carrying out Providing, Installing, Testing and Commissioning of Electrical works for Our Commercial Building G-2 at M/s. KRC INFRASTRUCTURE & PROJECTS PRIVATE LTD-SEZ, KIPL # BLDG-G2,KHARADI,S.No. 65/1, 65/2 and 65/3,Village Kharadi,Taluka Haveli,Pune-411014, Maharashtra with following terms and conditions.

The Work Order shall be subjected to the following terms and conditions. The Work Order shall be also subject to the provisions of,

- a)Preambles
- b)Section 1 : Scope of work
- c)Section 2 : General Conditions
- d)Technical specification as given in our tender

e)Annexure A: Bill of Quantities and Rates

## **PREAMBLES**

Owner/Employer means: M/s. KRC INFRASTRUCTURE & PROJECTS PRIVATE LTD-SEZ.

## **SECTION - 1 : SCOPE OF WORK**

The scope of your work to be carried out under this Work Order shall be to carry out Provide, Laying, Testing & Commissioning of 3 no's of 22 kV Cables from 132/22 kV Khulewadi Substation to M/s. KRC INFRASTRUCTURE & PROJECTS PRIVATE LTD-SEZ, KIPL # BLDG-G2,KHARADI,S.No. 65/1, 65/2 and 65/3,Village Kharadi,Taluka Haveli,Pune-411014, Maharashtra as per the Bill of Quantities enclosed as Annexure A and as per the terms & conditions. This is an item rate contract and rates payable for each item shall be as indicated in the said Bill of Quantities Annexure-A.

It is clearly understood and agreed that the quantities mentioned in the said bill of quantities are approximate estimated quantities and can therefore vary to any extent and that contractor shall not have any claim whatsoever for such variation. It shall however be incumbent on the contractor to bring out to the notice of the Consultants/Owner, any possibility of increase in the quantities of any item(s) of the Bill of Quantities. In the event of contractor's failure to bring out such information to the Owner's knowledge and the actual installed quantities exceed the estimated quantities; the Owner will have full right to,

-Ask the contractor to get such extra quantities of works removed from site at his own cost.

-Initiate such variations as changing the design or specification in consultation with his consultants and have such changes incorporated in the work at the risk and cost of contractor to mitigate the extra cost due to variation in quantities.

All item rates shall remain firm and valid regardless of any variations in quantities of any of the work items as aforesaid.

This building is developed as the green buildings with LEED (Leadership in Energy & Environment Design) India rating system of IGBC (Indian Green Building Council) aiming minimum GOLD rating, facilitation for this is provided by CII (Confederation of Indian Industries). Hence all the materials/equipment's to be used shall comply with the directions given in rating systems & certificates authenticating these compliances shall be provided by the contractor in the formats, which shall be provided to them by the Owner. The contractor shall be responsible for the claims,

which are made in the certification, provided by them & shall be able to defend their claims if asked by validators.

Rates for various items of work shall be as given in the Bill of Quantities enclosed with this Work Order as Annexure A and are 'all inclusive'. These are inclusive of all applicable taxes and duties, including, Transportation, Insurance and scaffolding, handling, testing and commissioning except IGST, which shall be exempted as this being a SEZ Project.

The item rates given in BOQ shall be deemed to be inclusive of,

a. Cost of transportation of all materials and equipment required to complete the work in all respects to the site, including their handling, loading and unloading etc. whenever required including cost of packing and transit insurance and temporary Godowns.

b. Cost of shifting and storing of materials as many number of times and in as many batches as may be required during the currency of the contract.

c. Cost of all the materials, labour, tools & tackles, plants & equipments, scaffolding, supporting and any other implements and equipments as may be required to complete the work in all respects. The contractor shall be allowed to remove such implements after satisfactory completion of work and after all the equipment's and materials are permanently installed in their final approved location.

d. Cost of supervisory staff including technical manpower required for testing, commissioning, load balancing of the system, design staff and all other manpower as are required to fulfil all obligations under this contract, including all direct, indirect, incidental cost of employing such manpower and cost of all the preparatory works required to complete the work successfully.

e. The work has to be completed strictly within time schedule required by the Owner and time shall be the essence of the contract. Cost of any overtime, extra incentives and night work is therefore deemed to be included in the said item rates.

f. Cost of wastage, breakages & cost of protecting works from any damage, pilferage or loss, etc. till the time works are handed over.

g. Cost of preparation of five sets of shop drawings, design calculations, installation of samples including modification thereto for the approval of Owner.

h. Cost of carrying out tests as are required to validate/verify design calculations and other performance parameters specified under this contract including cost of carrying out various tests as may be required from time to time to ascertain that



work is carried out as per specifications and that materials used are as per approved standards/quality.

i. All the workers employed by the contractor shall be insured by the contractor who shall indemnify and save harmless the Owner, from any damage or loss of property or any injury including loss of life of any person caused directly or indirectly due to work carried out by the contractor.

j. Cost of insurance for all the works to be carried out under this Work Order up to commissioning during which the contractor shall indemnify and save harmless the Owner, from all costs, charges, legal suits or any liabilities arising due to any damage or loss of property or any injury including loss of life of any person of the Owner or of any third party caused directly or indirectly due to work to be carried by the contractor.

k. Cost of compliances of all precautionary & safety rules and laws in force for carrying out the works and obtain all necessary permissions from local Government authorities in confirmation of having carried out the work in accordance with the condition of building permissions and fire safety codes and regulations.

l. Clearing the sites to the entire satisfaction of the Consultants/Owner as and when directed by Consultants/Owner and after completion of work. All the packing material and other waste resulting from this work including debris shall be removed by the contractor from site as and when required and site shall be kept clean during Construction/Installation.

m. Cost of all consumables required during installation, testing and commissioning including cost of such other parts which need to be replaced after the system is commissioned.

n. Cost of power required for the work, which will be on actual basis on site at One point. Necessary distribution shall be carried out by the contractor at his own cost including electrical connections of all equipment's to the electrical outlets or switches provided by the Owner.

o. Cost of preparation of 'As Installed/Built drawings' - 5 Sets each.

p. The contractor shall be paid only for the completed items.

q. For all matters pertaining to this work order including certification of measurements, approval of materials and approval of works and shop drawings, the Owner shall nominate his representative in writing to the contractor. In absence of such nomination by the Owner, the authority for certification / approval of all the matters pertaining to this work shall rest only with the Owner's Project in Charge.

Certification by any other entity should be deemed as invalid and will not be entitled for any payment against such work or material certified at site.

## **SECTION - 2 : GENERAL CONDITIONS**

1.The Contractor shall cooperate and coordinate with Main Building Contractor and other agencies appointed by the Owner to the maximum possible extent in accordance with the advice of the Architect and Project Engineer.

2.The Owner reserves the right to add, to omit & to alter the work shown on the GFC drawings and described in the schedule of rates in Annexure A to this agreement and this shall not invalidate the Contract.

3.The Contractor shall be required to inspect and test the system minimum once in two month or whenever required by the Owner.

4.The item rates given in the Annexure A are applicable for the entire Electrical System works of the building mentioned above and no escalation on the same shall be given to the Contractor for any reason whatsoever. The rate for any item not specified in Annexure A but required to be carried out during the course of work shall be settled in accordance with the "Clause '46' (Extra Items)".

5.For the project execution and management, you will have to provide minimum staff as follows,

- One senior Site Engineer.
- One Senior Site Supervisors.

6. Chasing in wall/hole as well as making semi finish in Vendors scope

7. Supply of cement FOC with 2% wastage

8. Supply of Concrete FOC.

9. Scaffolding/passenger/materials lift/hoist, drinking water and sanitation are in vendor's scope.

All the above personnel shall be provided with mobile telephones facilities so that they can be easily reached. Senior Site Supervisor shall be available on Call basis at site after handing over. Owner of the contracting company shall visit the site at least twice in a week for the project execution.

## **6. CONSTRUCTION SCHEDULE**

You shall submit a detailed construction schedule for completion of work within one day of LOI/Work order and give us requirements of GFC drawings well in Advance for work. You are requested to get in touch with our Project in Charge to obtain

details of completion requirements, which shall have to be incorporated in the schedule. You will also give us a fortnightly progress of work and submit updated schedules/status of work progress with submission of your interim bills giving details of remedial measures proposed by yourselves to make good delays if any.

#### **7.WORK TO BE AS PER PROGRAMME**

The contractor shall programme his work according to time schedule drawn up by the Consultant and the Owner's Project in Charge. The contractor shall provide full time qualified supervision for his work. The Contractor shall submit to the Consultants/Owner reports every month stating the progress of work.

Quantities and dimensions mentioned in the said bill of quantities are approximate and may vary to any extent. The contractor is required to verify and confirm the actual quantities and site dimensions from site measurements. The contractor shall have no claims whatsoever for rates revision on account of such variation.

#### **8.ADEQUACY OF CONTRACTOR'S RESOURCES**

The Contractor shall provide adequate resources to ensure timely completion of each milestone of the construction schedule approved by the Client.

#### **10.DATE OF COMMENCEMENT**

Date of commencement shall be date of LOI/ Draft work order or as confirmed by the Owner.

#### **11.TIME OF COMPLETION**

The entire work under this Work Order shall be completed within three Months from the date of acceptance of this work order or as directed by the Owner.

The contractor shall be deemed to have taken into consideration the statutory byelaws and requirements for the commencement of the work at each stage and shall be deemed to have considered fulfilment of such requirements in his completion schedule. The contractor is also required to account in his completion schedule, reasonable time for procurement of such permissions and shall have no claim for additional time for completion of the work.

After the completion of the work, the Contractor shall notify in writing to the consultants/Owner about completion of the work. Within 30 days from the date of notification, the consultant/Owner shall send his representative to remain present at the time of carrying out necessary tests by the Contractor.

## 12. DELAYS IN COMMENCEMENT

The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause for such delays may be, including delays in procuring government controlled or other materials.

## 13. STATUTORY APPROVALS

Contractor shall be responsible for obtaining all statutory approvals including No Objection Certificate from the Chief Electrical Inspector for the work completed by him. All costs for obtaining such approvals including cost of rectifications/modifications if required to be carried out for obtaining such approvals shall be deemed to be included in Contractor rates. Legal fees will be reimbursed against submission of Original receipt.

## 14. APPROVAL OF SHOP DRAWINGS

Within 7 days of the date of this Work Order M/s. ABC (India) Pvt.Ltd.shall furnish technical data sheet and full set of shop drawings for approval of Consultants. Upon approval of shop drawings the contractor shall rework the bill of quantities and submit to the Owner for approval. Before commencement of works and ordering of materials, contractor shall obtain express written approval of the Owner's chief engineer for Bill of Quantities of all items required to be executed as per approved shop drawings. The contractor needs to forward the approved revised Bill of Quantities based on approved shop drawings to the Owner's contract section. All works executed as per approved shop drawings and Bill of Quantities shall become fully payable as per terms of payment mentioned in this work order.

## 15. QA-QC/ SAFETY / METHOD STATEMENT / DAILY REPORTS / MEETINGS / PROGRAMME AS PER SITE INSTRUCTIONS FROM TIME TO TIME

The Contractor shall submit on request the following documents for approval/record of the Consultants/Project in Charge prior to commencement of the works and during the course of execution of work as applicable.

- a.Method statement for major items of work and as required by the Site Engineer
- b.Safety manual proposed for this project, which shall include safety precautions and safety measures etc.
- c.Quality Assurance and Quality Control manual as proposed for this project.
- d.Daily work/programme of next day/Plants status reports in a prescribed form.
- e.Weekly programme/progress reports in a prescribed form.

## 16.APPROVAL OF SAMPLES

Samples of all the materials shall be submitted to the Project in charge by the Contractor for approval before commencement of work. All the materials used shall be of approved make (described elsewhere in the specifications) unless specified otherwise.

#### 17. CLARIFICATIONS OR AMBIGUITY

Any clarification required or ambiguity noticed by the Contractor as far as the GFC drawings are concerned, shall be brought to the notice of the Architect and the Project Engineer to get the matter resolved before commencement of work.

#### 18. SAFE CUSTODY

Storing and safe custody of the materials required for work shall be your responsibility.

In event contractor is Providing any materials such as equipment's, machinery etc., he shall submit the packing list along with the delivery of materials. The receipt of materials shall be checked jointly by the representatives of the contractor and Owner. Thereafter the security of such and all other materials lies entirely on the contractor.

19.

#### ASSIGNMENT AND SUB-CONTRACTING

##### Assignment

The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or there under, without the prior written consent of the Owner.

##### Sub-Contractors

The Contractor shall not sub-contract the whole of the Contract. The Contractor shall not sub-contract any part of the works without obtaining the prior written consent of the Owner and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract. The Contractor shall be responsible for the acts, defaults and neglects of the sub-contractor, his agents, employees or workmen as fully as if they were the acts, defaults or neglects of the Contractor or his agents, servants, or workmen with respect to work and taxes.

## 20.MEASUREMENTS

The payment for any completed work shall be on the basis of the joint measurements as certified by the Owner's project in charge. Unless otherwise specified in this work order or BOQ Annexure A, all the measurements shall be taken in accordance with IS 1200.

The contractor shall submit measurements on every Monday to the project in charge for the work carried out in previous week for certification.

Points to be mentioned in Tax Invoices.

- a. Tax nos. like PAN, GSTIN,CIN No.
- b. Billing Company
- c. Billing Address of the Company
- d. Tax Invoice No.
- e. Bill of Supply
- f. Date of Tax Invoice/Date of Bill of Supply
- g. W O No. on Tax Invoice/ Bill of Supply
- h. W O Date on Tax Invoice/ Bill of Supply
- i. Building No./Wing No.
- j. Tax Invoice/ Bill of Supply: Period: From##. To ###.
- k. Declaration of GST payable on reverse charge by the Company (Y/N)
- l. SAC code with description of Service in Tax invoice
- m. Place of Supply/Services in Tax Invoice
- n. Name of the State
- o. State Code
- p. Discounts in Contracts Document to be attached along with Tax Invoices.(Whichever is applicable)
  - a. Photocopy of Work Order
  - b. Photocopy of RC's of GSTIN,CIN etc.
  - c. Copy of drawing of completed works.
  - d. Copy of Debit Register (If Any)
  - e. Measurement sheet of Joint Records taken with Owner's Site Engineer/Project In charge.
  - f. GST Paid Challan (Relevant period or Previous period as the case may be )
  - g. Original + Duplicate + Triplicate for goods supply
  - h. Debit/Credit Note-Serial number of corresponding Tax Invoice as the case may be.
  - i. Declaration Certificate of the Contractor to be properly filled up by contractor on Letter head.
  - j. Declaration Certificate of the Sub-Contractor to be properly filled up by contractor on Letter head

- k. P F Registration No.
- l. P F paid challans.(Relevant period or Previous period as the case may be )
- m. ECR copies of relevant PF (Relevant period or Previous period as the case may be )
- n. ESIC Regn. No.
- o. ESIC paid challans. (Relevant period or Previous period as the case may be )
- p. ECR copies of relevant ESIC(Relevant period or Previous period as the case may be )
- q. Attendance Register/Muster Roll(Relevant period - marking the employees worked at our site)
- r. Wage Register (Relevant period - marking the employees worked at our site)
- s. Form-11 copies of the workers working on site.

ENDORSEMENT TO BE MENTIONED ON SEZ INVOICE  
SUPPLY TO SEZ DEVELOPER FOR AUTHORISED OPERATIONS UNDER BOND  
OR LETTER OF UNDERTAKING WITHOUT PAYMENT OF INTEGRATED TAX

OR  
SUPPLY TO SEZ DEVELOPER FOR AUTHORISED OPERATIONS ON PAYMENT  
OF INTEGRATED TAX

## 23. TAXES AND DUTIES

In accordance with the provisions of The Central Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017, The State Goods and Services Act, 2017 (respective State Act), The Union Territory Goods and Services Tax Act, 2017 and applicable Rules, Circulars, Notifications, Clarifications, etc. (as may be issued from time to time) ("GST"):

1).The Contractor hereby agrees and undertakes to pass on by way of commensurate reduction in Order Value due to (i) reduction in the rate of tax on any supply of goods and/or services and/or (ii) due to the benefit of Input Tax Credit under GST that may be available to the Contractor. In this regard, the Contractor agrees and undertakes to disclose all the requisite details of its Input Tax Credit to the Owner to enable to arrive at the said reduction in Order Value.

2)The Contractor agrees and undertakes to issue and furnish GST compliant Tax Invoice in a timely manner and also agrees and undertakes to upload on the GST website (GSTN) the requisite information as may be required in respect of the said Tax Invoice.



3)The parties hereby agree that the frequency of raising and furnishing Tax Invoice by the Contractor shall be every [mention here the frequency period, eg. monthly, fortnightly, every 15th of the month, etc. as the case may be].

4)The Contractor agrees and undertakes to make timely payment of tax under GST such that the Owner is able to claim Input Tax Credit in accordance with the provisions of GST in a timely manner. In this regard the Contractor agrees and undertakes to furnish copy of tax challan to the Owner as proof of payment of the said tax.

5)The Contractor agrees and undertakes that it shall take requisite steps such that there is no mismatch under GSTN in respect of the Tax Invoice raised and furnished by the Contractor to the Owner. Further, the Contractor agrees with the Owner that in case of any mismatch, the Contractor agrees and undertakes to rectify the mismatch and resubmit the revised / amended Tax Invoice / credit note to the Owner immediately prior to the next month's processing for GSTN uploading.

6)The Contractor agrees that the Owner would pay for the Tax Invoice after the confirmation of the entry without any mismatch on GSTN. Any queries in this regard should be settled between the parties before uploading the details in the GSTN.

7) IT-TDS & GST-TDS as applicable will be deducted from every Tax Invoice.

## 24.ESCALATION

The prices shall remain firm till the completion of the Project and no escalation shall be applicable for any reasons whatsoever.

## 27.IDLING CHARGES

The contractor shall have no idling claims on any accounts for any reasons whatsoever.

## 28.GUARANTEE

Major equipment's to be installed under this contract shall have been manufactured for working life of not less than 5 year. Contractor shall get the makes of such equipment's approved from Owner prior to ordering. The Contractor shall provide free support for training of our personnel in the operation and maintenance of the Electrical Works if required for a period of one month after the completion of defect



liability period of one year from the date of handing over. The support shall be limited to technical advice and troubleshooting.

## 29.PERFORMANCE GUARANTEE

The contractor shall furnish the Performance guarantee on stamp paper of minimum Rs.100/- for all Electrical Works against any defects & the due performance of the system for the intended minimum period of One year from the date of completion. In case if any defects noticed during this period shall be made good by the contractor by replacement of defective materials without any cost to Owner. This guarantee is to be submitted along with final bill after successful commissioning & handing over Electricals work to the Owner. The contractor is hereby intimated that in absence of this performance guarantee, final bill will be held back.

## 30.LABOUR LAWS

In the evaluation of Contractor's rates for the various items of work, Contractor have taken into account all the provisions of Labour Laws pertaining to (i) The Minimum Wages Act, 1948 (ii) The Industrial Disputes Act, 1947 (iii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952 (iv) The Child Labour (Prohibition & Regulation) Act, 1986 (v) ESIC Act-1948 applicable as on date to the construction labour and contractor personnel. The liability for compliance with all these laws rest entirely with Contractor and Contractor shall indemnify Owner completely on this account. Contractor will furnish us all necessary details about contractor labour and other personnel employed on the project as and when required by Owner in compliance with the above requirements. The contractor is required to submit the documentary evidences monthly and along with each invoice, for the compliance with respect to The Employees' Provident Fund and Miscellaneous Provisions Act 1952 & ESIC ACT 1948.

PF & ESIC registration will be mandatory for all contractors' executing works under this work order. RA Invoice will have to be produced supported with (i) declaration regarding compliance and (ii) copies of (a) salary/wage slips (b) attendance muster (c) PF & ESIC Challan for workers working at the site (d) ECR copies of PF & ESIC for the relevant period. (e) Copies of Form-11 for the workers working on site as per wage register.

As per Chapter VII of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Every contractor shall in respect of each work on which he engages contract labour maintain following records and registers:

- o Muster Roll,
- o Wages Registers,
- o Deduction Register
- o Overtime Register,
- o Fine Register,

- o Advance Register,
- o Register of persons employed,
- o Employment Card,
- o Notice of commencement/completion of contract work,
- o Service Certificate
- o Returns

**Muster Roll:** The contractor shall maintain a muster-roll of the workers employed in various trades as required to execute the work at site, from the date of commencement to the to the completion of the project.

**Wages Register:** The contractor shall maintain a wage register of the workers employed in various trades, wherein the contractor shall obtain signature or thumb-impression of each such building worker against entries relating to him and such entries shall be authenticated by the contractor or his authorised representative.

**Deduction Register:** A register of deduction for damage or loss shall be maintained with all the relevant details of damage or loss and the amount recovered as deduction. In case, where during a wage period, no deduction has been made from the wages of a building worker a 'nil' shall be made against such wage period at the appropriate place.

**Overtime Register:** A register of overtime for recording therein the number of hours of, and the wages paid for, overtime work, if any.

**Fine Register:** A register of fines for violations/acts/omissions, by the workers, shall be maintained with all the relevant details and the amount recovered as fine. In case, where during a wage period, no fines are recovered from the wages of a building worker a 'nil' shall be made against such wage period at the appropriate place.

**Advance Register:** A register of advances shall be maintained for the advances given, if any, along with the purpose for which the advance was given and the number of instalments by which the recovery shall be made.

**Register of persons employed:** The contractor shall maintain, in respect of each establishment, where building workers are engaged, a register with all the relevant personal details of each worker, such as, permanent address, local contact details, age, Father's name, Designation etc.

**Employment card:** Each worker shall be issued an employment card with all relevant details and a photograph affixed, duly stamped, stating date of employment.

**Notice of commencement/completion of contract work:** The contractor, as per BOCW Act, Rule 239, shall send to the Inspector having jurisdiction, a written notice intimating the actual date of the commencement, the probable date of completion and other such particulars as referred to in sub-section (1) of section 46 of the Act relating to construction work on the site.

**Service Certificate:** The contractor shall issue a service certificate to each of such building worker in specified format, to such building workers on termination of his service on account of completion of such work or for any other reason.

Returns: The contractor shall send annually, return relating to such establishment in duplicate, in specified format, to the registering officer having jurisdiction so as to reach him not later than the fifteenth February following the end of each calendar year with a copy to the Inspector having jurisdiction.

The contractor shall ensure that the registers and other records required to be maintained under the BOCW Act (Regulation of Employment and Conditions of Service), Payment of Wages Act, 1936 (4 of 1936), or Minimum Wages Act, 1948 (11 of 1948) or the Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970), or these rules, are maintained complete and up-to-date, and made available for scrutiny by the Project Incharge and/or authorized representative of the Owner.

### 31.SAFETY PRECAUTIONS

You shall observe all necessary safety precautions to safeguard your personnel, plant, machinery, other personnel, equipment's and completed works at site. You shall remain solely liable for any claims or damages arising out of non-compliance of such safety precautions and would indemnify us from any such claims or damages.

### 32.SAFETY BREACH

The contractor shall organize his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents on the site to both, persons and property. The same is applicable to his sub-contractor/s, if any. Any accident taking place during the tenure of his contract, causing any injury to the life of any individual shall be treated as breach of provisions of the safety clause of the contract and the contractor will be liable for the recovery of damages by the Owner as given below.

a. Owner shall impose a fine on the contractor of Rs.50/- (Rs. Fifty Only) per instant a worker is found not wearing a helmet at work site.

b.Owner shall impose a fine on the contractor of Rs.500/- (Rs. Five Hundred Only) per instant a worker is found not wearing a safety belt at work site.

c.Owner shall recover from the contractor, an amount of Rs.50,000/- (Rupees Fifty Thousand Only) per accident causing injury.

d.Owner shall recover from the contractor, an amount of Rs.100,000/- (Rupees One Lac Only) per accident causing loss of life.

### 33.ENVIRONMENTAL PRECAUTIONS

You shall observe all necessary precautions and take all necessary measures to ensure that your personnel, workers, subcontractors or suppliers as well as equipments and vehicles the norms regarding emission levels and noise levels as laid down by the statutory authorities shall be strictly adhered to. All the vehicles coming into site on behalf of the contractor shall have valid registration & PUC Certificates. The drivers of vehicles shall have valid licenses. The contractor will similarly observe all norms regarding disposal or treatment of all types of waste matter and shall be entirely responsible for any claims, damages or penalties in event of non-compliance. You shall indemnify us from any and all claims, damages or penalties and will remain liable for the losses caused to us as a result of your non-compliance of the said requirements.

#### 34.INSURANCE

The contractor will be required to obtain Workmen's Compensation Policy jointly in the name of the Owner/Endorsement certificate from the Insurance company for coverage of workers to be deployed at Owner site (Company name, address & No of workers to be mentioned) and the Contractor covering the entire duration of the work within fifteen days from the date of this work order and furnish us the documents within seven days thereafter.

Owner will be taking CAR (Contractor All Risk) policy for entire project. In case of submission of claims if any by the contractors with regard to CAR Policy, the Company will provide the details to the Contractor about the same and Contractor will be responsible to prepare the necessary documents and to take up the matter of process of the claim with the Insurance Company

#### 35. INDEMNITY

Contractor shall indemnify the Owner and shall keep it indemnified and save harmless from any losses, costs, suits, charges or legal actions brought against them due to injury to any person or damage to the property or loss of life of their employees/customers or any other individuals or animals visiting the premises caused due to construction activity carried out by you and generally by any of you acts, defaults and neglects throughout the period of construction and till such time the site is completely cleared and handed over by the Contractor. Similarly the Contractor will also indemnify the Owner against all the risks, costs, law-suits or any other proceedings brought against it due to its non-compliance of rules and regulations laid down by Government, Statutory or Local bodies including ESIC, PF administration and Safety administration during the course of the contract.

#### 36. SAFETY PROVISIONS

Contractor shall provide necessary PPE required for their activity at site. Generally the following PPE has to be available at construction site for workers,

- a) Safety Helmet for all workers
- b) Safety Shoes for all workers
- c) Safety gloves for all workers
- d) Safety full body harness for workers working at heights.
- e) Safety goggles & welding shield for gas cutting & welding operations.
- f) Ear plugs for workers working at noisy area.
- g) Safety apron & face mask for workers working at chemical & dust polluted areas.

Contractor shall appoint safety supervisor if the value of work exceeds 50lac or if the workers strength is more than 250nos. Qualified safety officer shall be employed if the workers strength is more than 500nos as per the BOCW Act.

### 37.MOBILIZATION OF CONTRACTOR'S PLANT, EQUIPMENT, PERSONNEL ETC.

You shall be mobilizing to the site adequate plant and machinery and provide necessary supervision for fulfilment of the contract and timely completion of the job as per the requirement and construction schedule. You shall be permitted to plan your activities and for deployment of staff, labour, plant etc. as per the construction schedule, to ensure satisfactory execution of the work and also be permitted to remove extra materials / plants etc., from the site of works, if required due to tapering of work etc.

You shall co-operate with other contractors executing work at the site and permit them use of working space etc. in the building under construction so long as it does not hinder your progress.

### 38.FACILITIES TO CONTRACTOR

a.Drinking water for labour shall be provided free of cost at site at one point. However construction water shall be arranged by you at your cost including necessary distribution.

b.Free Electricity shall be provided at actual cost at site at one point.The distribution of electric supply as required for construction shall be done by you at your cost from a licensed electrician. The Owner shall not be responsible for continuity of electrical supply and in the event of its failure the contractor shall be required to make his own standby arrangements at his own cost. The contractor shall be responsible for safety of electrical installations and will get the same certified by electrical inspector as per the requirement of Indian Electricity Act.

c. Reasonable area of land if available, required for temporary construction of site office, stores, workshops shall be made available to you free of cost for the period of the contract. All temporary structures shall be removed immediately after completion of the works. You will construct, maintain and demolish these structures at your own cost and will remain liable for the same in respect of the statutory provision of the government and municipal authorities.

#### 39. SUFFICIENCY OF OFFER

It is expressly understood that your representatives have visited the site(s) of work and have acquainted you to the conditions thereof. It is also expressly understood that you have taken into account all factors for completing the works as per the schedule enclosed herewith, in all respects while fixing your rates for different items. If any work is required to be carried out to complete the works described in the schedule of works but not expressly mentioned therein you will be deemed to have taken cost of such works into account in your pricing and nothing extra would become payable to you.

#### 40. INSPECTION AND TESTING

The Owner or his authorized representative shall have full power to inspect the drawings of any portion of the work or examine the materials and workmanship of Electrical work at the contractor's works or at any place from which the materials or equipments are obtained. Acceptance of any materials or equipments shall in no way relieve the contractor of his responsibility for meeting the requirements of the specifications. Routine type tests for the various items of the Electrical System shall be performed at the contractor's works and test certificate furnished. If required by the Engineer, the contractor shall permit the Owners authorized representative to present during any of the tests.

The Contractor shall carry out the work to the satisfaction of the Architect and Project Engineer and shall be responsible for any breakage, wastage of material etc. The Contractor shall rectify at his own cost any defects arising out of bad workmanship or use of substandard/faulty materials or due to any other reasons as has been pointed out by the Architect and his representative.

In matters such as workmanship, quality of materials used on work, extra items, rates of extra work done and all such matters with respect to the Contract and execution of the work, the Architect / Consultant shall be the final Authority and his decision will be final and binding on the Contractor without any further legal reference.

#### 41. ACCEPTANCE CRITERIA



The final acceptance of the work by the Owner shall be on the basis of,

- a.Certification by Owner's Consultants that work is carried out as per contract specifications and highest engineering practice.
- b.All tests are carried out and the results equal or exceed the specified design parameters certified by Consultants.
- c.Final approvals of statutory authorities are obtained.
- d.Final approval by architect, consultant and Owner.
- e.System functions without any fault for a period of one month after commissioning.
- h.Submission of the performance guarantee as per Clause No.- 28.
- i.Submission of 'As Built Drawings'.

The installation will be taken over by the client after the approval and the successful testing, checking and commissioning of the entire Electrical System by the client's Engineer, Architects and Consultants.

#### 42.DOCUMENTATION

Contractor shall furnish to Owner following information within Seven days of the LOI / Work Order,

- a.Detail construction schedule showing the completion of works as per completion date including testing and commissioning.
- b.Site Organization Chart showing the names of the Project Manager and Engineers.
- c.Material order report showing detail programming for ordering of all materials and equipment and names of manufacturer showing delivery dates.
- d.List of equipments proposed to be used in works for Owner's approval.
- e.5 Sets of shop drawings.
- f.Upon completion of work 5 sets of as built drawings shall be submitted along with operation and maintenance manuals for all equipment.
- g.Test reports of the material / equipment as and when required by the Owner or his Consultants.
- h.Commissioning report and Consultants Certificate.
- i.Original guarantees of all equipment.

#### 43.WORKS TO BE AS PER PROGRAMME AND SPECIFICATIONS

Contractor shall be responsible to carry out the works strictly in accordance with specifications given by Consultants and in accordance with the approved construction programme. In the event of the Contractor's failing to do so the Owner shall give 24 hours written notice to the Contractor to rectify the defects and/or take necessary measures to improve the progress of work. The Contractor's failure to do so shall result in automatic cancellation of contract and the Owner shall have the

right to complete the work by appointing another agency at the entire risk and cost of Contractor.

#### 44.WORKS TO BE PROTECTED

The work in every respect during its progress and till the final acceptance by the Owner, including the raw materials delivered to the site to be incorporated or used in construction of the work by the Contractor shall be under the charge and in the care of and under the responsibility of the Contractor and at his own risk. Any loss or damage to such materials or work prior to final acceptance of the work by the Owner shall immediately be replaced by the Contractor at his own expenses.

All the materials and finished or unfinished work shall be protected by the Contractor at his cost till the work is taken over by the Owner. Receiving part of full payment for material or any part of incomplete/completed work shall not absolve the Contractor from his responsibility to safeguard such works from possible damage due to site conditions.

#### 45.WORKS TO BE OPENED FOR INSPECTION

a.The Contractor shall provide all facilities to the Owner's representatives for inspection of the work or any part thereof.

b.The Contractor shall give all information and access to Owner's representatives.

c.In the event of Owner requiring any documents to verify specifications or other details pertaining to any work or part(s) thereof then the Contractor shall promptly provide such documents.

#### 46.EVALUATION OF EXTRA WORKS

Rates for extras items/work as may be ordered shall be determined by the Consultant/Owner as follows,

a.The rate of extra item shall be submitted by Contractor for the approval of consultants/Owner before execution of work. The same shall be confirmed by Consultants/Owner. However the contractor shall not hold or delay execution of such works pending finalization of rates.

b.If not specified, the rates for that item shall be derived from the nearest similar item in the bill of quantities.

c.As per the actual expenditure incurred in execution of the item inclusive of all taxes plus 15% for contractor's profit, plant, machinery, tools etc. supervision and



overheads. Contractor shall furnish all necessary documents/invoices if required by the consultants/Owner, for verification.

d.For extra items contractors shall get the instructions confirmed in writing from Project in Charge before executing the work and keep proper record of same.

e.The contractor shall get confirmed in writing, any verbal instruction by Engineer-in-charge for executing the work or any extra items before execution.

The decision of Owner regarding rate of extra items shall be final and binding on contractor.

#### 47.SUSPENSION OF WORK

The contractor shall, on the written order by the Employer suspend the progress of the works or any part thereof for such time or times and in such manner as the Owner/Consultant may consider necessary and shall during such suspension, properly protect and secure the work, so far as is necessary in the opinion of the Consultant.

#### 48.ISO 14001 : 2004 & ISO 18001 : 2007

The Owner has committed for Environmental, Occupational Health & Safety aspects in design & construction of all his activities, products & services. The Owner is registered under ISO 14001 : 2004 for Environmental Management System & under ISO 18001 : 2007 for Occupational Health & Safety Management System. Hence the contractor has to follow provisions of ISO 14001 : 2004 & ISO 18001 : 2007 along with the Owner's manual which is kept at site, the cost of which is deemed to be included in the agreed price.

#### 49.TERMINATION OF CONTRACT

We will have the right to terminate the contract after giving one week notice, in the event of your failure to carry out the work as per the schedule or to maintain the acceptable quality of the workmanship or to observe the safety precautions at site or non-compliance of rules and regulations of local and government bodies or non-compliance of any other conditions required under the agreement.

#### 50.MISDEMEANOUR ON PART OF THE CONTRACTOR

In the event of any misdemeanour on part of the contractor or his involvement in unethical/corrupt practices or his attempt to unduly influence the Owner's/consultant's personnel for any reasons whatsoever, the Owner shall have full right to terminate the contract without any notice to the contractor and forfeit all

the money payable to the contractor without prejudice to any other remedy available under the terms of contract, to complete the balance work at the risks and costs of the contractor.

#### 51.FORCE MAJEURE

Notwithstanding anything contained hereinabove, neither party to this contract shall be liable to other for discharging of its obligations under the terms and conditions of the agreement where,

a)From the date of issue of the LOI/Work order till the completion of work, if there occurs an event of Force Majeure which includes, but not limited to, earthquake, floods, famine or terrorist attacks, war (If declared or not), hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, strike, civil war, riot, commotion or disorder or any other irresistible force, adverse market conditions or any other reasons beyond control of the Owner, which may affect his business directly or indirectly, the Owner shall have option to terminate the contract, if such Force Majeure continues for a period of 30 days or beyond.

b)In case of delay or default by a government agency, local authority or statutory undertaker in carrying out work or granting the consents and approvals in pursuance of its statutory obligations in relation to the Initial Works or exercise after issue of this LOI/Work order any statutory power which restricts the availability or use of labour or prevents delays the prospective contractor in obtaining goods, materials, fuel or energy for 30 days or beyond, adverse market conditions or any other reasons beyond the control of the Owner, which may affect the business directly or indirectly, the Owner shall have the right to terminate the contract with immediate effect.

c)If during tenure of the contract, any completed portion of the work is destroyed or damaged by fire (not caused by any wilful act of the contractor), earthquake, tempest, flood, lighting, violence of any army or mob or enemies of the country or by irresistible force of the orders of any statutory authorities or any other natural calamity so as to render the portion of work completed unfit for the purpose for which it was constructed for 30 days or beyond, the Owner shall have the right to terminate the contract with immediate effect.

d)If during the term of the contract, the complex, the building or any part thereof is acquired or requisitioned by the government or any local authority or authority under any act or rules made thereunder, the Owner has right to terminate the contract with immediate effect.

In cases of termination of the contract agreement as mentioned hereinabove, the prospective contractor shall return advances paid to him by the Owner along with handing over of site.

## 52.ARBITRATION CLAUSE

In the case of disputes, if any, between the parties hereto arising out of the Agreement herein including the determination of the quantum of the amount payable to the Contractor by the Employer for the work done by them and/or the quantum of amount as damages payable by the Contractor to the Employer, shall be settled as per the provisions on Indian Arbitration and Conciliation Act 1996. The courts of jurisdiction will be at Mumbai.

53.Governing Law : This order shall be governed by Indian law and the legal jurisdictions of this order shall be at Mumbai.

## 54.CLAUSE FOR STATUTORY COMPLIANCE

Contractor / Service Provider shall comply with all the provisions of statutory legislations applicable to their establishment / company which are in force from time to time including but not restricted to :

- 1) Minimum Wages Act, 1948
  - 2) Maharashtra Workmen's Minimum HRA Act, 1983
  - 3) The Contract Labour (R&A) Act, 1970
  - 4) Employees Provident Fund & Misc. Provisions Act, 1952
  - 5) Employees State Insurance Act, 1948
  - 6) Maharashtra Labour Welfare Fund Act, 1953
  - 7) The Profession Tax Act, 1975
  - 8) Employees' Compensation Act, 1923
  - 9) Payment of Bonus Act, 1965
  - 10) Payment of Gratuity Act, 1972
  - 11) Maternity Benefits Act, 1961
  - 12) Sexual Harassment of Women at Work Place (Prevention, Prohibition & Redressal) Act, 2013
  - 13) Maharashtra Shops & Estb. Act, 1948
  - 14) Inter State Migrant Workman Act, 1979
  - 15) The Building & Other Construction Workers (RE & CS) Act, 1996
- Actwise list of records / registers needs to be maintained, which is an integral part of this Service Contract / Agreement. Contractor / Service provider shall timely maintain all original records at site and timely submit all returns (monthly/quarterly/half yearly/annually) as required under the provisions of different acts applicable to them. The records should be readily available for inspection /Verification as and when demanded by the Owner or any other authority.

#### CLAUSE FOR COMPLIANCE

As per Chapter VII of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Every contractor shall in respect of each work on which he engages contract labour maintain following records and registers.

a) Muster Roll: The contractor shall maintain a muster-roll of the workers employed in various trades as required to execute the work at site, from the date of commencement to the to the completion of the project.

b) Wages Register: The contractor shall maintain a wage register of the workers employed in various trades, wherein the contractor shall obtain signature or thumb-impression of each such building worker against entries relating to him and such entries shall be authenticated by the contractor or his authorised representative.

c) Deduction Register: A register of deduction for damage or loss shall be maintained with all the relevant details of damage or loss and the amount recovered as deduction. In case, where during a wage period, no deduction has been made from the wages of a building worker a 'nil' shall be made against such wage period at the appropriate place.

d) Overtime Register: A register of overtime for recording therein the number of hours of, and the wages paid for, overtime work, if any.

e) Fine Register: A register of fines for violations/acts/ omissions, by the workers, shall be maintained with all the relevant details and the amount recovered as fine. In case, where during a wage period, no fines are recovered from the wages of a building worker a 'nil' shall be made against such wage period at the appropriate place.

f) Advance Register: A register of advances shall be maintained for the advances given, if any, along with the purpose for which the advance was given and the number of instalments by which the recovery shall be made.

g) Register of persons employed: The contractor shall maintain, in respect of each establishment, where building workers are engaged, a register with all the relevant personal details of each worker, such as, permanent address, local contact details, age, Father's name, Designation etc.

h) Employment card: Each worker shall be issued an employment card with all relevant details and a photograph affixed, duly stamped, stating date of employment.

i) Notice of commencement/completion of contract work: The contractor, as per BOCW Act, Rule 239, shall send to the Inspector having jurisdiction, a written notice intimating

the actual date of the commencement, the probable date of completion and other such particulars as referred to in sub-section (1) of section 46 of the Act relating to construction work on the site.

j) Service Certificate: The contractor shall issue a service certificate to each of such building worker in specified format, to such building workers on termination of his service on account of completion of such work or for any other reason.

k) Returns: The contractor shall send annually, return relating to such establishment in duplicate, in specified format, to the registering officer having jurisdiction so as to reach him not later than the fifteenth February following the end of each calendar year with a copy to the Inspector having jurisdiction.

The contractor shall ensure that the registers and other records required to be maintained under the BOCW Act (Regulation of Employment and Conditions of Service), Payment of Wages Act, 1936 (4 of 1936), or Minimum Wages Act, 1948 (11 of 1948) or the

Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970), or these rules, are maintained complete and up-to-date, and made available for scrutiny by the Project Incharge and/or authorized representative of the Owner.

#### 55.ORDER CONFIRMATION

The confirmation of this Order shall be in writing which includes email and which shall constitute a contract. The confirmation shall be communicated within 3 days of receipt of this order. If the Supplier/Contractor does not accept the Purchase order / Work Order within 3 days from the date of receipt, the company shall be at liberty to consider it deemed accepted or cancel the same without incurring any liability whatsoever.

#### 56.OTHER CONDITIONS

a.All appliances & works shall conform to the relevant IS standards unless particularly specified in the list of approved makes.

b.Contractors have visited the site and have confirmed the rates after acquainting themselves with the conditions at site, clearances available and dimensions provided in civil works.

c.Contractors shall remain responsible for testing, commissioning of the entire system and shall remain liable for defects liability period for one year for functioning of the entire system, during which any repair/rectifications or replacement as may be required shall be carried out by the Contractor without any cost to the Owner.

d.Contractors shall prepare the shop drawings showing detail arrangements of piping, fittings, panels and cabling etc. in relation to the Architectural and Structural details. Owner shall not be liable to make payment for any material brought by the Contractor or any work carried out by him, which is not in accordance with the approved shop drawings.

Annexure A enclosed with this Work Order shall, be deemed to be part of this Work Order along with original tender of Consultants/Owner. Any correspondence prior to this work order shall be superseded by the terms and conditions of this work

order. In case of discrepancies noticed in specifications at different places in documents attached with this work order or original tender, the most stringent shall apply.

The terms and conditions stipulated above have been mutually agreed upon. This Work Order is being issued in duplicate. Please sign and return one copy of this Work Order as token of your acceptance.

#### 57 Anti-Corruption Policy

- (i) The Vendor will abide by and comply with the conditions of the Anti-Corruption Policy (see website <http://mindspaceindia.com/images/new-images/Policies/Anti-Corruption-Policy.pdf> for the complete Anti-Corruption Policy), as a binding obligation under this contract. For the purpose compliance with the Anti-Corruption Policy by the Vendor in its business, all references to the "KRC Group" and "Company" in the Anti-Corruption Policy shall be deemed to be references to the "Vendor" and the Anti-Corruption Policy will be read accordingly.
- (ii) The final invoice of the Vendor must be accompanied with the following certification, duly signed by the authorized signatory of the Vendor :

"We M/s. ABC(India)Pvt.Ltd, hereby confirm that as per the terms of the PO No. 4800000000 dated 18/05/2018 , we have completely implemented and adhered to the Anti-Corruption Policy (Annexure "A" thereto) in respect to our business and indemnify and agree to keep the Company indemnified for any damages to the Company for the violation of same."

- (iii) The Vendor shall promptly notify M/s. KRC INFRASTRUCTURE & PROJECTS PRIVATE LTD-SEZ. of any violation or potential violation of the Anti-Corruption Policy, and shall be responsible for any damages to the M/s. KRC INFRASTRUCTURE & PROJECTS PRIVATE LTD-SEZ. for the violation of same. Any violation of Anti-Corruption Policy may lead to termination of all business connections with the M/s. ABC(India)Pvt.Ltd "

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ANNEXURE A - BILL OF QUANTITIES  
ANNEXURE B -MAKE LIST

#### PREAMBLES OF BOQ

a.Detailed description of items please refer Bill of Quantities of Original Tender Documents.

b.Contract has confirmed the rates for finished items after visting the site.

c.The rates are all inclusive and include all taxes and duties including freight, loading, unloading, insurance, scaffolding, testing etc. except IGST, which shall be exempted as this being a SEZ Project.

d.Rates are inclusive of Carting away debris, Cleaning & Security.

e.Rates confirmed in this building shall be applicable to any height and any location except wherever mentioned otherwise in this BOQ.

f.The bill of quantities is to be read in conjunction with the drawings, specifications, terms and conditions of tender documents and work order.

g.All electrical works on terrace/exposed to weather shall have IP 55 Protection and cables to be laid on Ladder Type G.I. Trays.

h.The quantities given are approximate and can vary to any extent. The contractor will not be entitled to claim any extra on account of this quantity variation.

i.The contractor needs to get shop drawings approved from the consultants and thereafter work out BOQ, which are to be whetted by the consultants/Owner before procurement of materials.

j.The rates shall remain firm till the completion of the work and the contractor shall not be entitled to claim any escalation on any account till the completion of the project.

k.The Material shall be supplied as per the approved make list ANNEXURE attached with this work order

m.Testing equipments require at factory as well as at site necessary testing has to be arrange is in vendors scope.

#### 58. Penalty For Poor Quality Of Work:

Penalties for defective work of a repairable nature shall be deducted from your payments. On rectification of defect and certification regarding the same by our engineer, this penalty shall be released. Should the defect be of an irreparable nature, then penalty so charges shall not be released. For Minor quality defects arising due to improper supervision leading to irreparable defects shall impose a fine

on the contractor of Rs.5000/- (Rs. Five Thousand Only) per instant. These defects needs to be attained on urgent basis within 24 Hours to prevent further levy of penalties as discretion of Project in charge. The decision of project in charge will be



final & binding.

#### 59. PENALTIES FOR EHS BREACH

Owner shall impose a fine on the contractor of Rs.500/- (Rs. Five Hundred Only) per instant a worker is found not wearing appropriate safety gadgets/equipment's as required for safety/protection for specialized works like Welding & breaking involving to protect from the "small particles and sparks produced due to this activity. The decision of project in charge will be final & binding



**VOLUME 2:  
SECTION 1:  
TECHNICAL  
SPECIFICATIONS**

## **HT CABLE - 22KV GRADE XLPE INSULATED CABLES**

### **1. GENERAL**

Cables shall be aluminum conductor, XLPE insulated; HR PVC sheathed, armoured and shall be supplied, inspected, laid, tested and commissioned in accordance with drawings, specifications, relevant Indian Standard Specifications and cable manufacturer's instructions.

### **2. MATERIAL**

#### **a. Conductor**

The Conductor shall be made from electrical purity aluminum stranded wires compacted together.

#### **b. Insulation**

High quality TROPOTHEX - X (XLPE) unfilled insulating compound of natural colour shall be used for insulation. Insulation shall be applied by extrusion process and shall be chemically cross linked in continuous vulcanization process.

#### **c. Shielding**

Cables shall be provided with conductor shielding as well as insulation shielding and shall consist of extruded semi-conducting compound, additionally insulation shield shall be provided with semi-conducting and metallic tape shield over the extruded insulation shield. XLPE insulation and outer core shielding shall be extruded in one operation.

#### **d. Armouring**

Armouring shall be applied over the inner sheath and shall comprise of flat steel wires (strips).

#### **e. Outer Sheath**

Tough outer sheath of heat resisting PVC compound shall be extruded over the armouring in case of armoured cables or over inner sheath in the case of unarmoured cables.

### **3. TESTS**

Cables shall be type tested and routine tested in accordance with IS: 7098 (Part II):

- a. Conductor resistance test.
- b. Partial discharge test.
- c. High Voltage test.

The following tests shall be carried out at site for insulation between phases and between phase and earth before and after cable laying:

- a. Insulation Resistance Test.
- b. Continuity resistance test.
- c. Sheathing continuity test.
- d. Earth test.
- e. High Voltage test.

### **4. LAYING OF CABLES**

Minimum depth of the cable in the ground shall be 90cm. Laying & Protection of cable shall be as per relevant IS Standards & Codes.

Sufficient cable loops to be left at both the cable ends.

## HT SF-6(CB) SWITCH BOARD – 22 KV SF-6

### 1. GENERAL

Manufacturing, testing, supplying and commissioning of integrated cubicle type, floor mounted, free standing extensible sheet steel enclosed, front operated indoor type 33 kV or 22 KV switch board as per specifications given below:

System: The switch board shall be suitable for the following system.

- a. Rated voltage - 22 kV, 3phase (earthed system)
- b. Rated frequency - 50 cycles
- c. Fault level withstand - 750 MVA at 22 KV for 3 sec or as specified in the schedule of quantities.

### 2. Site conditions climatic conditions

- Ambient temperature - 45° C maximum
- 0° C minimum
- Altitude - 1000M above MSL

The switchgear should be suitable to operate without any capacity deration at the climatic condition listed above.

### 3. Standard

Unless otherwise stated below HT switchboard shall conform to relevant Indian standards.

### 4. Construction features

The switchboard shall be made from CRCA sheet steel 2 mm thick and shall be folded and braced as necessary to provide a rigid support for all components. Joints of any kind in sheet metal shall be seam welded, all welding slag grounded off and welding pits wiped smooth with plumber metal. Panels shall be totally enclosed design, completely dust tight and vermin proof **with IP-4X for totally indoor application** protection grade. Gaskets between all adjacent units and beneath all cover shall be used to render the joints effectively dust tight. Panel shall be draw out type. Panel shall be provided with filter fans and exhaust filters as required for ventilation purpose. The unit shall be equipped with heater and thermostat.

### 5. Instrument accommodations

Separate and adequate compartment shall be provided for accommodating instruments, indicating lamps, control contactors and control fuses etc. These shall be accessible for testing and maintenance without any danger of accidental contact with live parts of the circuit breaker, bus-bar and connections.

### 6. Circuit breaker

The panel shall be provided with TP 22 kV indoor type vacuum breaker as specified in the schedule of quantities with symmetrical breaking capacity of 750 MVA at 22 kV as specified in the schedule of quantities,

The breaker shall be flush front, metal clad, draw out type and shall be provided with trip free, manual/spring charged/motorized closing mechanism (as called for in the schedule of quantities) with mechanical ON / OFF indication. The operating handle and the

mechanical trip push button shall be at the front of the breaker and integral with the breaker and provision shall be made for remote operation of breakers.

7. Circuit

Each circuit breaker shall be housed in separate compartment and shall be enclosed on all sides. The following safety interlocks shall be provided.

- 7.1 The breaker can't be plugged in unless it is off.
- 7.2 The breaker can't be drawn out when it is on.
- 7.3 Tank can be removed when the breaker is on.
- 7.4 The breaker can't be plugged in with the tank off.
- 7.5 Automatic shutters prevent the access to bus bar when breaker is removed.

8. Cradle

The cradle shall be so designed and constructed as to permit smooth withdrawal and intersection of the breaker. The movement shall be free of jerks, easy to operate and shall preferably be on steel balls/rollers and not on flat surfaces.

9. Service

Both mains and secondary isolating contacts in service.

9.1 Test

Main isolating contacts separated and secondary contacts in service.

9.2 Isolated

Both main and secondary isolating contacts isolated.

9.3 Maintenance

Circuit breaker fully outside the cubical

10. Barriers

Steel sheet barrier shall be provided between:-

- 10.1 Instrument panel and potential transformer.
- 10.2 Instrument panel and current transformer.
- 10.3 Bus-bar chamber and circuit breaker compartment

11 Bus bars and connections

- 11.1 The bus bar shall be of electrolytic tinned copper and rectangular cross section suitable for rated capacity with heat shrinkable colour coded sleeves.
- 11.2 The bus bar shall be rigidly fixed on insulated supports to withstand short circuit and mechanical stresses. All bus bar connection shall be fully enclosed so as to leave no exposed live parts and shall present a neat appearance. An earth bar of 50mm x 6mm copper size shall be provided with the switchboard.

12. Terminals

All the cable terminations shall be at the rear side of the panel in adequate length for connecting the cable.

13. Protective devices

- 13.1 Circuit breaker shall be provided with the triple pole IDMT relay for combined over current and earth fault protection, suitable for 24-volt operative power along with batteries and charger.
- 13.2 Auxiliary trip relays for winding temperature trip of transformers to be provided.
- 13.3 Master trip relay to be provided.

14. Instrument transformer

- 14.1 The panel shall be provided with suitable but not less than 50 VA burden, accuracy class 1 potential transformers of ratio 22000/110 volts (for 22kV respectively) with HV and MV fuses. Potential transformer shall be draw out type.
- 14.2 Panel shall be provided with accuracy class 1.0 current transformer of required VA burden for metering and protection.
- 14.3 All control circuits shall be provided with proper and adequate protective fuse. All fuses shall be easily accessible from front only.
- 14.4 Instrument testing plug shall be provided for testing the meters.

15. Metering

Panel shall be provided with BMS / Non BMS Compatible multifunction meter in the incomer as called for in the BOQ:

- 15.1 Digital Ammeter within built for selector switch as called for in the outgoings.
- 15.2 Digital Trivector meter with MDI as called for in the B.O.Q.

16. Wiring

All wiring for meters and relays shall be copper conductor wires and shall be colour coded and labeled with approved plastic beads for identification. The size of the conductor should not be less than 2.5 sqmm. Copper wire.

17. Indicating lamps

LED type indicating lamps shall be provided for:-

- 17.1 Phase indication ( R, Y, B )
- 17.2 Indication shall be provided for Breaker "OFF" (Green), breaker "ON" (Red) and breaker "TRIP" (Amber).
- 17.3 Indication shall be provided for trip circuit healthy (Green) & Spring charged (Blue)

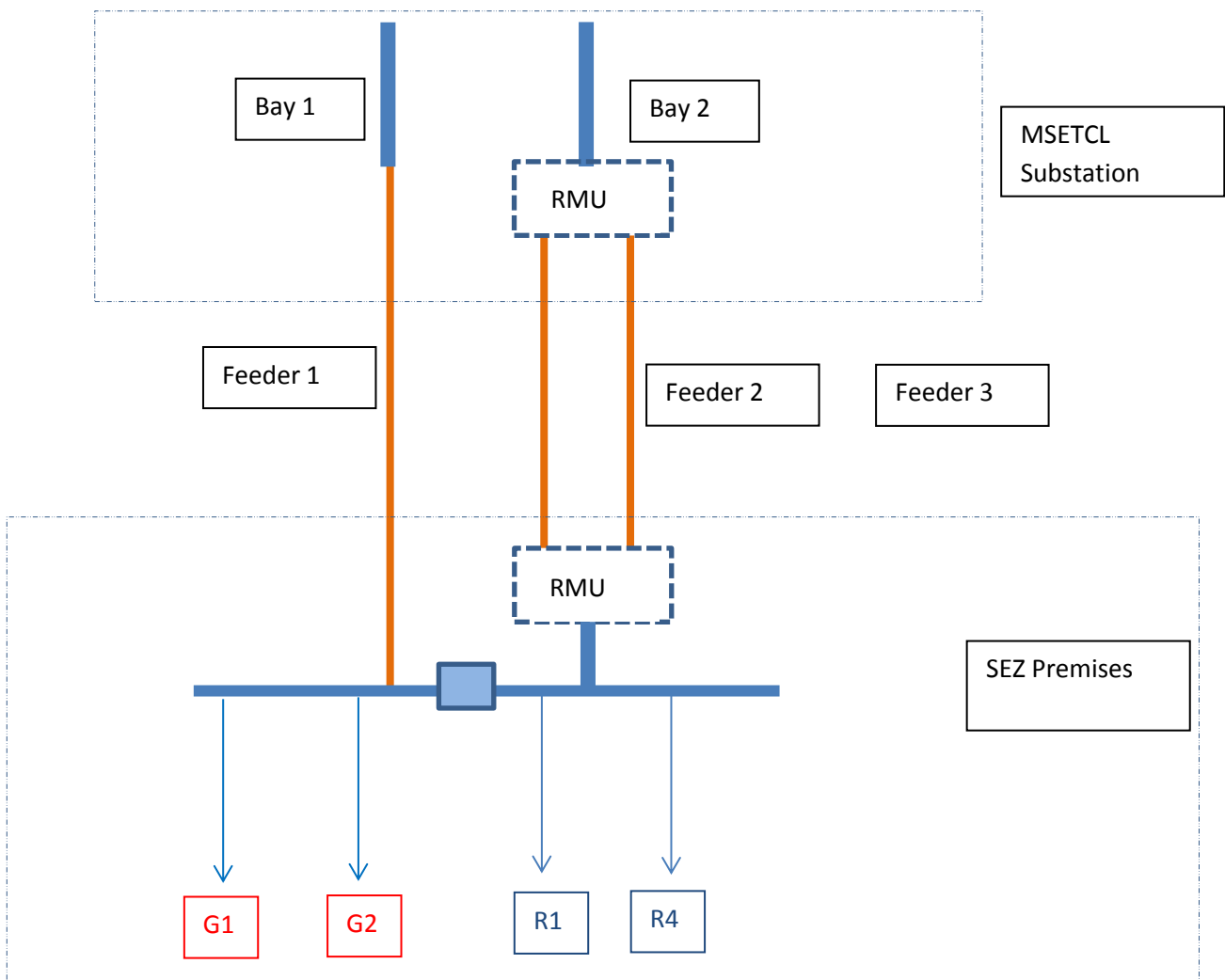
**VOLUME 2:**  
**SECTION 2:**  
**APPROVED MAKE LIST**

Sl. No.	EQUIPMENT/MATERIAL	Approved Make
1	22 kV SF6 Panels	ABB /Siemens/Schneider
2	22 kV Grade XLPE HT Cables	Havells/Polycab/ Apar/KEI/Finolex
3	HT Jointing Kit	Raychem/Birla 3M/M-Seal
4	HT Cable Termination Kit	Raychem/Birla 3M/M-Seal
5	Cable lugs & thimbles	Dowell/comet/Braco
6	Cable glands	HMI/Lotus/Commet/Polycab/Dowell/Braco
7	Relays (Numeric Type)	ABB/Schneider/L&T/ Areva
8	Cast Resin Current Transformers	Kappa/Precise/Gilbert Maxwell/Pragati
9	Potential Transformers	Automatic Electric/Kappa/Pragati



**VOLUME 2:**  
**SECTION 3:**  
**SINGLE LINE DIAGRAM**

**PROPOSED Single Line Diagram For KHARADI SEZ**



## Scope of Work