

STANDARD BIDDING DOCUMENT

FOR

**RURAL/URBAN ELECTRIFICATION WORKS OF EAST
SIANG DISTRICT OF ARUNACHAL PRADESH UNDER
DEENDAYAL UPADHYAYA GRAM JYOTI YOJANA**

VOLUME-II

**(PMS, QUALITY ASSURANCE & EVALUATION
MECHANISM, BID FORMS AND PRICE
SCHEDULES)**

- Section-I: PMS, Quality Assurance & Evaluation Mechanism
(QAM), Documentation & PMA**
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SPECIFICATION No.: DDUGJY/PEC/EAST SIANG/01†

DOCUMENT NO.: 02

VOLUME-II: SECTION – I

**PROJECT MANAGEMENT SYSTEM (PMS),
QUALITY ASSURANCE & EVALUATION
MECHANISM (QAM), DOCUMENTATION &
PMA**

PROJECT MANAGEMENT SYSTEM, QUALITY ASSURANCE AND DOCUMENTATION

This section describes the project management system, quality assurance and documentation requirements for the project.

1. Project Management System

1.1. General

The Contractor shall assign a project manager with the authority to make commitments and decisions that are binding on the Contractor. Employer will designate a project manager to coordinate all employer project related activities. All communications between employer and the Contractor shall be coordinated through the project managers. The project managers shall also be assisting employer in communicating project related information to other stake holders.

Bidder shall submit the manpower deployment plan along with the bids, describing the key roles of each person.

The role and responsibilities of contractor shall be as follows:

- a) To prepare, maintain and update project detailed Work Execution Plan for successful implementation of project like approval of GTP, approval of sub-contractor, approval of drawings, supply of materials, mobilization of men, material and equipment etc. at site for successful completion of works, Compile and up-load physical as well as financial progresses, compile the progress of works at Employer level and to assist in forwarding it to all stake holders.
- b) To actively participate with employer in resolving all issues relating to project implementation including ROW, Forest Clearances, Railway Crossings, and Payments to contractors/vendors and policy matters.
- c) To actively participate in monitoring, reviewing and analysing the physical, financial and quality assurances works' progress of DDUGJY works and also to take suitable measures on compliance of observations being raised during monitoring/review meetings with employer.
- d) To implement and maintain a dedicated centralized bank account for the project, upload and up-date project wise physical progress in DDUGJY web portal. Physical as well as financial progresses shall be uploaded in standard Bill of Material format of the contract. Also, to submit claims as per release DDUGJY guidelines to Employer for release of payments/funds.

- e) To oversee the progress and compliance of the Quality Assurance Mechanism as per DDUGJY guidelines.

1.2. Project Schedule

As per the schedule the bidder shall submit a preliminary implementation plan along with the bid. The detailed project implementation schedule shall be submitted by the contractor after the award for employer's approval, which shall include at least the following activities:

- (a) Surveying of site.
- (b) Documents submission and approval schedule
- (c) Type Testing Schedule
- (d) Despatch Schedule
- (e) Installation & commissioning schedule
- (f) Training schedule, if any.

The project schedule shall include the estimated period for completion of project and its linkage with other activities.

1.3. Progress Report

A progress report shall be prepared by the Contractor each month against the activities listed in the project schedule. The report shall be made available to employer on a monthly basis, e.g., the 10th of each month. The progress report shall include all the completed, ongoing and scheduled activities.

1.4. Transmittals

Every document, letter, progress report, change order, and any other written transmissions exchanged between the Contractor and employer shall be assigned a unique transmittal number. The Contractor shall maintain a correspondence index and assign transmittal numbers consecutively for all Contractor documents. Employer will maintain a similar correspondence numbering scheme identifying documents and correspondence that employer initiates.

2. Quality Assurance and Evaluation Mechanism

The contractor shall be solely responsible & accountable for assuring quality in DDUGJY works. Accordingly, contractor shall formulate a comprehensive Quality Assurance (QA) Plan with an objective to build a quality infrastructure under DDUGJY works. The QA Plan shall be integral part of the contract agreement with contractor. Documentation with regard to Manufacturing Quality Plan (MQP) & Field Quality Plan (FQP) shall be maintained by bidder/Employer and kept in proper order for scrutiny during the course of project execution by Quality Monitors.

The internal quality assurance mechanism followed by EMPLOYER and the turnkey contractor shall be termed as **level-zero** of overall quality assurance plan of DDUGJY works.

Quality checks under Level-Zero of QAM: Level-zero is of utmost importance. Under this level, the turnkey contractor & EMPLOYER shall strictly perform following QA checks during the course of project execution:

- a. 100% pre-dispatch inspections of all material as per MQP/ Drawings/ Technical Specifications & applicable national & international standards
- b. 100% villages/town with all infrastructure are to be verified for quality as per MQP/ Drawings/Technical Specifications and FQP
- c. 100% of all 33/11 kV sub stations (New & Augmented) for quality of material as per MQP/Drawings/Technical Specifications and erection works in the field as per FQP
- d. 100% verification of BPL connections

Vendor approval: EMPLOYER shall allow procurement of materials for DDUGJY works only from the vendors approved by their Quality Assurance Departments. A manufacturer's facility may be visited and the capability assessed suitably before accepting it as approved vendor.

Material Inspection: All major materials under the project shall both be inspected at manufacturer premises before dispatch. Project Manager shall formulate list of materials to be inspected before dispatch with contractors.

FQP for construction works: EMPLOYER shall approve a separate FQP prepared by contractor for construction works. The turnkey contractor shall adhere to this FQP while carrying out physical works.

FQP for testing & commissioning: Contractor shall prepare and Employer shall approve a comprehensive FQP for testing & commissioning of works under the project. The electrical system shall be energized only after performing all tests as described in the FQP. Proper records in this regard, including tests on earth resistance, insulation resistance of 66/33/22/11 KV line & Distribution Transformer etc shall be maintained.

QA documentation: All QA checks conducted in the field as per FQP shall be properly documented & signed by the quality engineer of the turnkey contractor & countersigned by EMPLOYER's representative. These documents shall be maintained in proper order & easily available at site for verification by Quality Monitors.

- 2.1. The contractor shall be solely responsible & accountable for assuring quality in DDUGJY works. Accordingly, contractor shall formulate a comprehensive Quality

Assurance (QA) and Inspection Plan with an objective to build Quality Infrastructure under DDUGJY works. The QA and Inspection Plan shall be an integral Part of the contract agreement with turnkey contractor or equipment supplier/vendor and erection agency as the case may be in case of partial turnkey and departmental execution of works. Documentation with regard to Quality Assurance & Inspection Plan shall be maintained by contractor and kept in proper order for scrutiny during the course of project execution and for future reference. The contractor has to ensure that the quality of material/equipment supplied at site and field execution of works under the project is in accordance with Quality Assurance & Inspection Plan. The implementation of the scheme in the particular district shall be reviewed periodically during meeting of District Vigilance and Monitoring Committee

- 2.2. Nodal Agency (REC/PFC) shall also formulate an appropriate mechanism for third party evaluation, both concurrent and post implementation of the scheme. The nodal agency will appoint agency for carrying out inspection on sample basis.

1. GENERAL

1.1. To ensure that the equipment and services under the scope of this Contract whether manufactured or performed within the Contractor's Works or at his Sub-contractor's premises or at the Employer's site or at any other place of Work are in accordance with the specifications, the Contractor shall adopt suitable quality assurance programme to control such activities at all points necessary. Such programme shall be broadly outlined by the contractor and finalized after discussions before the award of contract. The detailed programme shall be submitted by contractor after the award of contract and finally accepted by the Employer after discussions. A quality assurance programme of the contractor shall generally cover the following:

- a) His organization structure for the management and implementation of the proposed quality assurance programme :
- b) Documentation control system;
- c) Qualification data for bidder's key personnel;
- d) The procedure for purchases of materials, parts components and selection of sub-Contractor's services including vendor analysis, source inspection, incoming raw material inspection, verification of material purchases etc.
- e) System for shop manufacturing and site erection controls including process controls and fabrication and assembly control;
- f) Control of non-conforming items and system for corrective actions;
- g) Inspection and test procedure both for manufacture and field activities.
- h) Control of calibration and testing of measuring instruments and field activities;
- i) System for indication and appraisal of inspection status;
- j) System for quality audits;

- k) System for authorizing release of manufactured product to the Employer.
 - l) System for maintenance of records;
 - m) System for handling storage and delivery; and
 - n) A manufacturing quality plan detailing out the specific quality control measures and procedures adopted for controlling the quality characteristics relevant to each item of equipment furnished and/or services rendered.
 - o) A Field quality Plan covering field activities
- 1.2. The manufacturing & Field quality Plans shall be mutually discussed and approved by the Employer after incorporating necessary corrections by the Contractor as may be required.
- 1.3. The Employer or his duly authorized representative reserves the right to carry out quality audit and quality surveillance of the system and procedure of the Contractor/his vendor's quality management and control activities.
- 1.4. The Contractor would be required to submit all the Quality Assurance documents as stipulated in the Quality Plan at the time of Employer's Inspection of equipment/material.

2. TYPE & ACCEPTANCE TESTS

The following type, acceptance and routine tests and tests during manufacture shall be carried-out on the material. For the purpose of this clause:

- 2.1. Contractor shall supply the materials of type & design which has already been Type Tested. Contractor shall provide copy of such tests at site in support of type-tested materials supplied under the contract. No extra payment or time shall be granted for type testing of materials. In exceptional case to case basis, employer will decide to permit type testing of material at contractor's cost.
- 2.2. Acceptance Tests shall mean those tests which are to be carried out on samples taken from each lot offered for pre-dispatch inspection, for the purposes of acceptance of that lot.
- 2.3. Routine Tests shall mean those tests, which are to be carried out on the material/equipment to check requirements which are likely to vary during production.
- 2.4. Tests during Manufacture shall mean those tests, which are to be carried out during the process of manufacture and end inspection by the Contractor to ensure the desired quality of the end product to be supplied by him.

- 2.5. The norms and procedure of sampling for these tests will be as per the Quality Assurance Programme to be mutually agreed to by the Contractor and the Owner.
 - 2.6. The standards and norms to which these tests will be carried out are listed against them. Where a particular test is a specific requirement of this Specification, the norms and procedure of the tests shall be as per IS/IEC Standard this specification or as mutually agreed to between the Contractor and the Owner in the Quality Assurance Programme.
 - 2.7. For all type test and acceptance tests, the acceptance values shall be the values specified in this Specification, Approved Quality Plan or guaranteed by the Bidder, as applicable.
3. TYPE TESTING, INSPECTION, TESTING & INSPECTION CERTIFICATE
- 3.1. All equipment being supplied shall conform to type tests including additional type tests, if any as per technical specification and shall be subject to routine tests in accordance with requirements stipulated under respective sections. Employer reserves the right to witness any or all the type tests. The Contractor shall intimate the Employer the detailed program about the tests at least three (3) weeks in advance in case of domestic supplies & six (6) weeks in advance in case of foreign supplies.
 - 3.2. The reports for all type tests and additional type tests as per technical specification shall be furnished by the Contractor alongwith equipment/material drawings. The type tests conducted earlier should have either been conducted in accredited laboratory (accredited based on ISO/IEC Guide 25/17025 or EN 45001 by the national accreditation body of the country where laboratory is located) or witnessed by the representative(s) of Employer or Utility. The test-reports submitted shall be of the tests conducted within last 10 (ten) years prior to the date of bid opening. In case the test reports are of the test conducted earlier than 10 (ten) years prior to the date of bid opening, the contractor shall repeat these test(s) at no extra cost to the Employer
 - 3.3. In the event of any discrepancy in the test reports i.e. any test report not acceptable due to any design/manufacturing changes (including substitution of components) or due to non-compliance with the requirement stipulated in the Technical Specification or any/all additional type tests not carried out, same shall be carried out without any additional cost implication to the Employer.
 - 3.4. The Employer, his duly authorized representative and/or outside inspection agency acting on behalf of the Employer shall have at all reasonable times free access to the Contractor's/sub-vendors premises or Works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the Works during its manufacture or erection if part of the Works is being manufactured or assembled at other premises or works, the Contractor shall obtain for the Engineer and

for his duly authorized representative permission to inspect as if the works were manufactured or assembled on the Contractor's own premises or works. Inspection may be made at any stage of manufacture, dispatch or at site at the option of the Employer and the equipment if found unsatisfactory due to bad workmanship or quality, material is liable to be rejected.

- 3.5. The Contractor shall give the Employer/Inspector ten (10) days written notice of any material being ready for joint testing including contractor and Employer. Such tests shall be to the Contractor's account except for the expenses of the Inspector. The Employer/Inspector, unless witnessing of the tests is virtually waived, will attend such tests within thirty (30) days of the date of which the equipment is notified as being ready for test /inspection, failing which the Contractor may proceed alone with the test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.
- 3.6. The Employer or Inspector shall, within fifteen (15) days from the date of inspection as defined herein give notice in writing to the Contractor, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the Contract. The Contractor shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Employer/Inspector giving reasons therein, that no modifications are necessary to comply with the Contract. If any modification is made on the equipment on the basis of test results not in conformity with the contract, the modified equipment shall be subject to same sequence of test again without any additional cost to Employer.
- 3.7. When the factory tests have been completed at the Contractor's or Sub-Contractor's works, the Employer/Inspector shall issue a certificate to this effect within fifteen (15) days after completion of tests but if the tests are not witnessed by the Employer/Inspector, the certificate shall be issued within fifteen (15) days of receipt of the Contractor's Test certificate by the Engineer/Inspector. Failure of the Employer/Inspector to issue such a certificate shall not prevent the Contractor from proceeding with the Works. The completion of these tests or the issue of the certificate shall not bind the Employer to accept the equipment should, it, on further tests after erection, be found not to comply with the Contract. The equipment shall be dispatched to site only after approval of test reports and issuance of dispatch instruction by the Employer.
- 3.8. In all cases where the Contract provides for tests whether at the premises or at the works of the Contractor or of any Sub-Contractor, the Contractor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the Employer/Inspector or his authorized representative to carry out

effectively such tests of the equipment in accordance with the Contract and shall give facilities to the Employer/Inspector or to his authorized representative to accomplish testing.

- 3.9. The inspection by Employer and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Contractor in respect of the agreed quality assurance programme forming a part of the Contract.
- 3.10. The Employer will have the right of having at his own expenses any other test(s) of reasonable nature carried out at Contractor's premises or at site or in any other place in addition of aforesaid type and routine tests, to satisfy that the material comply with the specification.
- 3.11. The Employer reserves the right for getting any field tests not specified in respective sections of the technical specification conducted on the completely assembled equipment at site. The testing equipment for these tests shall be provided by the Employer.
- 3.12. The Employer intends that type tests and additional type tests are conducted on Power/Distribution Transformers, Pin & Disc Insulators, 33 kV/11 kV LT AB cables, Conductors, 66 kV / 33 kV & 11 kV Vacuum circuit breaker, Battery Charger and energy meter. The price of conducting type tests and additional type tests shall be included in Bid price.
- 3.13. In case the contractor opts to procure these items from more than one manufacturer, the type test shall be conducted in respect of all the manufactures. No type test / repeat type test charges shall be paid by owner.
- 3.14. Purchaser reserves the right to witness any or all the type tests.

4. PRE-COMMISSIONING TESTS

On completion of erection of the equipment and before charging, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Employer and the contractor for correctness and completeness of installation and acceptability for charging, leading to initial pre-commissioning tests at Site. The list of pre-commissioning tests to be performed is given in respective chapters or as included in the Contractor's quality assurance programme.

5. COMMISSIONING TESTS

All required instrumentation and control equipment will be used during such tests and the contractor will use all such measuring equipment and devices duly calibrated as far as practicable. However, the Contractor, for the requirement of these tests, shall take immeasurable parameters into account in a reasonable manner. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. The

contractor will apply proper corrections in calculation, to take into account conditions, which do not correspond to the specified conditions.

6. Any special equipment, tools and tackles required for the successful completion of the Commissioning tests shall be provided by the contractor, free of cost.
7. The specific tests to be conducted on equipment have been brought out in the respective chapters of the technical specification. However where the pre-commissioning tests have not been specified specifically they shall be as per relevant IS code of practice or as mutually agreed.
8. The Contractor shall be responsible for obtaining statutory clearances from the concerned authorities for commissioning and operation of the equipment including the Electrical Inspector. Necessary fee to perform these works shall be paid by Employer.

3. Documentation

3.1. GENERAL

- 3.1.1. To ensure that the proposed systems conform to the specific provisions and general intent of the Specification, the Contractor shall submit documentation describing the systems to employer for review and approval. The contractor shall obtain approval of employer for the relevant document at each stage before proceeding for manufacturing, system development, factory testing, site testing, training etc. The schedule for submission/approval of each document shall be finalised during the discussions before placement of the contract, this schedule shall be in line to overall project schedule.
- 3.1.2. Each document shall be identified by a Contractor document number, the employer document number, and the employer purchase order number. Where a document is revised for any reason, each revision shall be indicated by a number, date, and description in a revision block along with an indication of official approval by the Contractor's project manager. Each revision of a document shall highlight all changes made since the previous revision.
- 3.1.3. All technical description, specifications, literature, correspondence, prints, drawings, instruction manuals, test reports(both factory and at site), progress photographs, booklets, schedules and all supplementary data or documents furnished in compliance with the requirements of the Contract, shall become the property of the Employer and the costs shall be considered as included in the Contract price.
- 3.1.4. The Contractor shall be responsible for any time delay, misinterpretation, error and conflict during design, manufacturing, testing and erection of the Works resulting from non-compliance with the requirements of this Specification.

- 3.1.5. The Employer shall have the right to make copies of any documents, data, reports, information etc. supplied by the Contractor in connection with the Works. The Employer shall not impart the information of these documents to any other manufacturer or competitor but he shall be free to use these for preparation of technical papers, reports etc.
- 3.1.6. All documentation shall be in English language.

3.2. REQUIREMENTS FOR SUBMISSION OF DOCUMENTS, INFORMATION AND DATA BY THE CONTRACTOR

- 3.2.1. The Contractor shall submit to the Employer all documents in accordance with an approved schedule of submissions and shall submit any further information (in the form of drawings, documents, manuals, literature, reports etc.) when asked by the Employer while commenting/approving any drawings/documents etc.
- 3.2.2. The documents which are subject to the approval of the Employer shall be identified by the Contractor with the stamp "FOR APPROVAL". All other documents shall be submitted to the Employer for information and shall be identified by the Contractor with the stamp "FOR INFORMATION".
- 3.2.3. The sequence of submission of the documents shall be subject to the approval of the Employer. The sequence of submissions of all documents shall be such that the necessary information is available to enable the Employer to approve or comment the document.
- 3.2.4. The Contractor shall supply 4 hard copies of all drawings and documents.
- 3.2.5. In case a "SUBSEQUENT" revision of any document is made due to any reason whatsoever, a revision of the same, highlighting the changes shall be resubmitted for the Employer's specific approval/ information.

3.3. DOCUMENTS FOR APPROVAL

- 3.3.1. The Employer shall be allowed fifteen (15) calendar days to approve the Contractor's submissions. The submissions for approval, shall be returned to the Contractor marked in one of the following ways :

Category I:	Approved
Category II:	Approved with Comments.
Category III:	Returned for correction.
Category IV :	For information

- 3.3.2. The first notations "I" or "II" shall be deemed to permit the Contractor to proceed with the work shown on the document, except in the case of notation "II" the work shall be done subject to the corrections indicated thereon and/or described in the letter of transmittal. The Contractor shall bear the full responsibility for proceeding with the Works prior to receipt of the release in notation "I" from the Employer.
- 3.3.3. In case of notation "II", the Contractor shall include the alterations required & resubmit the document within fifteen (15) days from date of Employer's letter of transmittal.
- 3.3.4. In case of notation "III", the Contractor shall include the alterations required and resubmit the document to the Employer, within fifteen (15) days, from date of letter of transmittal, so that such document can be returned with the notation "I" or "II".
- 3.3.5. It may also be noted that the approval/commenting by the Employer does not relieve the Contractor of any of his contractual obligations and his responsibilities for correctness of dimensions, materials, weights quantities or any other information contained therein, as well as the conformity of designs with Indian Statutory Laws and the Technical Specifications as may be applicable. The approval also does not limit the Employer's rights under the Contract.
- 3.3.6. The approved documents shall be considered as the working documents. However the Technical Specification and connected documents shall prevail over these documents in case a decision is required on interpretation.

3.4. DOCUMENTS FOR INFORMATION

The Contractor shall not delay the Works pending the receipt by the Contractor of the comments on documents submitted to the Employer for information. However, the Employer shall have the right to comment on all the documents submitted by the Contractor, when, in the opinion of the Employer the document does not comply with the Contract or otherwise. The Contractor shall satisfactorily demonstrate that the information contained in the aforesaid document does meet the requirements of the Contract or revise the document in order that the information shall comply with the requirements of the Contract.

3.5. BASIC REFERENCE DRAWINGS

- 3.5.1. The reference drawings are enclosed with the bid document, which forms a part of the specification. The contractor shall develop a new layout in line with the specification and take the approval of the EMPLOYER. The contractor shall maintain the overall dimensions of the substation, buildings, bay length, bay width, phase to earth clearance, phase to phase clearance and sectional clearances, clearances between buses, bus heights but may alter the locations of equipment to obtain the statutory electrical clearances as required for the substation.

- 3.5.2. All drawings submitted by the Contractor including those submitted at the time of bid shall be in sufficient detail to indicate the type, size, arrangement, material description, Bill of Materials, weight of each component, break-up for packing and shipment, dimensions, internal & the external connections, fixing arrangement required and any other information specifically requested in the specifications.
- 3.5.3. Each drawing submitted by the Contractor shall be clearly marked with the name of the Employer, the unit designation, the specifications title, the specification number and the name of the Project. If standard catalogue pages are submitted, the applicable items shall be indicated therein. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be in metric units.
- 3.5.4. Further work by the Contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Employer, if so required.
- 3.5.5. The review of these data by the Employer will cover only general conformance of the data to the specifications and documents interfaces with the equipment provided under the specifications. This review by the Employer may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the Employer shall not be considered by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.
- 3.5.6. All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at the Contractor's risk. The Contractor may make any changes in the design which are necessary to make the equipment conform to the provisions and intent of the Contract and such changes will again be subject to approval by the Employer. Approval of Contractor's drawing or work by the Employer shall not relieve the contractor of any of his responsibilities and liabilities under the Contract.
- 3.5.7. All engineering data submitted by the Contractor after final process including review and approval by the Employer shall form part of the Contract Document and the entire works performed under these specifications shall be performed in strict conformity, unless otherwise expressly requested by the Employer in Writing.

3.6. PRE-DISPATCH INSPECTION:

Pre-dispatch inspection shall be performed on various materials at manufacturer's work place for which contractor shall be required to raise requisition giving at least 10-day time.

Depending on requirement, inspection shall be witnessed by representatives of Employer, TPIA and/or REC/PFC/MoP.

The contractor shall ensure receipt of material at site within 21 days from date of receipt of dispatch instructions.

The turnkey contractor shall ensure that pre-dispatch inspection for materials are intimated only when the material is completely ready for inspection. On due date of inspection, if it is found that materials are not ready in required quantities, all expenditures incurred on deployment of various inspecting officials along with a fine of Rs 50,000/- shall be recovered from the bills of the agency. 2nd such situation at same manufacturer/supplier shall result in rejection of name of manufacturer from list of approved vendors/sub-vendors. In case sub-standard materials (old component, re-cycled materials, re-used core material, re-used transformer coil material etc) offered for inspection and are noticed during the inspection, materials shall be rejected and approval of sub-vendor shall also be cancelled for all DDUGJY/IPDS projects.

4. Project Management Agency (PMA)

Employer shall appoint a Project Management Agency (PMA) to assist them in Project Planning and Implementation of the project as under:

4.1. Project Planning and Implementation:

- 4.1.1. Assisting Employer in preparation of detailed work implementation schedule in association with turnkey contractor.
- 4.1.2. Coordination & monitoring of project implementation activities.
- 4.1.3. To monitor DPR wise monthly physical & financial progress of the scheme, prepare a consolidated report & submit to utility for onward submission to Nodal Agency.
- 4.1.4. Identification of anticipated bottlenecks in project implementation & preparation of remedial action plan in consultation with Employer & Contractor.
- 4.1.5. To assist Employer in addition of the created assets to their asset register.
- 4.1.6. Recommend the claim of utility for fund release from Nodal Agency. The recommendation is to be supported by a report on expenditure, progress and constraints if any for timely completion of project.
- 4.1.7. Submit a report to Nodal Agency, regarding Project Completion and expenditure incurred along with recommendation in accordance with the guidelines.
- 4.1.8. To assist utility in supervision of flow of funds in dedicated bank account of projects.

4.2. Quality Monitoring:

- 4.2.1. To prepare a Quality Assurance (QA) Plan
- 4.2.2. To carry out field quality inspection of ongoing/ completed works
- 4.2.3. Joint inspection of material at site on sample basis i.e. 10% of major materials (Poles, Conductor, Meters, Transformers, Cable etc).

VOLUME-II: Section-II

Bid Forms (Bid Envelope)

BID Forms (Bid Envelope)

Bid Proposal Ref. No.:.....

Date:

To:

**SUPERINTENDING ENGINEER (E),
PASIGHAT ELECTRICAL CIRCLE,
DEPARTMENT OF POWER,
PASIGHAT.**

Name of Contract: **Electrification works of EAST SIANG district in ARUNACHAL PRADESH under Deen dayal Upadhyaya Gram Jyoti Yojana (DDUGJY) (Specification No.:DDUGJY/PEC/EAST SIANG/01).**

Dear Sir/ or Madam,

1.0 Having examined the Bidding Documents, including Amendment Nos. (*Insert Numbers*) dated the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, install and commission (including carrying out Trial operation, Performance & Guarantee Test as per the provision of Technical Specification) the Facilities under the above-named Project in full conformity with the said Bidding Documents. In accordance with ITB Clause 9.1 of the Bidding Documents, as per which the bid shall be submitted by the bidder under “Single Stage - Bid Envelope” procedure of bidding. Accordingly, we hereby submit our Bid, in Bid envelope i.e. Techno – Commercial Part. Price Part i.e. Price is uploaded. We have submitted and uploaded on-line price bid through e-mode to be opened subsequently.

2.0 Attachments to the Bid Form (Bid Envelope)

In line with the requirement of the Bidding Documents, we enclose herewith the following Attachments:

DDUGJY/PEC/EAST SIANG/01

(a) Attachment 1: Bid Security, in a separate envelope, in the form of Bank Draft/Pay Order/Banks certified Cheque/Bank Guarantee* for a sum of Rupees Fourteen lakhs seventy two thousand only (*name of currency and amount in words and figures*) initially valid for a period of seven (07) months from the date set for opening of bids.

* delete whichever is not applicable.

(b) Attachment 2: A power of attorney duly authorized by a Notary Public indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause 14.

(c) Attachment 3: The documentary evidence that we are eligible to bid in accordance with ITB Clause 2. Further, in terms of ITB Clause 9.3 (c) & (e), the qualification data has been furnished as per your format enclosed with the bidding documents [Attachment-3(QR)]. * Further, the required Joint Venture Agreement signed by us and our Partners has also been furnished as per your format [Attachment-3(JV)].

* Delete if not applicable

(d) Attachment 4: The documentary evidence establishing in accordance with ITB Clause 3, Vol.-I of the Bidding Documents that the facilities offered by us are eligible facilities and conform to the Bidding Documents has been furnished as Attachment 4. A list of Special Tools & Tackles to be used by us for erection, testing & Commissioning and to be handed over to Employer, the cost of which is included in our Bid Price, is also enclosed as per your format as Attachment 4A. A list of Special Tools & Tackles to be brought by the contractor for erection, testing & Commissioning and to be taken back after completion of work, whose cost in not

included in our bid price, is enclosed as per your format as Attachment 4B.

- (e) Attachment 5: The details of all major items of services or supply which we propose subletting in case of award, giving details of the name and nationality of the proposed subcontractor/sub-vendor for each item.
- (f) Attachment 6: The variation and deviations from the requirements of the Conditions of Contract, Technical Specification and Drawings (excluding critical provisions as mentioned at clause 6.0 below) in your format enclosed with the Bidding Documents, including, inter alia, the cost of withdrawal of the variations and deviations indicated therein.
- ~~(g) Attachment 7: The details of Alternative Bids made by us indicating the complete Technical Specifications and the deviation to contractual and commercial conditions. [Not Applicable]~~
- (h) Attachment 8: Manufacturer's Authorisation Forms - registered/notarized
- (i) Attachment 9: Work Completion Schedule.
- (j) Attachment 10: Guarantee Declaration.
- (k) Attachment 11: Information regarding ex-employees of Employer in our firm.
- (l) Attachment 12: Filled up information regarding Price Adjustment Data as per the format enclosed in the bidding documents
- ~~(m) Attachment 13: Declaration regarding Social Accountability~~
- (n) Attachment 14: Integrity Pact, in a separate envelope, duly signed on each page by the person signing the bid.

- (o) Attachment 15: Option for Interest bearing Initial Advance payment and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises
- (p) Attachment 16: Additional Information
- (q) Attachment 17: Declaration for tax exemptions, reductions, allowances or benefits
- (r) Attachment 18: Declaration
- (s) Attachment 19: Bank Guarantee verification checklist

3.0 We are aware that, in line with Clause No. 27.1 (ITB), our online price bid is liable to be rejected in case the same contains any deviation/omission from the contractual and commercial conditions and technical Specifications other than those identified in this Bid Envelope.

3.1 We are aware that the Price Schedules do not generally give a full description of the Work to be performed under each item and we shall be deemed to have read the technical specifications, scope of works and other sections of the Bidding Documents and Drawings to ascertain the full scope of Work included in each item while filling-in the rates and prices in price schedule quoted and uploaded in e-procurement web-portal.

3.2 We declare that as specified in Clause 11.5, Section –II:ITB, Vol.-I of the Bidding Documents, prices quoted by us in the Price Schedules shall be fixed and firm during the execution of Contract except for the permitted items for which Price Adjustment is applicable, as mentioned in Appendix-2 (Price Adjustment) to the Contract Agreement of Volume-I : Section-VI (Sample Forms and Procedures).

4.0 We confirm that except as otherwise specifically provided our Bid Prices quoted and uploaded in e-procurement web portal include all taxes, duties, levies and charges as may be assessed on us, our Sub-Contractor/Sub-Vendor or their employees by all municipal,

state or national government authorities in connection with the Facilities, in and outside of India.

- 4.1 100% of applicable Taxes and Duties(*for direct transaction between Employer and us*), which are payable by the Employer under the Contract, shall be reimbursed by the Employer after dispatch of equipment on production of satisfactory documentary evidence by the Contractor in accordance with the provisions of the Bidding Documents.
- 4.2 We further understand that notwithstanding 4.0 above, in case of award on us, you shall also bear and pay/reimburse to us, Excise Duty, Sales Tax/VAT (but not the surcharge in lieu of Sales Tax/VAT), local tax and other levies in respect of direct transaction between you and us, imposed on the Plant & Equipment including Mandatory Spare Parts specified in Schedule No. 1 of our Price Schedule quoted and uploaded on e-procurement web portal, to be incorporated into the Facilities; by the Indian Laws.
- 4.3 We also understand that, in case of award on us, you shall reimburse to us octroi/entry tax as applicable for destination site/state on all items of supply including bought-out finished items, which shall be dispatched directly from the sub-vendor's works to the Employer's site (sale-in-transit). Further, Service Tax, if applicable, for the services to be rendered by us, the same is included in our bid price quoted and uploaded on e-procurement web portal.
- 4.4 We confirm that we shall also get registered with the concerned Sales Tax Authorities, in all the states where the project is located.
- 4.5 We confirm that no Sales Tax/VAT in any form shall be payable by you for the bought out items which shall be dispatched directly by us under the First Contract (as referred in para 5.1 below) to the project site. However, you will issue requisite Sales Tax declaration/Vatable forms in respect of such bought out items, on production of documentary evidence of registration with the concerned Sales Tax Authorities.

5.0 **Construction of the Contract**

- 5.1 We declare that we have studied Clause GCC 2.1 relating to mode of contracting for Domestic Bidders and we are making this proposal with a stipulation that you shall award

us two separate Contracts viz 'First Contract' for supply of all equipment and materials including mandatory spares and 'Second Contract' for providing all the services i.e. inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, testing and commissioning including Trial operation in respect of all the equipment supplied under the 'First Contract' and other services specified in the Contract Documents. We declare that the award of two contracts, will not, in any way, dilute our responsibility for successful operation of plant/equipment and fulfillment of all obligations as per Bidding Documents and that both the Contracts will have a cross-fall breach clause i.e. a breach in one Contract will automatically be classified as a breach of the other contract which will confer on you the right to terminate the other contract at our risk and cost.

6.0 We have read the provisions of following clauses and confirm that the specified stipulations of these clauses are acceptable to us:

- | | | |
|-----|---|---------------------------|
| (a) | ITB 13 | Bid Security |
| (b) | GCC 2.14 | Governing Law |
| (c) | GCC 8 | Terms of Payment |
| (d) | GCC 9.3 | Performance Security |
| (e) | GCC 10 | Taxes and Duties |
| (f) | GCC 21.2 | Completion Time Guarantee |
| (g) | GCC 22 | Defect Liability |
| (h) | GCC 23 | Functional Guarantee |
| (i) | GCC 25 | Patent Indemnity |
| (j) | GCC 26 | Limitation of Liability |
| (k) | GCC 38 | Settlement of Disputes |
| (l) | GCC 39 | Arbitration |
| (m) | Appendix 2 to Form of
Contract Agreement | Price Adjustment |

Further we understand that deviation taken in any of the above clauses by us may make our bid non-responsive as per provision of bidding documents and be rejected by you.

- 7.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us, and to achieve the delivery of goods and related services within the time stated in the Bidding Documents.
- 8.0 If our bid is accepted, we undertake to provide a Performance Security(ies) in the form and amounts, and within the times specified in the Bidding Documents.
- 9.0 We agree to abide by this bid for a period of six (06) months from the date fixed for opening of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 10.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 11.0 We understand that you are not bound to accept the lowest or any bid you may receive.
- *12.0 (*For Joint Venture only*) We, the partners of Joint Venture submitting this bid, do agree and confirm that in case of Award of Contract on the Joint Venture, we shall be jointly and severally liable and responsible for the execution of the Contract in accordance with Contract terms and conditions.
- 13.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.

Dated this ____ day of _____ 20__

Thanking you, we remain,

Yours Sincerely,

For and on behalf of the [Name of the Bidder#]

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Date:

Place:

Business Address:

Country of Incorporation:

(State or Province to be indicated)

Name of the Principal Officer:

Address of the Principal Officer:

*Applicable in case of a bid from Joint Venture of firms.

#In case the bid is submitted by a Joint Venture, the name of the Joint Venture should be indicated

Note: Bidders may note that no prescribed proforma has been enclosed for:

(a) Attachment 2: Power of Attorney.

(For Attachments 2 Bidders may use their own proforma for furnishing the required information with the bid).

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Attachment-3(JV)

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY)

(Joint Venture Agreement and Power of Attorney for Joint Venture*)

Bidder's Name and Address:

To:**SUPERINTENDING ENGINEER (E),
PASIGHAT ELECTRICAL CIRCLE,
DEPARTMENT OF POWER,
PASIGHAT.**

Dear Sir,

The Joint Venture Agreement (as per the proforma attached at no. 15 in Section-VI, Sample Forms and Procedures, Conditions of Contract, Vol.-I of the Bidding Documents) and Power of Attorney for Joint Venture (as per the proforma attached at no. 14 in Section-VI, Sample Forms and Procedures, Conditions of Contract, Vol.-I of the Bidding Documents) are enclosed herewith.

* Applicable for Joint Venture.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-3 (QR)

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Qualifying Requirement Data)

Bidders Name & Address:

**To: SUPERINTENDING ENGINEER (E),
PASIGHAT ELECTRICAL CIRCLE,
DEPARTMENT OF POWER,
PASIGHAT.**

Dear Ladies and/or Gentlemen,

In support of the Qualification Requirements (QR) for bidders, stipulated in Annexure-A (BDS) of the Section - III (BDS), Volume-I & additional information required as per **ITB clause 9.3(c)** of the Bidding Documents, we furnish herewith our QR data/details/documents etc., alongwith other information, as follows (The QR stipulations have been reproduced in italics for ready reference, however, in case of any discrepancy the QR as given in BDS shall prevail).

* We have submitted bid as individual firm.

* We have submitted bid as joint venture of following firms:

- (i)
- (ii)
- (iii)

(* *Strike-off whichever is not applicable*)

[For details regarding Qualification Requirements of a Joint Venture, please refer para 4.0 below.]

We are furnishing the following details/document in support of Qualifying requirement for the subject project.

A. Attached copies of original documents defining:

- a) The constitution or legal status;
- b) The principal place of business;
- c) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms).

B. Attached original & copies of the following documents.

- a) Written power of attorney of the signatory of the Bid to commit the bidder.
- b)** Joint Venture Agreement

*[** To be submitted only in case of Joint Ventures. Strike off in case of individual firms.]*

1.0 Pre-qualification criteria – Part A:

1.01 Technical:

- (I) Part I: Supply, Erection, Testing & Commissioning of New/Augmentation of existing 66/11 KV or 33/11KV substation¹ and new/Augmentation of its incoming 33 or 66 KV Lines**

The detailed criteria is mentioned at 1.01 (I) of Annexure-A to BDS at Volume-I : Section-III.

Format A: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for technical experience in compliance to para 1.01 (I) {(i) or (ii) or (iii)} of Annexure-

¹ Depending on the state practice to use 66 KV or 33 KV as sub-transmission voltage gradient

A to BDS (Volume-I : Section-III) [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.01 (I) (iv) of Annexure-A to BDS (Volume-I : Section-III)] is also is to furnished, as applicable, using this format. The bidder (Single Firm / Partner(s) in case of Joint Venture) who is willing to qualify in compliance to para 1.01 (I) {(ii) or (iii)} of para 1.01 (I) (iv) of Annexure-A to BDS (Volume-I : Section-III) shall fill below format for two or all three contracts.

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
A2.	Name of Contract (executed during the last 7 years as on the originally scheduled date of bid opening):	
A3.	Contract Reference No. & Date of Award	
A4	Name and Address of the Employer/Utility by whom the Contract was awarded <div style="text-align: right;"> e-mail ID _____ Telephone No. _____ Fax No. _____ </div>	
A5(i)	Name of electrical works of sub-station of 33/11 KV or 66/11 KV class and its associated 33 KV/66KV lines successfully erected, tested and commissioned	_____
(ii)	Transformer capacity successfully erected, tested and commissioned for s/s of 33/11 KV or 66/11 KV (in	_____
(iii)	KVA)	_____
(iv)	% of Transformer capacity executed w.r.t. transformer capacity proposed in bid (in %)	_____
(v)	Length of 33 KV/66KV line successfully erected, tested and commissioned (in cKms)	_____
	% of 33 KV/66KV line executed w.r.t. 33 KV/66KV line proposed in bid (in %)	_____
A6(i)	Date of successful execution of the Contract/Date of commissioning	_____

(ii)	No. of years the above referred electrical works is in successful operation as on the date of bid opening	_____ years
A7.	Capacity in which the Contract was undertaken (Check One)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partner of JV <input type="checkbox"/> Subcontractor <i>(Tick whichever is applicable)</i>
A8.	Details/documentary evidence submitted in support of stated experience/Contract	

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

(II) Part II: Supply, Erection, Testing and Commissioning of New/Augmentation of existing 22 KV or 11 KV & LT Lines, New/Augmentation of existing 11/0.4 KV Distribution Transformer substation and Single Phase Electricity Connections including Service Line & Internal House wiring for BPL Households and HT/LT metering

The detailed criteria is mentioned at 1.01 (II) of Annexure-A to BDS at Volume-I : Section-III.

Format B: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for technical experience in compliance to para 1.01 (II) {(i) or (ii) or (iii)} of Annexure-A to BDS (Volume-I : Section-III) [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.01 (II) (iv) of Annexure-A to BDS (Volume-I : Section-III)] is also to be furnished, as applicable, using this format. The bidder (Single Firm / Partner(s) in case of Joint Venture) who is willing to qualify in compliance to para 1.01 (II) {(ii) or (iii)} of Annexure-A to BDS (Volume-I : Section-III) shall fill below format for two or all three contracts.

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
-----	--	--

A2.	Name of Contract (executed during the last 7 years as on the originally scheduled date of bid opening):	
A3.	Contract Reference No. & Date of Award	
A4	Name and Address of the Employer/Utility by whom the Contract was awarded <div style="text-align: right;"> e-mail ID _____ Telephone No. _____ Fax No. _____ </div>	
A5(i)	Name of electrical works of LT line or 11 KV or 22 KV class successfully erected, tested and commissioned	_____
(ii)	Distribution transformer capacity successfully erected, tested and commissioned for s/s of 33/11 KV or 66/11 KV (in KVA)	_____
(iii)	% of Distribution transformer capacity executed w.r.t. Distribution transformer capacity proposed in bid (in %)	_____
(iv)	Length of LT line/11 KV/22 KV line successfully erected, tested and commissioned (in cKms)	_____
(v)	% of LT line/11 KV/22 KV line executed w.r.t. LT line/11 KV/22 KV line proposed in bid (in %)	_____
A6(i)	Date of successful execution of the Contract/Date of commissioning	_____
(ii)	No. of years the above referred electrical works is in successful operation as on the date of bid opening	_____ years
A7.	Capacity in which the Contract was undertaken (Check One)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partner of JV <input type="checkbox"/> Subcontractor <i>(Tick whichever is applicable)</i>

A8.	Details/documentary evidence submitted in support of stated experience/Contract	
-----	---	--

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

(III) Part III: Combined Part of Part-I & II above

The detailed criteria is mentioned at 1.01 (III) of Annexure-A to BDS at Volume-I : Section-III.

Format C: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for technical experience in compliance to para 1.01 (III) {(i) or (ii) or (iii)} of Annexure-A to BDS (Volume-I : Section-III) [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.01 (III) (iv) of Annexure-A to BDS (Volume-I : Section-III)] is also is to furnished, as applicable, using this format. The bidder (Single Firm / Partner(s) in case of Joint Venture) who is willing to qualify in compliance to para 1.01 (III) {(ii) or (iii)} above shall fill below format for two or all three contracts.

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
A2.	Name of Contract (executed during the last 7 years as on the originally scheduled date of bid opening):	
A3.	Contract Reference No. & Date of Award	
A4	Name and Address of the Employer/Utility by whom the Contract was awarded	
	e-mail ID	_____
	Telephone No.	_____

	Fax No.	_____
A5(i)	Name of electrical works of 33/11 KV or 66/11 KV class substation and its associated 33 KV/66 KV lines successfully erected, tested and commissioned	_____
(ii)	Transformer capacity successfully erected, tested and commissioned for 33/11 KV or 66/11 KV s/s(in KVA)	_____
(iii)	% of Transformer capacity executed w.r.t. transformer capacity proposed in bid (in %)	_____
(iv)	Length of 33 KV/66KV line successfully erected, tested and commissioned (in cKms)	_____
(v)	% of 33 KV/66KV line executed w.r.t. 33 KV/66KV line proposed in bid (in %)	_____
A6(i)	Name of electrical works of LT line or 11 KV or 22 KV class successfully erected, tested and commissioned	_____
(ii)	Distribution transformer capacity successfully erected, tested and commissioned (in KVA)	_____
(iii)	% of Distribution transformer capacity executed w.r.t. Distribution transformer capacity proposed in bid (in %)	_____
(iv)	Length of LT line/11 KV/22 KV line successfully erected, tested and commissioned (in Kms)	_____
(v)	% of LT line/11 KV/22 KV line executed w.r.t. 11 KV/22 KV line proposed in bid (in %)	_____
A7(i)	Date of successful execution of the Contract/Date of commissioning	_____
(ii)	No. of years the above referred electrical works is in successful operation as on the date of bid opening	_____ years
A8.	Capacity in which the Contract was undertaken (Check One)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partner of JV <input type="checkbox"/> Subcontractor <i>(Tick whichever is</i>

		<i>applicable)</i>
A9.	Details/documentary evidence submitted in support of stated experience/Contract	

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

1.01.1 For Bidder to qualify for more than one projects, the technical requirements of bidder shall be as per following:

S. No.	Description	Unit	Project1	Project2	Project3	QR for technical requirement of a bidder participating in all 3 projects
Part-I						
1	66 KV + 33 KV+ higher	Km	500	200	150	500
2	sum of 33/11 KV and 66/11 KV substation	MVA	50	20	80	80
Part-II						
3	sum of 22 KV+11 KV+	Km	1000	2000	3000	3000
4	sum of DTR transformation	MVA	2000	8000	5000	8000
Part-III						
1	66 KV + 33 KV+ higher	Km	500	200	150	500
2	sum of 33/11 KV and 66/11 KV substation	MVA	50	20	80	80
3	sum of 22 KV+11 KV+	Km	1000	2000	3000	3000
4	sum of DTR transformation	MVA	2000	8000	5000	8000

1.01.2 The bidder should possess "A" Class license issued by the Electrical inspectorate of Govt of (...)² /Central Inspectorial organization of Govt. of India/ other state Govt. In case bid submitted joint venture firm, any of partner should possess "A" class electrical license as stated above.

1.02 Commercial

The detailed criteria is mentioned at 1.02 of Annexure-A to BDS at Volume-I : Section-III.

² Name of state where work is to be executed.

Format C: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for commercial experience in compliance to para 1.02.1 (i) of Annexure-A to BDS at Volume-I : Section-III [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.02.5 of Annexure-A to BDS at Volume-I : Section-III) is also to be furnished, as applicable, using this format. The bidder (Single Firm / Partner(s) in case of Joint Venture) who is willing to qualify in compliance to para 1.02.1 {(ii) or (iii)} of Annexure-A to BDS at Volume-I : Section-III shall fill below format for two or all three contracts.

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
A2.	Name of Contract (executed during the last 5 years up to 31.03.2013):	
A3.	Contract Reference No. & Date of Award	
A4	Name and Address of the Employer/Utility by whom the Contract was awarded e-mail ID _____ Telephone No. _____ Fax No. _____	
A5(i)	Name of completed work of project execution in electrical Transmission or sub-transmission & distribution sector	_____
(ii)	Cost of the project	_____
(iii)	% of cost w.r.t. estimated cost of this bid (in %)	_____
A6(i)	Date of successful execution of the Contract/Date of commissioning	_____
A7.	Capacity in which the Contract was undertaken (Check One)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partner of JV <input type="checkbox"/> Subcontractor <i>(Tick whichever is</i>

A4.	Details/documentary evidence submitted in support of stated experience/Contract	
-----	---	--

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

- 1.02.1 Failure to comply with this requirement will result in rejection of the joint venture’s bid. Sub contractors’ experience and resources shall not be taken into account in determining the bidder’s compliance with qualifying criteria.
- 1.02.2 One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners as per proforma in section “Annexure” of Special Conditions of Contract-Vol.-IA.
- 1.02.3 All partner of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners having such a provision shall be submitted with the bid.

2.0 Pre-qualification criteria – Part B:

The Bidder shall also furnish following documents/details with its bid:

- 2.01.1 A certificate from banker (as per format) indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary Employer may make queries with the Bidders’ bankers.
- 2.01.2 The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.

2.01.3 Note:

2.01.3.1 In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

2.01.3.2 Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note - 2.01.3.1 above certifying that these information/documents are based on the audited accounts, as the case may be.

2.01.4 Litigation History:

2.01.4.1 The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.

2.01.4.2 Notwithstanding anything stated hereinabove, the Employer reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the Employer. The Employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

Attachment-4

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Form of Certificate of Origin and Eligibility)

Bidder's Name and Address:

To: **SUPERINTENDING ENGINEER (E),
PASIGHAT ELECTRICAL CIRCLE,
DEPARTMENT OF POWER,
PASIGHAT.**

We hereby certify that equipment and materials to be supplied are produced in
....., an eligible source country.

We hereby certify that our company is incorporated and registered in
....., an eligible source country.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-4A

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address:

**To: SUPERINTENDING ENGINEER (E),
PASIGHAT ELECTRICAL CIRCLE,
DEPARTMENT OF POWER,
PASIGHAT.**

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject project. The prices for these tools & tackles are included in our lumpsum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

S.No.	For Equipment	Item Description	Unit	Quantity
-------	---------------	------------------	------	----------

Notwithstanding what is stated above, we further confirm that any additional special maintenance tools and tackles, required for the equipment under this project shall be furnished by us at no extra cost to the employer.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-4B

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address:

To:**SUPERINTENDING ENGINEER (E),
PASIGHAT ELECTRICAL CIRCLE,
DEPARTMENT OF POWER,
PASIGHAT**

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject Project. The prices for these tools & tackles which are to be taken back after the completion of the work by us are not included in our lumpsum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

(a)

(b)

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-5

**Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).
 (Bought-out & Sub-contracted Items)**

Bidder's Name and Address:

To:**SUPERINTENDING ENGINEER (E),
 PASIGHAT ELECTRICAL CIRCLE,
 DEPARTMENT OF POWER,
 PASIGHAT.**

Dear Sir,

1.0 We hereby furnish the details of the items/ sub-assemblies, we propose to buy for the purpose of furnishing and installation of the subjectProject:

Sl. No.	Item Description	Quantity proposed to be bought/sub-contracted	Details of the proposed sub-contractor/sub-vendor	
			Name	Nationality
1.				
2.				
3.				
4.				
5.				
6.				

2.0 *We hereby declare that, we would not subcontract the erection portion of the contract without the prior approval of Employer.*

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-6

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Alternative, Deviations and Exceptions to the Provisions)

Bidder's Name and Address:

**To: SUPERINTENDING ENGINEER (E),
 PASIGHAT ELECTRICAL CIRCLE,
 DEPARTMENT OF POWER,
 PASIGHAT.**

Dear Sir,

The bidder shall itemize any deviation from the Specifications included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:

Sl. No.	Reference clause in the Specifications	Deviation	Cost of withdrawal of the deviation

The above deviations and variations are exhaustive. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and Bid Security forfeited.

Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or reservation introduced in this Attachment-6 and/or in the Bid form, Price schedules & Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bid.

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-8

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Manufacturer's Authorization Form)

(On Manufacturer's Letterhead, see Clause 9.3(c) of the ITB)

**To: SUPERINTENDING ENGINEER (E),
PASIGHAT ELECTRICAL CIRCLE,
DEPARTMENT OF POWER,
PASIGHAT.**

Dear Ladies and/or Gentlemen,

WE *[insert: name of Manufacturer]* who are established and reputable manufacturers of *[insert: name and/or description of the plant & equipment]* having production facilities at *[insert: address of factory]* do hereby authorize *[insert: name & address of Bidder]* (hereinafter, the "Bidder") to submit a bid, and subsequently negotiate and sign the Contract with you against IFB *[insert: title and reference number of Invitation for Bids]* including the above plant & equipment or other goods produced by us.

We hereby extend our full guarantee and warranty for the above specified plant & equipment materials or other goods offered supporting the supply, installation and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that we and, *[insert: name of the Bidder]* have entered into a formal relationship in which, during the duration of the Contract (including warranty / defects liability) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Signed: _____

Date: _____

In the capacity of [*insert: title of position or other appropriate designation*] and this should be signed by a person having the power of attorney to legal bind the manufacturer.

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Note 1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Manufacturer. It shall be included by the bidder in its bid.

2. Above undertaking shall be registered or notarized so as to be legally enforceable.

Attachment-9

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Work Completion Schedule)

Bidder's Name and Address:

**To: SUPERINTENDING ENGINEER (E),
 PASIGHAT ELECTRICAL CIRCLE,
 DEPARTMENT OF POWER,
 PASIGHAT.**

Dear Sir,

We hereby declare that the following Work Completion Schedule shall be followed by us in furnishing and installation of the subject Project for the period commencing from the effective date of Contract to us:

Sl. No.	Description of Work	Period in months from the effective date of Contract
1.	Detailed Engineering and drawing submission a) commencement b) completion	
2.	Procurement of equipment/ components & assembly a) commencement b) completion	
3.	Type Tests a) commencement b) completion	
4.	Manufacturing a) commencement	

Sl. No.	Description of Work	Period in months from the effective date of Contract
	b) completion	
5.	Shipments & Delivery a) commencement b) completion	
6.	Establishment of site office	
7.	Installation at Site a) commencement b) completion	
8.	Testing & Pre-commissioning a) commencement b) completion	
9.	Trial Operation a) commencement b) completion	

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Note: Bidders to enclose a detailed network covering all the activities to be undertaken for completion of the project indicating key dates for various milestones for each phase constituent-wise.

Attachment-10

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Guarantee Declaration)

Bidder's Name and Address:

**To: SUPERINTENDING ENGINEER (E),
PASIGHAT ELECTRICAL CIRCLE,
DEPARTMENT OF POWER,
PASIGHAT.**

Dear Sir,

We hereby declare that this Attachment of "Guarantee Declaration" is furnished by us in Packet-I of Inner Envelope-2 of bid envelope.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-11

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Information regarding Ex-employees of XXXXX (*Name of Employer*) in our Organisation)

Bidder's Name and Address:

**To: SUPERINTENDING ENGINEER (E),
 PASIGHAT ELECTRICAL CIRCLE,
 DEPARTMENT OF POWER,
 PASIGHAT.**

Dear Sir,

We hereby furnish the details of ex-employees of XXXXX (*Name of Employer*) who had retired/resigned at the level of XXXXXX (*Define suitable post*) from XXXXX (*Name of Employer*) and subsequently have been employed by us:

Sl. No.	Name of the person with designation in XXXXX (<i>Name of Employer</i>)	Date of Retirement/ resignation from XXXXX (<i>Name of Employer</i>)	Date of joining and designation in our Organisation
1.
2.
3.
4.
5.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Note: The information in similar format should be furnished for each partner of joint venture in case of joint venture bid.

Attachment-12

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Price Adjustment Data as per Appendix-2 of section-VI : Sample forms and procedures)

Bidder's Name and Address:

**To: SUPERINTENDING ENGINEER (E),
 PASIGHAT ELECTRICAL CIRCLE,
 DEPARTMENT OF POWER,
 PASIGHAT.**

Dear Sir,

We hereby furnish the details of Price Adjustments:

Name of Material	Price as on 30 days prior to date of bid opening*	Price as on 60 days prior to date of shipment*	Variation*
ACSR conductor			
Power / Station / Distribution Transformer (Copper / Aluminium wound)			
Cables			

*Detailed calculations as per appendix-2 of section-VI : sample forms and procedures to be enclosed

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-14

(PRECONTRACT INTEGRITY PACT)

General

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on day of the month of 2010, between, on one hand, the (Name of Owner) acting through Shri..... (Name and designation of Project Manager) (herein after called the "BUYER", which expression shall mean and include, unless *the* context otherwise requires, his successors in office and assigns) of the First Part and M/s..... (Name of Bidder) represented by Shri, Chief Executive Officer (herein after called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU/Utility/Department of State Govt. performing its functions on behalf of the (Name of owner).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealing prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by voiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors

will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3.0 The BIDDER commits itself to take all measures necessary to prevent corrupt

practices, unfair means and illegal activities during any stage of its bid or during any pre-contractor post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contractor for bearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the contract or any other contract with Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into

anymonetarydealingsortransactions,directlyorindirectly,withany employeeoftheBUYER.

4. Previous Transgression

4.1 TheBIDDERdeclaresthatnoprevious transgressionoccurredinthe lastthreeyears immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER’s exclusion from the tender process.

4.2 TheBIDDERagreesthatifitmakesincorrectstatementonthissubject, BIDDERcanbedisqualifiedfromthetenderprocessorthecontract,if alreadyawarded,canbeterminated forsuchreason.

5. Earnest Money (Security Deposit)

5.1 Whilesubmittingcommercialbid,theBIDDERshalldepositanamount..... (tobe specifiedinRFP)asEarnestMoney/SecurityDeposit,withthe BUYERthroughanyofthefollowinginstruments:

(i) BankDraftoraPayOrderinfavourof

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising paymentofthe guaranteedsumtothe BUYERon demandwithinthreeworkingdayswithoutanydemurwhatsoever andwithout seekinganyreasonswhatsoever.The demandfor paymentbytheBUYERshallbetreatedasconclusiveproofof payment.

(iii) Anyothermodeorthroughanyotherinstrument(tobespecified intheRFP).

5.2 TheEarnestMoney/SecurityDepositshallbevaliduptoaperiodof..... yearsorthecompleteconclusionofthecontractualobligations tothe completesatisfactionofboth theBIDDERandtheBUYER,including warrantyperiod,whicheverislater.

5.3 IncaseofthesuccessfulBIDDERaclausewouldalsobeincorporated intheArticlepertaining toPerformanceBondinthe'PurchaseContract thatthe provisionsofSanctionsforViolation shall

be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss 'or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (X) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other

Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in

the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact aton.....

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Deptt./PSU

Witness

Witness

1.....

2.....

2.....

3.....

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers

Attachment-15

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Option for Initial Advance (either Interest Bearing Initial Advance or No Initial Advance) and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises)

Bidder's Name and Address:

To:**SUPERINTENDING ENGINEER (E),
 PASIGHAT ELECTRICAL CIRCLE,
 DEPARTMENT OF POWER,
 PASIGHAT.**

Dear Sir,

I. We have read the provisions in the Bidding Documents regarding furnishing the option for advance payment. Accordingly, as per ITB Clause 9.3 as provided in Section BDS, Section III, Vol.-I of the Bidding Documents, we hereby confirm to opt the following:

Interest Bearing Initial Advance

Supply Portion : Yes* [] No* []

Installation Portion : Yes^ [] No^ []

(*^ tick ONLY ONE of the selected options)

II. We are furnishing the following details of Statutory Registration Numbers and details of Bank for electronic payment.

1.	Name of the Supplier/ Contractor in whose favour payment is to be made	
----	--	--

2.	Address with PIN Code and State	Registered Office: Branch Office: Correspondence Address:
3.	Status – Company/others [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable]	
4.	Permanent Account (PAN) No.	
5.	Central Sales Tax (CST) No.	
6.	State Sales Tax No.	
7.	Work Contract Tax No.	
8.	Service Tax Registration No.	
9.	PF Registration No. of the Company	
10.	PF Regional Office covered (with Address)	
11.	Name of Contact Person	
12.	Telephone No(s). Email	Landline(s): Mobile(s): Email ID :

13.	Bank Details for Electronic Payment	Name of the Bank: Address of Branch: Account No.: Type of Account: <input type="checkbox"/> Saving <input type="checkbox"/> Current
14.	9 digit MICR code printed at bottom in middle, next to cheque no.	
15.	IFSC (for RTGS)/NEFT Code <i>(to be obtained from the Bank)</i> <i>Sample Cancelled Cheque to be enclosed</i>	

We hereby declare that the above information is true and correct and we agree that the payment on account of this Contract, in the event of award, be made in the above account maintained in the above mentioned Bank.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-16

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Additional Information)

Bidder's Name and Address:

**To: SUPERINTENDING ENGINEER (E),
 PASIGHAT ELECTRICAL CIRCLE,
 DEPARTMENT OF POWER,
 PASIGHAT.**

Dear Sir,

In support of the additional information required as per ITB Sub-Clause 9.3 (p) of the Bidding Documents, we furnish herewith our data/details/documents etc., along with other information, as follows (the stipulations have been reproduced in italics for ready reference):

1.0 *The Bidder shall furnish*

A certificate from their Banker(s) (as per prescribed formats in Form 16, Volume-I: Section-VI: Sample Forms and Procedures) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers. [Reference ITB clause 9.3(p)(i)]

1.1 In accordance with 1.0, certificate(s) from banker as per requisite format, indicating various fund based/non fund based limits sanctioned to the bidder or each member of the joint venture and the extent of utilization as on date is/are enclosed, as per the following details:

Name of the Bidder/partner of Joint Venture	
---	--

Name of the Banker by whom certificate issued	
Date of certificate (should not be earlier than 3 months prior to date of bid opening)	
Whether fund based/non fund based limits are indicated in the certificate	
Whether extent of utilization is indicated in the certificate	

1.2 *The Bidder should accordingly also provide the following information/documents (In case of JV bidders, information should be provided separately for all the Partners of JV in the given format):*

(i) Details of Banker:

Name of Banker	
Address of Banker	_____ _____ _____
Telephone No.	_____
Contact Name and Title	_____
Fax No.	_____
E-mail ID	_____

(ii) As per para 1.0, Authorization Letter(s) from the bidder (in case of JV bidder, from all the partners) addressed to the Banker(s), authorizing **DEPARTMENT OF POWER** to seek queries about the bidder with the Banker(s) and advising the Banker(s) to reply the same promptly, is/are enclosed as per following details:

Sl. No.	Letter Ref.	Date	Addressed to (name of the Bank)

2.0 Litigation History

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid. [Reference ITB clause 9.3(p)(ii)]

2.1 Details of litigation history resulting from Contracts completed or under execution by the bidder over the last five years

Year	Name of client, cause of litigation/arbitration and matter in dispute	Details of Contract and date	Award for or against the bidder	Disputed amount

3.0 OTHER INFORMATION

3.1 Current Contract Commitments of works in progress

Bidders (individual firms or each partners of JV) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Details of Contract	Value of outstanding work (Rs.)	Estimated completion date

3.2 Financial Data :

(In Rs. Millions)

	Actual (previous five years)					Projection for next five years				
1. Total Assets										
2. Current Assets										
3. Total Liability										
4. Current Liability										
5. Profit before taxes										
6. Profit after taxes										

4. The information/documentation in support of Bidder’s design infrastructure and erection facilities and capacity and procedures including quality control related to the work, are enclosed at _____ herewith.

5. The CV and experience details of a project manager with 15 years experience in executing such contract of comparable nature including not less than five years as manager and the CVs of other employees to be deputed for the subject work, are enclosed at ____ herewith.

Date:.....

(Signature)

Place:.....

(Printed Name)

(Designation)

(Common Seal)

Attachment- 17

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Declaration for tax exemptions, reductions, allowances or benefits)

Bidder's Name and Address:

**To: SUPERINTENDING ENGINEER (E),
 PASIGHAT ELECTRICAL CIRCLE,
 DEPARTMENT OF POWER,
 PASIGHAT.**

Dear Sirs,

1. We confirm that we are solely responsible for obtaining following tax exemptions, reductions, allowances or benefits in respect of supplies under the subject Project, in case of award. We further confirm that we have considered the same in our bid thereby passing on the benefit to **DEPARTMENT OF POWER** while quoting our prices. In case of our failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will not compensate us.
2. We are furnishing the following information required by the Employer for issue of requisite certificate if and as permitted in terms of the applicable Govt. of India policies/procedures(in case of award):

Applicable Act, Notification No. and Clause Ref. No.	Sl. No.	Description of item on which applicable	Country of origin	Remarks, if any

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(The requirements listed above are as per current Notification of Govt. of India indicated above. These may be modified, if necessary, in terms of the Notifications.)

Date:.....

Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-18

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Declaration)

Bidder's Name and Address:

To: **SUPERINTENDING ENGINEER (E),
PASIGHAT ELECTRICAL CIRCLE,
DEPARTMENT OF POWER,
PASIGHAT.**

Dear Sir,

We confirm that Bid Form have been filled up by us as per the provisions of the Instruction to Bidders. We have also uploaded price bid electronically as per the provisions of the Instruction to Bidders. Further, we have noted that the same shall be evaluated as per the provisions of the Bidding Documents.

Further, we hereby confirm that except as mentioned in the Attachment – 6 (Alternative, Deviations and Exceptions to the Provisions) hereof and/or the Covering Letter, forming part of our Bid Envelope:

- (i) there are no discrepancies/inconsistencies and deviations/omissions/ reservations to the Bidding Documents, in the price bid;
- (ii) the description of items and the unit thereof in the price schedules are in conformity with those indicated in the price schedule of the Bidding Documents without any deviation to the specified scope of work.

We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the online price bid, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to **XXXXX (Name of Employer)**. However, in case of any arithmetical errors, the same shall be governed as per the provision of ITB Sub-Clause 27.2 read in conjunction with BDS.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-19

Electrification works of East Siang district in Arunachal Pradesh under Deendayal Upadhyaya Gram Jyoti Yojana (DDUGJY).

(Bank Guarantee verification Check list)

Bidder's Name and Address:

**To: SUPERINTENDING ENGINEER (E),
 PASIGHAT ELECTRICAL CIRCLE,
 DEPARTMENT OF POWER,
 PASIGHAT.**

S. No.	Checklist	Yes	No
1	Does the bank guarantee compare verbatim with standard proforma for BG?		
2(a)	Has the executing Officer of BG indicated his name designation & Power of Attorney No. / Signing power Number etc. on BG?		
2(b)	Is each page of BG duly Signed/ initialed by the executants and last page is signed with full particulars as required in the standard proforma of BG and under the seal of the bank?		
2(c)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager?		
3(a)	Is the BG on non-judicial stamp paper of appropriate value?		
3(b)	Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than Six months prior to the date of execution of BG?		
4(a)	Are the factual details such as Bid specification No., LOA No. contract price, etc, correct?		

4(b)	Whether Overwriting /cutting, if any on the BG, authenticated under signature & seal of executants?		
5	Is the amount and validity of BG is inline with contract provisions?		
6	Whether the BG has been issued by a Nationalized bank / Non- Nationalized Bank acceptable to Buyer /Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents)?		

Date:..... (Signature).....
 Place:..... (Printed Name).....
 (Designation).....
 (Common Seal).....

VOLUME-II: SECTION – III

Price Schedules

Price Schedule-1: Ex-works Supply of Materials

Price Schedule-2: Local Transportation, Insurance and
other incidental services

Price Schedule-3: Installation/Erection Charges

Price Schedule-4: Summary of Taxes and Duties

Price Schedule-5: Grand Summary