

REQUEST FOR PROPOSAL

FOR

SUPPLY OF DRY TYPE TRANSFORMER (22000/433 VOLTS) AT KHARADI SEZ

Issued by

M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED



BID SPECIFICATION NO. Kharadi/Power/2018-19/K069 date: 08 July 2019

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

REQUEST FOR PROPOSAL (hereinafter referred to as RFP) for Supply of Dry Type Transformer (22000/433 Volts) at Kharadi SEZ

BID SPECIFICATION NO. Kharadi/Power/2018-19/K069 dated 08 July 2019

The bid document is addressed to:

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

Notes:

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

Issued by:-

Name : Suhas Ambade
Designation : Associate Vice President
Address : Raheja Tower, Plot No: C-30, G Block,
Next to Bank of Baroda,
Bandra Kurla Complex, Bandra (E), Mumbai -
400051, Maharashtra, India
Contact Person for any queries : Vinayak Pawar/ Vikram Yermalkar
Phone : +91-22-26564659, +91 22-26564914
Fax : +91-22-26564604
Email : pawarv@kraheja.com /
vyermalkar@kraheja.com
Date : 08 July 2019

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

SECTION 1: INVITATION FOR BIDS

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

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

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

Thus, OWNER, being the developer of the IT & ITeS SEZ, is a deemed Power Distribution Licensee and has filed a petition to Maharashtra Electricity Regulatory Commission (MERC).

1. **Owner** hereby invites offers from interested companies who are capable of SUPPLY OF DRY TYPE TRANSFORMER (22000/433 VOLTS) at Kharadi SEZ.

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

Table 1:

Sr. No.	Description	
1	Tender No.	BID SPECIFICATION NO. Kharadi/Power/2018-19/K069 dated: 08 July 2019
2	Broad Scope of Work	SUPPLY OF DRY TYPE TRANSFORMER (22000/433 VOLTS) AT KHARADI SEZ
3	Earnest Money Deposit amount	Rs 2, 00,000/- (Rupees Two Lakh only) in the form of DD / Banker's cheque / Pay Order along with the bank confirmation letter in favour of "KRC Infrastructure & Projects Private Limited" payable at Mumbai Or Bank Guarantee in favour of M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED in the specified format .
4	Contract Performance Guarantee (CPG)	5% of Contract Price in the form of Bank Guarantee issued by any Nationalized/Private Bank
5	Bid Documents	To be downloaded by the Bidder from website www.krahejacorppower.com
6	Prices	Firm
7	Validity of offer	The validity of Price Bid of bidder shall be Three Months from the Date of Opening of Price Bid.
8	Address	Suhas Ambade Associate Vice President Address: Raheja Tower, Plot No: C-30, G Block, Next to Bank of Baroda, Bandra Kurla Complex, Bandra (E), Mumbai - 400051, Maharashtra, India Email: sambade@kraheja.com
9	Contact Person & Email Address for RFP Queries	Mr. Vinayak Pawar / Mr. Vikram Yermalkar

Sr. No.	Description
	Email Address: pawarv@kraheja.com / vyermalkar@kraheja.com

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

Table 2:

Sr. No	Activity	Date
1	Commencement of sale of RFP	08 July 2019
2	Pre- Bid Queries from interested bidders	12 July 2019 by 1200 hrs
3	Response to the Bidder's queries	15 July 2019 by 1700 hrs
4	Submission of Technical Bids	18 July 2019 by 1200 hrs
5	Opening of the Technical Bids	18 July 2019 by 1230 hrs
6	Declaration of Technically qualified bidders	19 July 2019 by 1700 hrs
7	Mandatory Training to Technically qualified bidders regarding "ARIBA" portal of KRC	22 July 2019 from 1000 hrs to 1500 hrs
8	Training regarding E- Reverse Auction	22 July 2019 from 1600 hrs to 1800 hrs
9	Submission of the Price bids online through "ARIBA" portal of KRC	23 July 2019 from 1000 hrs to 1200 hrs
10	E- Reverse Auction	23 July 2019 from 1230 hrs to 1300 hrs

4. The Bidder will have to download the RFP from the website of K Raheja Corp website www.krahejacorppower.com . For any kind of queries you may contact the concerned officials mentioned above.
5. The Bidder will have to submit the EMD of Rs 2, 00,000/- (Rupees Two Lakh only) in the form of DD / Banker's cheque / Pay Order along with the bank confirmation letter or in the form of Bank Guarantee in favour of M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED in the specified format "I" in favour of "KRC Infrastructure & Projects Private Limited" payable at Mumbai along with the submission of bid.
6. The bidder should meet the qualifying requirements stipulated in Section 3 of the Bid Document.

7. The Contractor shall be required to furnish Contract Performance Guarantee (CPG) in favour of M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED within 7 days from the date of selection of Contractor for an amount calculated at 5% of Contract Price.
8. The CPG shall be in the form of Bank Guarantee issued by any Nationalized/Private Bank.
9. The validity of Price Bid of bidder shall be three months from the Scheduled Date of opening of Price Bid. However, OWNER may ask the bidders to extend the validity period, if required.
10. OWNER in its own discretion has the right to reject all bids or part thereof without assigning any reason, including where the quoted prices are not aligned to the prevailing market prices. The decision of OWNER shall be final and binding on the bidders in this regard.
11. Interested eligible bidders may obtain further information in respect of bidding documents from the office of OWNER at the address mentioned above on all working days.
12. Address for communication: Vinayak Pawar/Vikram Yermalkar, Raheja Tower, Plot No: C-30, G Block, Next to Bank of Baroda, Bandra Kurla Complex, Bandra (E), Mumbai - 400051, Maharashtra, India

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

SECTION 2: INSTRUCTIONS TO BIDDERS

1.1 Scope of Work

The scope of work to be carried out under this Contract shall be SUPPLY OF DRY TYPE TRANSFORMER (22000/433 VOLTS) AT KHARADI SEZ as per the “Bill of Quantities” and as per the “Terms and Conditions”. This shall also include the works of clearing of site to the entire satisfaction of the Owner, preparation of “As Installed/Built drawings”, all matters pertaining to this contract including certification of measurements, approval of materials and approval of all Design/ Drawing Documents from Statutory Authorities.

1.2 Eligible Bidders

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

1.3 Representation/ Authorization of Bidder

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

1.4 Local Representation

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

1.5 Cost of Bid

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

1.6 Bidder to Inform Himself Fully

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

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

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

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

1.7 Bidding Documents

The bid documents comprise the following:

Volume -1: General information. Commercial conditions and Formats

- Section – 1 : Invitation for Bid.
- Section – 2 : Instructions to Bidders
- Section – 3 : Bid Qualification Requirements.
- Section – 4 : Special Conditions of Contract (SCC)
- Section – 5 : Formats & Schedules

Volume-2: Technical Specification

- Section – 1 : Technical Specifications
- Section – 2 : Single Line Diagram

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

The bidder is expected to examine all forms, terms and conditions and specifications forming part of the bidding documents. Failure to furnish complete information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of his bid.

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

The Bidder shall note the following:

- Bid Documents are not transferable.
- Not more than one bid for the work shall be submitted by one bidder.

- If the Bidder deliberately gives wrong information in its bid to create circumstances for the acceptance of its bid, the Owner reserves the right to reject such bid and / or cancel the order, if placed.
- Bid documents submitted by the bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to the bidder.
- Bid must cover the entire scope of work as specified in Technical Specification.
- All the pages of the bid submitted shall be signed by authorized signatory.

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

1.8 Clarification/Interpretation of Bidding Documents

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

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

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

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

1.9 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment. The amendment shall be notified in writing through a letter, by fax or by e-mail to all prospective Bidders who have purchased the Bid Document, and shall become an integral part of the Bid Document.

1.10 Submission of Bid

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

Envelope / Cover No.1 (One) - EMD and Receipt of Tender Fee

This cover should contain the

1. Earnest Money Deposit (EMD) as per Format I
2. Duly Signed Check list

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

This cover should contain following:

1. Bidder's Qualification Requirement as per Formats A, B, C, E.
2. Letter of Authorisation for signing the bid.
3. Signed copy of entire tender document.
4. Copy of Balance Sheets and Profit and Loss Accounts for past 3 years.
5. A Declaration that there are no legal pending legal cases or suits and liabilities. In case of such liabilities, details shall be furnished. Declaration shall be as per Format D.

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

The bidder's address shall be stated in the format A of the bid at which notice may be served validly upon it. All such notices that are delivered to such address shall be deemed to have been served validly or if sent by post shall be deemed to have

arrived in due course. Any change of address must be notified to the Owner in writing and until such notification is received, the Owner shall not be bound to take notice of any change of address and all correspondence sent to earlier address shall be deemed to be validly served on the bidder.

1.11 Modification and Withdrawal of Bids

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

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

1.12 Bid Opening and Evaluation

1.12.1 Bid Opening

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

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

1.12.2 Policy for Bids under consideration

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

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

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

1.12.3 Preliminary Examination

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

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

Prior to detailed evaluation, the Owner will determine whether each bid is of acceptable quality, generally complete and substantially responsive to the bidding documents. For the purpose of this determination, a substantially responsive bid is the one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations.

A material deviation, objection, conditionality or reservation is one

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

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

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

- EMD not submitted;

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

1.12.4 Evaluation of Bids

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

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

1.13 Currency for Bids

The bidders shall quote the prices in Indian Rupees only.

1.13.1 Prices- Definitions and Meanings

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

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

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

1.13.2 Change of Quantity before award of the Contract

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

1.14 Award of Contract

1.14.1 Award Criteria

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

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

Notwithstanding anything contained in this document, the Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders the grounds for the Owner's action.

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

1.15 Notification of Award and signing of Contract Agreement

1.15.1.1 Letter of Award to the Contractor

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

The Contractor will acknowledge receipt of the Letter of Award and convey the acceptance to it to the Owner within three (3) days of receipt of the same.

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

1.15.1.2 Acceptance of Work Order

The Owner may issue two no's shall issue signed Work Order after the acceptance of LOA from the contractor. The Contractor shall have to sign Work Order issued by the Owner within 7 (seven) calendar days from the date of issue of signed Work Order.

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

Note: The OWNER may issue two separate work order as the transformer to be supplied are to be commissioned in two separate buildings.

1.16 Contract Performance Guarantee

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

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

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

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

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

1.17 Check List

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

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

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

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

VOLUME 1:
SECTION 3: QUALIFICATION
REQUIREMENT`

SECTION 3: QUALIFICATION REQUIREMENT`

Technical & Financial Requirement

1. The bidder shall be Original Equipment Manufacturer (OEM) & having manufacturing unit in India. The offered transformer have to be designed, manufactured and tested as per relevant IEC or equivalent standard with latest amendments. The OEM should have a functional after sales service facility in India with all tools and tackles and trained manpower required for providing 'After Sales Service 'of dry type transformer.
2. If the bidder is a distributor/retailer, the manufacturer should qualify the above requirement for point no. 1. In such case, the bidder should submit the manufacturer's authorisation specified in the format E.
3. The bidder should have supplied atleast 2 no's of dry type transformer of 22/0.433 kV Voltage level of atleast 630 KVA capacity which are in successful operation for minimum two years reckoned from the last date of submission of bid.
4. Bidder should have a minimum average turnover of Rs. 2.0 Crores during the previous 3 years.

VOLUME 1:
SECTION 4:
SPECIAL CONDITIONS OF
CONTRACT

SECTION 4: SPECIAL CONDITIONS OF CONTRACT

1. Definitions

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

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

2. Language and Measures

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

3. Unit Price

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

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

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

4. Scope of Work

Supply of 22KV/0.433 KV, 2000kVA continuous duty cycle, 22kV/433V, 3 phase, 50Hz, Dyn-11 vector group, step down, indoor type, copper wound, dry type - Resin Casted transformer complete with ON load tap changer & with all accessories, including winding temperature scanner with alarm and trip contact, fittings and conforming to specifications. Tap changing range shall be $\pm 2.5\%$, $\pm 5\%$, $\pm 7.5\%$ in steps of 2.5%. Transformer shall have cable box for 22kV XPLE cable on HT side & Bus duct / Cable Box on medium voltage side. Transformer shall meet ECBC norms on NO

LOAD & ON LOAD power losses. Inclusive of Freight, Transit Insurance, Packing & Forwarding. Further the cost includes supervision from manufacturer during commissioning (Minimum 1 day per transformer)

5. Taxes and Duties

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

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

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

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

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

5)The Contractor agrees and undertakes that it shall take requisite steps such that there is no mismatch under GSTN in respect of the Tax Invoice raised and furnished by the Contractor to the Owner. Further, the Contractor agrees with the Owner that in case of any mismatch, the Contractor agrees and undertakes to rectify the

mismatch and resubmit the revised / amended Tax Invoice / credit note to the Owner immediately prior to the next month's processing for GSTN uploading.

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

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

6. TESTS & TEST REPORTS

All tests to be carried out in the factory before despatch of the material & all the expenses towards to and fro of the officials from Owner / PMC to the factory shall be borne by the Contractor. The site visits are not limited to the satisfactory performance of the Owner / PMC or as per IS mentioned in the tender. The no. of officials per visit shall be decided by the Owner and shall not exceed 5 no's for each visit.

Contractor shall physically inspect every material before despatch and shall also carry out all necessary electrical tests as per IS.

7. Contract Performance Guarantee & Warranty Bond

The successful Contractor shall have to submit the contract Performance guarantee in the form of a Bank Guarantee for an amount of 5% of the total Contract Price to cover the entire Contract Period plus 1 (one) month. The Bank Guarantee to be issued by Scheduled Private Bank (covering the Contract Period) .

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

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

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

remedy free of expenses to the Owner such defects as developed under the normal use of the said equipment within the period of guarantee.

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

The Contractor shall furnish within 7 (seven) days of Taking Over, the Warranty Bond, in the form of Bank Guarantee for an amount of 5% of the total Contract Price to cover the entire Defect Liability period plus 1 (one) month. The Bank Guarantee to be issued by Scheduled Private Bank (covering the Defect Liability Period). In case of non-submission of the Warranty Bond within 7 days of Taking over, the Owner shall encash the Contract Performance Guarantee. The Owner shall return the Contract Performance Guarantee if the Contractor submits the Warranty Bond to the Owner within stipulated time period mentioned above.

Guarantee and Liabilities

8. Contractor's Warrantee

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

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

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

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

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

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

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

9. Time Schedule

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

Work Completion Schedule

Sr. No.	Description of Activity	Time Schedule from execution of the Work Order
1	Despatch of Equipment's	2 months from execution of the Work Order

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

10. Liquidated Damages for Delay

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

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

11. Terms & Mode of Payment

A) 20% of the contract amount shall be paid as advance on proforma invoice/ Advance to you against Advance Bank Guarantee as per approved format & valid till advance recovery or project completion. This advance will be so recovered from the final tax invoice.

B) 100% of the contract amount shall be paid within 21 days of the delivery of the material at site after submission of tax invoices and other relevant document as per WO.

All the bills have to be certified by the Owner/Consultant and Project in Charge before making any payments.

12. Due dates for Payment

The owner shall make progressive payment as and when the payment is due as per the terms of payment set forth. Payment shall become due and payable by the Owner within forty five (45) days from the date of receipt of the Contractor's bill/ invoice/ debit note by the Owner provided the documents submitted are clear and complete in all respects.

13. Taking delivery and insurance

The Contractor has to keep materials in safe custody and transport till it reaches the Site and will be fully responsible for any damage to or loss of all materials at any stage during transportation.

14. Insurance

The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the transit, storage of the materials (cost to the extent of 110% cost of the system which shall fully protect his interest and interests of the Owner against all perils detailed herein for the Contract Period. The form and the limit of such insurance as stated herein together with the under-writer in each case shall be as deemed necessary by the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The proof of insurance policy taken by the Contractor shall be furnished to Engineer. In absence of the above insurance policy, payments to be made by the Owner will be withheld at its' sole discretion. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Contractor. The Contractor shall deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further, the insurance should be in freely convertible currency.

Any loss or damage to the equipment during handling, transportation, storage to be performed of the material shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. In the event of any damage, theft, loss, pilferage, fire etc., Contractor will be responsible to lodge, pursue and settle all the claims with the Insurance Company for all items, materials and the Owner shall be kept informed about it. The Contractor shall replace the lost / damaged materials / items promptly irrespective of the settlement of the claims by underwriter and ensure that the work progress is as per agreed schedule. The loss, if any, such replacement will have to be borne by the Contractor and Owner will not entertain any claim / representation in this regard. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal, payment of premiums, etc., as may be necessary well in time.

The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/ reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be

taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

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

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

15. Contract Documents

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

- a) Work Order
- b) Technical Specifications & BOQ
- c) Special Condition of Contract
- d) General Conditions of Contract

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

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

16. Use / Confidentiality of Contract documents and information

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

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

The Contractor shall not communicate in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.

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

17. Packing, Forwarding and Shipment

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

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

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

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

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

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

18. Liability for accidents and damages

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

19. Contractor's Default

If the Contractor shall neglect to execute the works with due diligence and reasonable level of care or shall refuse or neglect to comply with any instructions given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and recontract with any other person or persons to complete the works or any part

thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess amount. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

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

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

20. Contractor's Representations and Warranties

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

- (a) The Contractor has full legal right, power and authority to enter into, execute and deliver this Contract and to perform the obligations, undertakings and transactions set forth herein, and this Contract has been duly and validly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms contained herein;
- (b) The Contractor undertakes that it shall not infringe any third party Intellectual Property Rights whilst carrying out the works;
- (c) The Contractor represents to Owner that it has requisite skills, knowledge and experience to provide the Services and the deliverables in accordance with the requirements stated in this Agreement;

- (d) The Contractor represents that the terms of this Contract do not constitute a breach of any obligation by which it is bound whether arising by contract or operation of law;
- (e) This Contractor constitutes a valid and binding obligation on the Contractor enforceable in accordance with its terms;
- (f) Each of the representations, warranties and undertaking shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement;
- (g) The Contractor hereby acknowledges that time is the essence for the performance of the terms of this Agreement and that timely delivery of the works is imperative for the successful implementation of the Project;
- (h) The Contractor expressly agrees that the Representations, Warranties and Undertakings contained herein above shall survive the termination of this Agreement, and such representatives, warranties and undertakings, as may be required for the purpose shall be binding even after the completion of the term and or earlier determination of the Agreement;
- (i) The Contractor shall carry out the works a manner consistent with the professional skill and care ordinarily exercised by the contractors that work on projects internationally of a comparable nature to the works described herein.
- (j) The Contractor undertakes, warrants and guarantees that it has sufficient staff and knowledge to fulfil it's' obligations under this Agreement.

21. Anti-Corruption Policy

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

- (b) All invoices of the Contractor must be accompanied with the following certification, duly signed by the authorized signatory of the Contractor :

“We _____, hereby confirm that as per the terms of the Agreement / PO / WO dated _____, we have completely implemented and adhered to the Anti-Corruption Policy (Annexure “_” thereto) in respect to our business and indemnify and agree to keep M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED indemnified for any damages to M/s KRC INFRASTRUCTURE & PROJECTS PRIVATE LIMITED for the violation of same.”

- (c) The Contractor shall promptly notify the Owner of any violation or potential violation of the Anti-Corruption Policy, and shall be responsible for any damages to the Owner for the violation of same. Any violation of Anti-Corruption Policy may lead to termination of all business connections with the Contractor.

22. Relationship

- (a) None of the provisions of this Contract shall be deemed to constitute or create the relationship of employer and employee, principal and agent, partnership, joint venture, franchisee or franchisor, or any other fiduciary relationship/association between the Parties and/or any of hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. The Parties intend, and the Contractor acknowledges, that the Contractor will remain throughout the term of this Contract, as an independent contractor. Accordingly, the Contractor agrees that the Contractor and/or its employees/personnel will not be qualified to participate in nor be entitled to worker's compensation, retirement, insurance, leave or other benefits afforded to employees of the Owner.
- (b) The relationship between the parties under this Contract is on a principal-to-principal basis and nothing contained herein shall be construed as constituting any relationship of agency, partnership, joint venture or sharing of profits.

23. Severability

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

24. Survival

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

25. Arbitration

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

26. Jurisdiction

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

27. Limitation of liability

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

28. Intellectual Property

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

**VOLUME 1:
SECTION 5:
FORMATS**

CHECK LIST

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

S. No.	Name of the Document	Whether Submitted Yes/No	Format Number	Envelope Number
1.	EMD in form of DD along with bank confirmation letter or Bank Guarantee		-NA-	1
2.	Signed Check list		-NA-	1
3.	Structural & Organisational Details		A	2
4.	Financial Information		B	2
5.	Similar Material Supplied		C	2
6.	Signed copy of entire tender document.		-NA-	2
7.	Letter of Authorisation for signing the bid		-NA-	2
8.	Copy of Balance Sheets and Profit and Loss Accounts for past 3 years		-NA-	2
9.	Income tax clearance certificate for past 3 years		-NA-	2
10.	A declaration that there are no pending legal cases or suits and liabilities. In case of such liabilities, details shall be furnished.		D	2
11.	Manufacturer's Authorisation in case of distributor / trader		E	2

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

BIDDER QUALIFICATION REQUIREMENT FORMAT

Format A

STRUCTURE AND ORGANIZATIONAL DETAILS

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

Signature of Authorized representative of Bidder



Name of Authorised

Signatory: _____

Name of BIDDER: _____

BIDDER QUALIFICATION REQUIREMENT FORMAT

Format B

FINANCIAL INFORMATION

Financial Analysis	2014-15	2015-16	2016-17	Average annual turnover
	A	B	C	(A+B+C)/3
Gross Annual turnover				

Financial Analysis:

Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (certified copies to be attached)

Note- All Amount in INR Crores

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

Format C

DETAILS OF SIMILAR MATERIAL SUPPLIED BY THE MANUFACTURER / DISTRIBUTOR

Sr . No.	Name of Work/ Project & Location along with Brief Description of Scope	Owne r/ Organ ization	Value of work in Rs lakh at completi on	Capacity of Transformer Supplied & No's	Name and contact details of person (Address, phone number and email id) to whom reference may be made

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

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

Format D

DECLARATION FOR LEGAL CASES

BID SPECIFICATION NO. Kharadi/Power/2018-19/_____ date: 08 July 2019

Date:

To,

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

In reference to the Bid invitation for “RFP for Supply of Dry Type Transformer (22000/433 Volts) at Kharadi SEZ”, We ----(name)----- resident at ----(address)----- hereby declare that there are no pending legal cases or suits and liabilities against our Company which will affect our performance under this Contract except the following:

- 1.
- 2.
- 3.

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

Format E

(On the letter head of Manufacturer)

MANUFACTURER'S AUTHORIZATION

Ref No. _____

Date _____

To,
KRC Infrastructure & Projects Private Limited,
Raheja Tower, Plot No: C-30, G Block,
Next to Bank of Baroda,
Bandra Kurla Complex,
Bandra (E) Mumbai-400051,
Maharashtra, India.

Reference:

RFP for Supply of Dry Type Transformer (22000/433 Volts) at Kharadi SEZ

Dear Sir,

We M/s _____ who are established and reputable manufacturers of _____ (name & description of goods offered) having factory at _____ (Address of factory) do hereby authorize M/s _____ (name & address of Bidder) to submit a bid, and sign the contract with you for the above goods manufactured by us against the above NIT/RFP.

We shall extend our full guarantee and warranty as per the Special Conditions of Contract appended with specification for goods and services offered for supply by the above firm against this NIT/tender.

Further, we hereby confirm as follows:



1. We confirm for design, manufacturing & testing of equipments as per relevant IS/IEC/ANSI with latest amendments.
2. We give commitments for full technical / after sale support including spares during erection, testing and commissioning and confirm that products are as per technical specifications & type tested as per IEC/IS/ specification from accredited laboratory.
3. We also confirm that we are having all the testing facilities as required for testing of the equipment as per relevant IS/IEC/ANSI with their latest amendments.
4. We confirm that this authorization will remain in force at least upto guarantee period of equipment's.
5. We confirm for free replacement / repair within the guarantee of equipment's.
6. We confirm that all acceptance tests shall be carried out in presence of OWNER's Engineer in any NABL /at OEM's works without any extra cost to OWNER.

Signature of Authorized representative of Manufacturer

Name of Authorised Signatory: _____

Name of Manufacturer: _____

Format F

CONTRACT PERFORMANCE BANK GUARANTEE FORMAT

FORM OF BOND / BANK GUARANTEE

BANK GUARANTEE ON STAMP PAPER

(VALUE TO BE CHECKED WITH THE BANK)

FOR LODGEMENT OF PERFORMANCE BOND

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

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

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

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

NOW THIS DEED WITNESSTH AS FOLLOWS:

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

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

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

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

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

If to the Bank:

If to the Owner:

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

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

Notwithstanding anything contained hereinabove,

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



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

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



Format G

ADVANCE BANK GUARANTEE FORMAT

WHEREAS you, M/s. _____ (Name of Company) a company registered under the companies act 1956, and having registered office at _____ (Address) hereinafter referred to as Owner (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigners) having accepted the tender of _____ a company registered under the companies act, 1956 and having its registered office at _____ hereinafter referred to as Contractor (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigners), for the _____ (Nature of the works) have at the request of the contractor agreed to pay mobilisation advance of Rupees _____ (Rupees Only) to the said contractor as per clause no. _____ of the conditions of the contract dated _____ (hereinafter referred to as the said contract).

AND WHEREAS the Owner has, at the request of the Contractors agreed to pay to the contractor a mobilisation advance of Rs. _____/- (Rupees only) upon the condition that the Contractor shall procure in favour of the Owner an irrevocable and unconditional guarantee of a scheduled Bank for due payment to _____ the Owner of the said mobilisation advance of Rs. _____/- (Rupees only) as is herein contained.

AND Whereas the Contractor has requested the undersigned bank to give a guarantee as hereinafter contained to the Owner in respect of the said mobilisation advance of Rs. _____/- (Rupees Only).

NOW WE _____ BANK, _____, _____, having our Branch office at _____ and having our head office at _____, do at the request of the Contractor and in consideration of the premises, hereby, absolutely, irrevocably and unconditionally guarantee (as primary obligor and not merely as surety) so as to bind ourselves, our successors and assigns that in the event of default on the part of the contractor in making repayment to the Owner of the said mobilisation advance of Rs. _____/- (Rupees _____ only) or any part thereof or in the event of any loss or damage caused or suffered by the Owner by reason of any breach by the Contractor of any of the terms and conditions of the said contract, we shall forthwith within two days of the Owner notifying such default or breach to us (such notification to be conclusive as to default and breach), make payment to the Owner without any protest, objection or demur of the said sum of Rs. _____/- (Rupees _____ only) to the Owner as claimed in the notice by the Owner and we shall indemnify the Owner and keep the Owner indemnified against all costs charges and expenses whatsoever which the Owner may incur by reason of any such default/breach on the part of the Contractor. The decision of the Owner on all the matters concerning the terms and the requirements of the contract and the default /breach thereof by the contractor shall be final and binding on the Bank and the Bank shall not refer any such matter to the Contractor.

We, the Guarantors expressly agree that our liability and obligations under the Guarantee shall be continuing, absolute, unconditional and irrevocable irrespective of (i) any dispute/difference of whatsoever nature between the Owner and the Contractors or any claims of whatsoever nature of the Contractor against the Owner. (ii) the invalidity, illegality, irregularity or unenforceability for any reason of the obligations of the Contractors to the Owner or any other circumstances or considerations which might otherwise constitute a legal or equitable discharge or defence of surety or guarantor including, without limitation, any failure, omission or delay in the enforcement by the Owner of any of the obligations of the Contractor.

Our liability as Guarantors under this Guarantee shall not be altered or otherwise affected in any manner by reasons of any arrangement or compromise made between



the Owner and the Contractor or by any time, forbearance or other indulgence where as to payment, performance or otherwise given or agreed to be given by the Owner to the Contractor. AND WE (as primary obligor and not merely surety) expressly consent to any extension of time for recovery of the mobilisation advance from the Contractor by the Owner.

WE, the guarantors hereby expressly agree that our liability hereunder shall not be discharged or released or altered or impaired in any manner by any change in the constitution, structures or powers of the Contractor or amalgamations, mergers etc. or by reason of their winding up nor shall this Guarantee be determined or in any way prejudiced or affected by any absorption of or by the Guarantors or by any amalgamation thereof or therewith but shall ensure and be available for the absorbing or amalgamated Owner.

A demand for payment under this Guarantee shall be made on us by the Owner in writing at the following address:

Address: _____

And shall be deemed to have been sufficiently made after the writing containing the demand is deposited by the Owner by registered post prepaid in the post office box addressed as aforesaid and we shall pay the amount as claimed within 2 (two) days from the receipt of notice in writing from the Owner or on its behalf.



We the Guarantors absolutely, irrevocably and unconditionally agree that (a) the Owner shall be entitled to enforce this Guarantee without making any demand on or taking any proceedings against the Contractor. (b) the Guarantee herein contained shall be a continuing guarantee and as such shall remain in full force and effect and shall be binding in accordance with the terms on us and enforceable against us.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs. _____/- (Rupees only). This Guarantee shall remain in force upto_____ and unless a demand or claim under this Guarantee is made in writing within six months of the said dated viz._____ all the rights of the Owner under this Guarantee shall be forfeited and we shall be released and discharged from all liability hereunder.

Dated this _____ day of 2018

For Bank _____

Format H

WARRANTY BOND FORMAT

FORM OF WARRANTY BOND (BANK GUARANTEE)

BANK GUARANTEE ON STAMP PAPER

(VALUE TO BE CHECKED WITH THE BANK)

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

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

AND WHEREAS in accordance with the terms and conditions of the Agreement, the
Contractor has agreed to furnish a Bank Guarantee to the Owner in the form acceptable

to the Owner for a sum of Rs. _____ (Rupees _____ only) to ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

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

NOW THIS DEED WITNESSTH AS FOLLOWS:

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

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

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

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

If to the Bank:

If to the Owner:

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

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

Notwithstanding anything contained hereinabove,

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



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

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





FORMAT I

FOR EARNEST MONEY DEPOSIT

BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

**The non-judicial stamp paper should be in the name of
issuing Bank**

Ref.

Bank Guarantee No.

.....

Date

Dear Sirs,

In accordance with Invitation to Bid under your Specification No.....M/shaving its Registered/Head Office at(hereinafter called the 'Bidder') wish to participate in the said Bid or.....and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid uptoon behalf of Bidder in lieu of the Earnest Money Deposit (EMD) required to be made by the Bidder, as a condition precedent for participation in the said Bid.



We, the Bank at.....(local address) having our Head Office at..... guarantee and undertake to pay immediately on demand by KRC Infrastructure & Projects Private Limited the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto and including..... @..... If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/son whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of20.....at.....

1 WITNESS

.....

..... (Signature)

.....

(Signature)

.....

..... (Name)

.....

(Name)



.....

.....

..... (Official Address)
Stamp)

(Designation with Bank

Attorney as per

Power of Attorney No.

.....

Dated.....

.....

@ This date shall be thirty (30) days after the last date for which the bid is valid.

Notes:

1. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insist for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the performa of the bank of the Bank Guarantee [i.e. end paragraph of the bank guarantee preceding the signatures(s) of the issuing authority(ies) of the bank guarantee]:

“This Bank Guarantee is subject to Uniform Rules for Demand Guarantee, ICC Publication No. 758”

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

SUBJECT:

Supply of 3 Nos. of 2000 kVA, 22 kV / 0.433 kV, 50 Hz, Dry Type Transformer with OLTC & all standard accessories for our Commercial Building R-4 Project at M/s. KRC INFRASTRUCTURE & PROJECTS PRIVATE LTD-SEZ, KIPL # BLDG-R4, KHARADI, S.No. 65/1, 65/2 and 65/3, Village Kharadi, Taluka Haveli, Pune-411014, Maharashtra with the following terms and conditions.

SEZ APPROVAL & NOTIFICATION

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

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

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

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

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

PREAMBLES

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

Vendor/Supplier/Manufacturer means M/s.ABC TRANSFORMER LTD.

TERMS AND CONDITIONS

A. Scope of Supply & BOQ enclosed with this order.

B. All-inclusive rates: Your rates are all inclusive and include,

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

2. Cost of all wastages & breakage

3. Adequacy of Supplier's resource

The supplier shall provide adequate resources to ensure timely completion of each milestone of the supply schedule approved by the Client

4. Specifications

All the Specifications will be strictly as per enclosed specifications given in the Bill of Quantities.

5. Date of Commencement

Date of receipt of this Purchase Order or LOI.

6. Delivery Terms

1) All Transformer should be ready on (date) for Inspection and Suppliers to confirm Delivery immediately, after Inspection by Owner's representative.

8. Clarifications or Ambiguity

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

9. Terms of Payment

a. 20% of the contract amount shall be paid as advance against Advance Bank Guarantee as per approved format. The same shall be recovered on pro rata basis from your bill.

b. 100% of the contract amount shall be paid within 21 days of the delivery of the material at site after submission of tax invoices and other relevant document as per WO.

All the bills have to be certified by the Owner/Consultant and Project in Charge before making any payments.

10. Taxes and Duties

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

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

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

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

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

agrees and undertakes to furnish copy of tax challan to the Owner as proof of payment of the said tax.

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

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

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

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

It will be incumbent on part of the contractor to interpret the laws concerning taxes and duties correctly and evaluate the liabilities of taxes and duties, which are mentioned in Bill of Quantities. The Supplier shall not be entitled for any additional amount due to misinterpretation of laws regarding taxes and duties and wrong evaluation of liabilities of taxes and duties on his part.

11.Liquidity Damages

1% of supply value per week subjected to maximum of 10% of the contract value after which, Owner reserves the right to cancel this Purchase Order and get the Supply executed by other agency at your cost.

12.Approval of Drawing

Within 7 days of the date of this Purchase Order M/s. ABC TRANSFORMER LTD. shall furnish technical data sheet and full set of GA drawings for approval of Consultants Or Owner's Project In charge. After GA Drawing Approval, Supplier can start manufacturing the Transformer.

13. Escalation

The rates given in BOQ Annexure 'A' shall remain firm till the contractual delivery period of the Transformers and the Suppliers shall not be entitled to claim any extra for any reasons whatsoever. Any variation in taxes and duties by state or central government at the time of invoicing shall be charged extra as applicable.

14. Assignment and Sub-Letting

The Supplier shall not be permitted to sub-let any part of the works. The Supplier shall be holding the entire responsibility for the due performance of this Contract.

15. Sufficiency of Offer

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

16. Supply Schedule

The Suppliers shall submit a detailed supply schedule for completion of supply immediately after the receipt of this purchase order and give the Owner requirements of drawings well in Advance for work. The Suppliers is requested to get in touch with the Owner's Project-in-charge to obtain details of completion of supply, which shall have to be incorporated in the schedule. The Suppliers will also give the Owner a weekly progress of supply and submit updated schedules/status of supply progress with submission of interim bills giving details of remedial measures proposed by the Supplier to make good delays if any.

17. Inspection , Testing & statutory approvals

The Owner or his authorized representative shall have full power to inspect the drawings of any portion of the supply or examine the materials and workmanship at the supplier's works or at any place from which the materials or equipments are

obtained. Acceptance of any material or equipment shall in no way relieve the supplier of his responsibility for meeting the requirements of the specifications. Routine type tests for the various items of the supplies shall be performed at the supplier's works and test certificate furnished.

All the expenses involved in arranging the visit for inspection at factory by the inspector of MSEDCL(Maharashtra State Electricity Distribution Company Ltd.) and representative of the Owner, including all expenses (such as Travelling, Lodging and Boarding) at factory shall be in the Owner's scope. Necessary testing at factory with respect to MSEDCL's approval will be in the Suppliers scope.

Supervision charges are included in the rate and the Suppliers has to arrange the Supervisor during the commissioning of the Transformer.

Heat Run Test on one of Transformer is free.

18. Defects Liability Period / Warranty

Defects Liability Period / Warranty shall be 24 months from the date of receive the equipment from supplier.

During the defects liability period if any supply or part thereof is found to be defective on account of defects in materials or workmanship then such defects will be promptly rectified by the supplier at his own cost. If in the opinion of the Owner, such rectifications call for replacement of the defective work then the supplier shall at his own cost carry out such replacements.

19. Performance Guarantee

The Supplier guarantees the performance of equipment to the performance level specified in the Manufacturer's Catalogue in its continuous use under local conditions & in ambient temperatures at Pune. The Supplier has understood the specification of the equipment and confirm that performance of equipment in every aspect shall equal or exceed specifications laid down in the said documents & attached technical submittal sheets.

20. Documentations

Supplier shall furnish to Owner following information within Seven days of the Purchase order,

- a. Detail supply schedule showing the completion of supplies as per completion date including testing.
- b. Material order report showing detail programming for ordering of all materials and scheduling of plants / equipments.

c. Test reports of the materials etc. as and when required by the Owner.

21. Supplies to be as per Programme and Specifications

Supplier shall be responsible to carry out the supplies strictly in accordance with specifications given by architect / consultants and in accordance with the approved supply programme. In the event of the supplier's failing to do so the Owner shall give 24 hours written notice to the supplier to rectify the defects and/or take necessary measures to improve the progress of supply, the supplier failure to do so shall result in automatic cancellation of contract and the Owner shall have the right to complete the supply by appointing another agency at the entire risk and cost of supplier.

22. Supplies to be Opened for Inspections

- i) The Supplier shall provide all facilities to the Owner's representatives for inspection of the supply or any part thereof.
- ii) The Supplier shall give all information and access to Owner's representatives.
- iii) In the event of Owner requiring any documents to verify specifications or other details pertaining to any supply or part(s) thereof then the supplier shall promptly provide such documents.

23. Termination of Contract

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

24. Misdemeanour on Part of the Supplier

In the event of any misdemeanour on part of the Supplier or his involvement in unethical / corrupt practices or his attempt to unduly influence the Owner's / Consultant's personnel for any reasons whatsoever, the Owner shall have full right to terminate the contract without any notice to the supplier and forfeit all the money payable to the supplier without prejudice to any other remedy available under the terms of contract, to complete the balance supply at the risks and costs of the supplier.

25. Force Majeure

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

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

b. In case of delay or default by a government agency, local authority or statutory undertaker in carrying out supply or granting the consents and approvals in pursuance of its statutory obligations in relation to the supplies or exercise after issue of this LOI/Purchase order any statutory power which restricts the availability or use of labour or prevents delays the prospective supplier in obtaining goods, materials, fuel or energy for 30 days or beyond, the Owner shall have the right to terminate the contract with immediate effect.

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

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

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

26. ISO 14001 : 2004 & ISO 18001 : 2007

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

27.Arbitration Clause

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

The courts of jurisdiction will be at Mumbai.

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

29.Other Condition

Billing Address

M/s. KRC INFRASTRUCTURE & PROJECTS PRIVATE LTD-SEZ,
KIPL # BLDG-R4, KHARADI, S.No. 65/1, 65/2 and 65/3,
Village Kharadi,Taluka Haveli,
Pune-411014, Maharashtra

DELIVERY ADDRESS

M/s. KRC INFRASTRUCTURE & PROJECTS PRIVATE LTD-SEZ,
KIPL # BLDG-R4, KHARADI, S.No. 65/1, 65/2 and 65/3,
Village Kharadi,Taluka Haveli,
Pune-411014, Maharashtra

Contact Person: Mr.AAXX(9000000000)

A. The Tax Invoice should be in the Name of M/s. KRC INFRASTRUCTURE & PROJECTS PRIVATE LTD-SEZ

Points to be mentioned in Tax Invoices.

- a. Tax nos. like PAN, GSTIN,CIN No.
- b. Billing Company
- c. Billing Address of the Company
- d. Tax Invoice No.
- e. Bill of Supply
- f. Date of Tax Invoice/Date of Bill of Supply
- g. W O No. on Tax Invoice/Bill of Supply
- h. W O Date on Tax Invoice/Bill of Supply
- i. Building No./Wing No.

- j. Tax Invoice/Bill of Supply: Period: From##. To ###.
- k. Declaration of GST payable on reverse charge by the Company (Y/N)
- l. SAC code with description of Service in Tax invoice
- m. Place of Supply/Services in Tax Invoice
- n. Name of the State
- o. State Code
- p. Discounts in Contracts Document to be attached along with Tax Invoices.(Whichever is applicable)
 - a. Photocopy of Work Order
 - b. Photocopy of RC's of GSTIN,CIN etc.
 - c. Copy of drawing of completed works.
 - d. Copy of Debit Register (If Any)
 - e. Measurement sheet of Joint Records taken with Owner's Site Engineer/Project In charge.
 - f. GST Paid Challan (Relevant period or Previous period as the case may be)
 - g. Original + Duplicate + Triplicate for goods supply
 - h. Debit/Credit Note-Serial number of corresponding Tax Invoice as the case may be.
 - i. Declaration Certificate of the Contractor to be properly filled up by contractor on Letter head.
 - j. Declaration Certificate of the Sub-Contractor to be properly filled up by contractor on Letter head
 - k. P F Registration No.
 - l. P F paid challans.(Relevant period or Previous period as the case may be)
 - m. ECR copies of relevant PF (Relevant period or Previous period as the case may be)
 - n. ESIC Regn. No.
 - o. ESIC paid challans. (Relevant period or Previous period as the case may be)
 - p. ECR copies of relevant ESIC(Relevant period or Previous period as the case may be)
 - q. Attendance Register/Muster Roll(Relevant period - marking the employees worked at our site)
 - r. Wage Register (Relevant period - marking the employees worked at our site)
 - s. Form-11 copies of the workers working on site.

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

OR

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

30. Anti-Corruption Policy

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

(ii) The final invoice of the Vendor must be accompanied with the following certification, duly signed by the authorized signatory of the Vendor :

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

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

31. ORDER CONFIRMATION

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

32. PENALTY FOR POOR QUALITY OF WORK:

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

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

33.PENALTIES FOR EHS BREACH

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

Any correspondence prior to this purchase order shall be superseded by the terms and conditions of this purchase order. In case of discrepancies noticed in specifications at different places in documents attached with this purchase order or original tender, the most stringent shall apply.

This purchase order along with its enclosures Annexure A Technical Specifications mentioned herein below shall be deemed to be part of the contract agreement for this supply.

The bidder shall do the following tests in front of Owner's Representative (1 from Head office, 1 from site, 1 from client side)

#	Type of Test	Factory Acceptance Test	Site Acceptance Test
1	Meggering	Yes	Yes
2	High Pot Test	Yes	No
3	In-Rush Current test	Yes	No
4	Magnetic Balance Test	Yes	No
5	Open Circuit test	Yes	Yes
6	Short Circuit test	Yes	No
7	Unbalance load test	Yes	Yes
8	Step Load Test	Yes	Yes
9	Block Load Test	Yes	Yes
10	Contact Resistance Verification test	Yes	Yes
11	Winding Resistance Measurement	Yes	Yes
12	Heat Run Test	Yes	No

PACKAGE: Transformer			
×	(T&C) -Not Required		
□	(T&C) -Required		
		Testing Requirements	
Code	Testing & Commissioning Description	Factory acceptance test	Site acceptance test
E001	Pre-functional / Installation verification as per approved drawing	□	□
E002	Torque test	×	□
E003	Millivolt drop test	×	□
E004	Megger test	□	□
E005	Hi-pot test	□	×
E006	Interlock Logic verification of panels	□	□
E007	ATS logic verification	×	□
E008	ON / OFF operation of breakers	□	□
E009	Voltage measurement	□	□
E010	I/C and O/G continuity test	×	□
E011	Phase sequence verification	×	□
E012	Metering arrangement verification	□	□
E013	Energy meter parameters verification	□	□
E014	Energy meter calibration verification	×	□
E015	Energy meter BMS data verification	□	□
E016	BMS interface verification - High and Low levels	□	□
E017	EOP switch operation (if any)	×	□
E018	Thermography check of panels of load	×	□

PACKAGE: Transformer			
×	(T&C) -Not Required		
□	(T&C) -Required		
Code	Testing & Commissioning Description	Site acceptance test	Remarks
Electrical DBs			
E001	Prefunctional / Installation verification	□	

E002	Circuit verificaiton and socket testing	<input type="checkbox"/>		
E003	Cable meggering	<input type="checkbox"/>		
E004	DB meggering	<input type="checkbox"/>		
E005	ON / OFF operation of breakers	<input type="checkbox"/>		
E006	I/C and O/G contunity test	<input type="checkbox"/>		
E007	Phase sequence verification	<input type="checkbox"/>		
E008	Metering arrangement verification	<input type="checkbox"/>		
E009	Energy meter parameters verification	<input type="checkbox"/>		
E010	Energy meter calibration verification	<input type="checkbox"/>		
Earthing				
E011	Earthpit test	<input type="checkbox"/>		
E012	Earth loop verification	<input type="checkbox"/>		
Bus-duct & Bus Way Systems				
E013	Meggering	<input type="checkbox"/>		
E014	Torque test	<input type="checkbox"/>		
E015	Millivolt drop test	<input type="checkbox"/>		
E016	Thermography check of bus ways	<input type="checkbox"/>		

PACKAGE: Transformer			
<input checked="" type="checkbox"/>	(T&C) -Not Required		
<input type="checkbox"/>	(T&C) -Required		
		Testing Requirements	
Code	Description	Testing & Commissioning	Factory acceptance test
			Site acceptance test
Electrical Panels - LT PANELS / MAIN PANELS			
HT001	Pre-functional / Installation verification as per approved drawing	<input type="checkbox"/>	<input type="checkbox"/>
HT002	Torque test	<input type="checkbox"/>	<input type="checkbox"/>
HT003	Primary /Secondary Injection for HT Relays	<input type="checkbox"/>	<input type="checkbox"/>
HT004	Megger test (25kV)	<input type="checkbox"/>	<input type="checkbox"/>
HT005	HT metering verification	<input type="checkbox"/>	<input type="checkbox"/>
HT006	Pressure check of HT Breaker (SF6 or Vaccum)	<input type="checkbox"/>	<input type="checkbox"/>
HT007	Operation check of HT Panel	<input type="checkbox"/>	<input type="checkbox"/>
HT008	Control Logic Verification of HT Panel	<input type="checkbox"/>	<input type="checkbox"/>



**VOLUME 2:
SECTION 1:
TECHNICAL
SPECIFICATIONS & SCOPE
OF WORK**

TRANSFORMER DRY TYPE

22 kV / 433V DRY TYPE CAST RESIN TRANSFORMERS WITH ON LOAD TAP CHANGER

1. SCOPE

Design, manufacture, testing, supplying of 22kV / 433 Volts step down, transformer complete with all the accessories and fittings for efficient and trouble-free operation as called for in the B.O.Q.

2. CODES and STANDARD

Transformer shall Conform to Indian Standard IS: 2026-1977 (Part I to V), IS: 11171 – 1985, IEC 60076-11, ECBC (Latest as applicable) & IS: 1886 (Installation & Maintenance of Transformers). Reference to be made to latest & applicable standards as on date. Transformer Losses should be as per latest ECBC of India norms.

3. RATING & CAPACITY

Transformer shall be suitable for continuous operation and maximum capacity as given in the schedule of quantities. It shall be suitable to deliver full capacity continuously without any deration upto an ambient temperature of 45° C for indoor application and 50° C for outdoor application, at an altitude of the site of installation.

4. CONNECTIONS AND VECTOR GROUP

Delta on High Voltage side and star on low voltage side with neutral terminal brought out for solid earthing corresponding to the Vector Symbol Dyn - 11.

5. SYSTEM OF SUPPLY

3 phase, 50 Cycles, 22 kV earthed system as per Schedule of Quantities.

6. TAP CHANGING DEVICE / TAPPINGS – ON LOAD TYPE

The ON load tap changing device shall be provided on H.V. side, on circuit type, for tap position and locking arrangement at any of the tapping positions. It shall be designed for bi-directional operation and shall be of self-positioning type and shall have the range of +15% to -15%, in steps of 2.5%. Supplier to give catalogue of tap changer with quotation. The Tap changer shall be vacuum type only.

7. VOLTAGE RATIO

The transformer shall be suitable for a voltage ratio of 22kV / 433 Volts as specified in the B.O.Q.

8. IMPEDANCE

The transformer impedance shall be as per latest applicable IS Codes.

9. TEMPERATURE RISE

Continuously rated for full load, maximum temperature rise in winding not exceeding 115°C over an ambient of 50°C corresponding to Class "H" insulation at an altitude of the site of installation.

10. TYPE

Indoor type, IP33. Having tempered safety glass peep holes of not less than 450mm x 450mm along with low voltage lighting arrangement inside transformer.

11. TERMINALS

The cable box with heavy duty glands on H T side shall be suitable for 3 core XLPE cable of specified size as per Schedule of Quantities. Flanges with cable box / bus duct on LT side shall be suitable for aluminum conductor XLPE armoured cables / LT bus duct of size specified as per Schedule of Quantities. All cable glands shall be earthed.

12. COOLING

A N Cooled

13. INSULATION

Glass fiber reinforced epoxy cast resin type and class 'H' insulation.

14. EARTHING

Two earthing terminals shall be provided at the bottom on both sides.

15. FITTINGS AND ACCESSORIES

The transformer shall be complete with the following fittings:

- a. On load circuit type motorized tap change arrangement with position indicator and locking arrangement at all taps. Complete with signal from remote panel having tap position indicator. Both auto & manual operation. Alarm for tap changer stoppage between two taps, aux. supply failure and manual tap changing. Alarm for low vacuum or vacuum failure, Optional if vacuum pump required, Vacuum gauge etc.
- b. 3 nos. 150mm dial type/stem type thermometer with metal guard dial type calibrated thermometer may have maximum temperature indicator and resetting device. Winding temperature indicators shall have alarm / trip contacts and fitted in a marshaling box.
- c. Lifting lugs for all transformers.
- d. Bi-directional rollers turnable with 90 degree.
- e. Rating diagram and terminal marking plate for all transformers.
- f. Additional Neutral separately brought out on a bushing for earthing for all transformers.
- g. Earth terminals (2Nos) for body earthing for all transformers.
- h. Bushing terminations or cable box/bus duct terminations as specified.
- i. Necessary hardware clamps, lugs etc. for terminations on HV/MV etc. for all transformers.

- j. Disconnecting chamber for H.T. cable.
- k. Base channels skid type suitable for mounting on floor and plinth.
- l. Reactor type tap changers to have minimum following for on load tap changing:
 - Off local remote switch pistol grip type with lock arrangement, tap changer switch pistol grip type with auto return to neutral position.
 - Tap position indicator.
 - Motor to be bidirectional with breaking arrangement.
 - Manual tap changing arrangement with help of cranking handle.
 - Space heater with switch.
 - Dual limit switch control and power.
 - Wiring and protection.

16. RATING AND DIAGRAM PLATES

The following plates shall be fixed to transformer body in a visible position.

- a. A rating plate of weather proof material bearing the data specified in the appropriate clauses IS: 2026-1977.
- b. A diagram plate showing the internal connections and also the voltage vector relationship of the several windings in accordance with IS: 2026 – 1977 and a plan view of the transformer giving the correct physical relationship of the terminals.

17. IRON CORE

The core shall consist of grain oriented laminations which shall be insulated on both sides for low losses.

18. WINDING

High Voltage and Low Voltage windings shall be made of copper strips (foil not required) and insulation shall be class 'H'. High voltage and low voltage windings, shall be completely Vacuum Cast encapsulated. This process shall form the insulation system of uniform glass fiber epoxy laminate of highest electrical and mechanical quality, into which windings shall be voidlessly embedded. Both the high voltage and low voltage windings of each phase shall be separately cast as one rigid tubular coil.

19. ENCLOSURE

The transformer shall be housed in 2 mm thick CRCA sheet steel enclosure mounted on turnable bi-directional rollers. Enclosure shall be provided with metal screen with hood at top and bottom for ventilation. Degree of protection of enclosure shall be IP-33. Transformer enclosure/doors shall be openable type and shall be provided with limit switches and wired accordingly to trip the HT Breaker if the same is opened when the transformer is ON. Doors to have minimum 450x450mm tempered safety glass doors along with low voltage light for inside transformer.

20. DRAWINGS AND LEAFLETS

Three copies of manual giving complete instructions for the installation, operation and maintenance with circuit diagram, foundation and trenching details shall be provided with the transformer.

21. MAXIMUM ALLOWABLE POWER TRANSFORMER LOSSES

Maximum allowable No load and load losses for Dry type distribution transformers with highest voltage for equipment shall be as per latest ECBC of Indian code or less. Transformers to meet all the requirement of latest ECBC of India.

22. TESTS

The transformer shall be subjected to the following routine tests at the manufacturer's works before dispatch.

- a. Measurement of winding resistance for each tap position.
- b. Voltage ratio, polarity and phase relationship.
- c. Measurement of impedance voltage/short circuit impedance.
- d. Full load losses at principal tap.
- e. No load losses and no load current.
- f. Induced over voltage withstand (DVDF test).
- g. Separate source voltage withstand.
- h. Partial discharge 25PC upto 1.2 times the rated voltage.
- i. Heat run test of one transformer the quoted rate for the transformer shall include all routine tests to be carried out at the manufacturer's works and all routine tests to be carried out at site as per specifications.
- j. High voltage power frequency test at 28KV.
- k. All tests on tap changer.

- I. Confirmation of vector group DY11.
23. Corona protection the transformer. Winding and connections are to be protected against corona discharge and damages due to this on long term basis. Transformer manufacturer to give details for this protection.
24. Transformer supplier to give I^2t factors at principal tap for 22KV fault level of 750MVA and from infinite bus capacity at 22KV side along with inverse time relay settings recommendation on IDMT relay.

Pre commissioning Tests.

- 1) General inspection
 - a) Control and relay panels, etc.
 - b) Junction boxes and marshalling kiosks.
- 2) Secondary injection on all transformer protection relays.
- 3) Primary injection
 - a) Tests on operation and stability of earth (also to be repeated fault, standby earth fault relays, on low tests) at the end of all other commissioning voltage side.
 - b) Tests on overcurrent and relays on low voltage side.
 - c) Tests on operation and stability of earthfault relays on low voltage side.
 - d) Tests on operation of standby earth fault relay on low voltage side.
 - e) Tests on overcurrent relay on high voltage side (when current transformers are not in transformer bushings).
 - f) Voltage compensation.
- 4) Ratio tests
 - a) With 433V applied on high-voltage side, measure the voltage between all phases on the low-voltage side for every tap position.

b) To check phasing, measure volts:

A to a, b and c

B to a, b and c

C to a, b and c

corresponding

Where A, B and C (or R, Y, B) are the terminals of three phases on high voltage side and a, b and c are the

terminals on low voltage side.

c) Magnetic balance test.

5) Tripping tests

a) High voltage.

b) Low voltage.

c) Inter-tripping tests.

d) Winding temperature trips.

6) Calibrate earthing resistance

7) Tap changing tests to check mechanism, Indication, buzzer, lamp, etc.

8) Insulation tests

a) On high and low voltage windings.

circuits,

b) On current and voltage transformers, etc.

9) See that neutral earthing switches/connections are closed before making live connections.

- 10) Check Transformers
 - a) For Transformer in a bank on equal taps before switching in
 - b) For Transformers in a parallel

- 11) Load tests
 - a) Voltmeter, ammeters, etc., on both high and low voltage sides.

 - b) Overcurrent.
 - c) No spill in high voltage starpoint.
 - d) No creeping of contacts on both high and low voltage earthfault relays.
 - e) Voltage on relays.

- 12) Advice control of any new Equipment commissioned.

- 13) Low voltage excitation current.

- 14) Single – phase, magnetic balance test.

The power frequency test voltage for the secondary winding shall be 2.5kV R.M.S. The transformer shall be charged only after the tests are conducted and approval of local authorities is obtained.

TECHNICAL DATA SHEETS

1. Data sheet for Transformers

S.NO. SHORT DESCRIPTION

Bidder's Data

1.0	Make	-
2.0	Service / Duty	-
3.0	Type	
	a. Dry Type	
4.0	Installation	
	a. Indoor	
5.0	Protection class of enclosure (IP Rating)	-
6.0	kVA rating (As per IS:2026)	-
	a. @45°C Ambient for Indoor Type	
	b. @50°C Ambient for Outdoor Type	
7.0	Rated voltage	
	a. HV	-
	b. LV	-

8.0	Rated frequency (Hz)	-
9.0	Max. Temperature Rise	-
10.0	Connections	
	a. HV	-
	b. LV	-
11.0	Tapping	
	a. Range	-
	b. Tap Steps	-
12.0	Tap Changing Mechanism	
	a. With OLTC	
13.0	No load loss on rated voltage & frequency (Watt)	-
14.0	Load loss at rated voltage	-
15.0	Type of cooling	-
16.0	Insulation class	-
17.0	Terminal arrangement (Cable box/ Bus ducts)	
	a. HV	-

- b. LV -

- 18.0 Impedance -

- 19.0 Total weight of transformer
 - a. Wt. of copper Winding -
 - b. Wt. of Tank & fittings -
 - c. Total Weight. -

- 20.0 Overall dimensions of the transformers
 - a. Length (mm) -
 - b. Width (mm) -
 - c. Height (mm) -

- 21.0 Applicable standard -

- 22.0 Regulation of Transformer
 - a. At 0.8 power factor -
 - b. At unit power factor -

- 23.0 Foundation Detail -

- 24.0 Efficiencies at unit power factor and 0.8 power factor at 100%, 75%, 60% and 50% load.

- a. At Unit Power Factor
 - (i) At 100% load -
 - (ii) At 75% load -
 - (iii) At 60% load -
 - (iv) At 50% load -

- b. At 0.8 Power Factor
 - (i) At 100% load -
 - (ii) At 75% load -
 - (iii) At 60% load -
 - (iv) At 50% load -

- 25.0 Load at which maximum efficiency occurs -

- 26.0 Maximum efficiency at above load.-

- 27.0 Neutral current of transformer for restricted earth fault protection. -

- 28.0 Fitting and accessories -
(Furnish a Complete list)

LIST OF APPROVED MAKES

Sl. No.	EQUIPMENT/MATERIAL	APPROVED MANUFACTURER
1	On Load Tap Changer	: a. MR (Germany)