

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/2022-23/K265 date: 02May 2022

**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/2022-23/K264 date: 02May 2022

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 biddocuments to him, then this office shall consider that the bid documents complete in all respects have been received by the bidder.

Issued by:-

Name : Nitin Chunarkar
Designation : General Manager
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/ Ajit Pujari
Phone : +91-022 65096000 / Dir: 022 6509 6258
Email : pawarv@kraheja.com /
apujari@kraheja.com
Date : 02nd May 2022

**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/2022-23/K265 date: 02May 2022
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	Nitin Chunarkar General Manager Address: Raheja Tower, Plot No: C-30, G Block, Next to Bank of Baroda, Bandra Kurla Complex, Bandra (E), Mumbai – 400051, Maharashtra, India Email: nchunarkar@kraheja.com
9	Contact Person & Email Address for RFP Queries	Mr. Vinayak Pawar / Mr. Ajit Pujari

Sr. No.	Description
	Email Address: pawary@kraheja.com / apujari@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	02 May 2022
2	Pre- Bid Queries from interested bidders	7th May2022
3	Response to the Bidder's queries	10 th May 2022
4	Submission of Technical Bids	12 th May 2022
5	Opening of the Technical Bids	16 th May 2022 by 16:00 hrs
6	Declaration of Technically qualified bidders	16 th May 2022 by 17:30 hrs.
7	Mandatory Training to Technically qualified bidders regarding "ARIBA" portal of KRC	17 th May 2022
8	Training regarding E- Reverse Auction	18 th May 2022
9	Submission of the Price bids online through "ARIBA" portal of KRC	20 rd May 2022 from 11:00hrs to 13:00 Hrs.
10	E- Reverse Auction	20 rd May 2022 from 15:00hrs to 16:00 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/ Ajit Pujari, K Raheja Corp, Gigaplex IT Park, 9th Floor, Building No. 9, Mindspace Airoli (West), Navi Mumbai – 400708

**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 assure, 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 byway 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	2019-20	2020-21	2021-22	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	Owner / Organization	Value of work in Rs lakh at completion	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/2022-23/_____date: 02nd May 2022

Date:

To,

The General Manager,
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

PERFORMANCE BANK GUARANTEE FORMAT in Volume II

Format G

ADVANCE BANK GUARANTEE FORMAT in Volume II

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. _____

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

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 Guarantees 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/HeadOffice 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/s..... on 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)

.....

..... (Name)

.....

(Signature)

.....

(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 theBank 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 G-1 Project at M/s. KRC INFRASTRUCTURE & PROJECTS PRIVATE LTD-SEZ, KIPL # BLDG-G1, KHARADI, S.No. 65/1, 65/2 and 65/3, Village Kharadi, Taluka Haveli, Pune- 411014, Maharashtra with the following terms and conditions.

Reference: Your Final offer Through Email and Subsequent Discussion had with you

Dear Sir,

We are pleased to place an order for following services subject to terms & conditions stated in this order.

DEFINITIONS

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

Contractor/Vendor/You/Yours means: M/s. ABC INDIA PVT LTD

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.

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.

The Supplier/Manufacturer agrees to provide the acknowledged copy of RFD 11 with Bond along with Bank Guarantee or Letter of Undertaking.

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.

The Supplier/Manufacturer agrees to provide the tax invoice with the Below given either of the below given endorsement:

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

Supply to SEZ Developer for authorized operations under bond or letter of Undertaking without payment of integrated tax.

OR

Supply to SEZ Developer for authorized operations on payment of integrated tax.

Project Manager/Engineer in Charge/Engineer: shall mean the person designated as such by the Owner and shall include those who are expressly authorized by him to act for and on his behalf for Operation of the Contract.

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.

GENERAL CONDITIONS OF CONTRACT

SCOPE OF WORK & ALL INCLUSIVE RATES

The Contract Scope of Work comprises Material (if any in Contractor's scope) pertaining to this Contract (except Owner's supply Material), Labour Service for the Works required for administering and executing all works whether of a temporary or permanent nature as shown in the "Good for Construction" drawings & any further modification thereto, Technical Specifications and Terms & Conditions, Description in Bill of Quantities (BOQ) in Annexure complete in all respects including maintenance during defects liability period.

The Contractor should inspect the source of material, their quality, quantity and availability. The material must strictly comply with the relevant I.S. specifications.

The rates of various items to be executed shall be as per the BOQ enclosed herewith this Contract. The payment will be made as per actual quantities of the works carried out as per working drawings and jointly measured and certified by Owner Project Engineer in charge/Chief Engineer.

All Inclusive Rates

Rates for various items of work shall be as given in the BOQ enclosed with this Work Order are 'all inclusive'. These are inclusive of all taxes and duties, royalty, Insurance, metal scaffolding (if required), PF, ESIC, Workmen policy, labour welfare cess, daily housekeeping, transportation, loading & unloading, lifting & shifting of Material at required place (Material Lift / Hoist, Material Platform, Metal Scaffolding if required will be in Contractor's Scope), mathadi charges (if applicable), debris shifting & disposal (at specified location) etc. and all other charges and surcharges applicable as of date of work order. (For SEZ Project, all supplies will be zero rated supplies as per GST Law.) Only CAR policy will be taken by Owner.

The item rates given in BOQ shall be deemed to be also inclusive of pertaining to Contractor's scope of work,

Cost of transportation of all materials and equipment's required to complete the work in all respects to the site, including their handling loading and unloading etc. whenever required, including cost of packing and transit insurance and temporary Godowns. Mathadi charges (if applicable) for loading, unloading, shall be included in rates.

Cost of shifting and storing of materials as many numbers of times and in as many batches as may be required, safe custody of material, machineries, and equipment's during the currency of the contract.

Cost of all material, labour, tools, tackles, plants, equipment's, scaffolding, supporting or any other implements etc. as may be required to complete the work in all respects. Contractor shall be allowed to remove such implements after satisfactory completion of work.

Cost of supervisory staff and all other manpower as are required to fulfil all obligations under this contract, including all direct, indirect, incidental cost of employing such manpower and cost of all the preparatory works required to complete the work successfully.

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

Cost of wastage, breakages and cost of protecting Works from any damage, pilferage or loss, etc. till the time Works are handed over to the Owner.

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

Cost of carrying out tests as are required to validate/verify design calculations and other performance parameters specified under this Contract including cost of carrying out various tests as may be required from time to time to ascertain that Works is carried out as per specifications and that materials used are as per approved standards/quality.

Cost of insurance of all the workers employed by the Contractor, as per the applicable laws.

All the works to be carried out under this work order shall be fully insured by Contractor up to completion of the work, during which Contractor shall indemnify and save harmless the Owner from any loss or any charges or suits or legal action brought against them on account of any injury to or damage or loss of property of Owner or of any third party caused directly or indirectly due to work to be carried by the Contractor.

All the workers employed by Contractor shall be insured by Contractor who shall indemnify and save harmless the Owner from any injury or damage or loss of property caused directly or indirectly due to work carried by Contractor.

Cost of clearing the Project site to the entire satisfaction of the Consultants/Owner and the Consultant as and when directed by the Owner/Consultant after satisfactory completion of the scope of Works, as set-out in the Work Order. All the packing material and other waste resulting from this Works including debris shall be removed by the Contractor from the Project site as and when required and site shall be kept clean during and till completion of Works, to the satisfaction of the Owner.

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

The Contractor shall observe all precautionary safety rules and laws in force for carrying out the works and obtain all necessary permissions from Government and Local authorities in confirmation of having carried out the work in accordance with the conditions of building permissions and fire safety codes and regulations.

Setting out of work shall be done by the Contractor at his own cost.

The Contractor at his own expense shall provide necessary health and medical facilities for all his staff & labours

Cost of preparation of 'As Installed/Built drawings - 5 sets each (If applicable).

Cost of rectifying defective works.

All applicable taxes in relation to this Work Order (whether on or off the Project site).

All overhead costs (whether on or off the Project site).

The Contractor shall be paid only for the completed items.

For all matters pertaining to this Work Order including certification of measurements, approval of materials and approval of Works and shop drawings, the Owner shall nominate its representative in writing to the Contractor. In the absence of such nomination by the Owner, the authority for certification / approval of all the matters pertaining to this Contract shall rest only with the Owner's Project in Charge ("Project Manager"). Certification by any other personnel/entity, should be deemed as invalid and will not be entitled for any payment against such Work or material certified at Project site.

The Contractor shall cooperate and coordinate with the main building Contractor, Consultant, Project Manager and other third party consultants appointed by the Owner to the maximum possible extent in accordance with the advice of the Project architect and Project Engineer, as appointed by the Owner.

The possession of the Project site shall under all circumstances and at all times be with the Owner. The Contractor shall be given a mere temporary access to the Project site, in order to complete the scope of Works. The Owner may at any time remove or

cause to be removed any of the Contractor's articles, things, construction plant, personnel or labour with prior notice to the Contractor. This shall not in any manner affect the Contractor's liabilities and obligations in respect of the Works. Owner reserves the right to add, to omit & to alter the work shown on the GFC drawings and described in the schedule of rates in this agreement and this shall not invalidate the Contract.

The Contractor shall be required to inspect and test the systems, installations whenever required by the Owner till completion of Project, at the Contractor's costs.

DATE OF COMMENCEMENT & COMPLETION

The work will commence from the date of work order or as stipulated by the Engineer-In-Charge and shall be completed as per the schedule approved by the Project Engineer in Charge.

Project Duration: As mentioned in Special Conditions

TERMS OF PAYMENT

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

Note: If the Contractor's representative does not remain present for the joint measurements, the Contractor will be required to accept the measurements/levels recorded by the Owners Engineer in Charge and no claims will be accepted on this account.

RECEIPT OF TAX INVOICE

- i. Monthly/ Milestone RA Tax Invoice shall be sent to the Engineer-in-charge at site. The Tax Invoice shall be accepted only when required Documents (complete in all respects) are attached with it. Tax Invoice shall be submitted in triplicate along with all the attachments.
- ii. Every Tax Invoice shall have Contractor's PAN Number, GST Number (PAN based) PF Number, ESIC number.
- iii. One copy will be returned to Contractor with Due acknowledgement.

E.M.D., Performance Security Deposit (if any) and Retention Money will not bear any interest whatsoever.

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

"The Owner deserves the right to carryout Bill Discounting for Bill values above Rs. 5 Lacs through Owner's nominated Bank. The Charges for Bill Discounting will be borne by Owner".

BILLING

The Contractor shall submit every month / after the completion of each milestone a Tax Invoice in the format approved by the Owner, in triplicate, to the Engineer-in-Charge of the work giving abstract and detailed measurements for the various items of work executed during the month/execution of that milestone. The Contractor shall provide issue / return statement for materials with every Tax Invoice.

The Owner shall effect payment as per the payment terms mentioned in special condition of Contract.

- a) Numbering of bills: All Bills will be Running Bills serially numbered as RA-1, RA-2, etc.
- b) The Bill should have 3 columns for the amount viz. Work done (previous bill), Work done (present bill), Work done (cumulative-till date)
- c) All Running Bills should mention Gross value as per this Work Order in the first line.

HSN Code

As per Notification No-78/2020 dtd.15.10.20, w.e.f. 01.04.21 it is mandatory to mention 6 digits of HSN Code for a registered person having aggregate turnover more than five crores rupees in the previous financial year.

Accordingly, Contractor/Vendor are requested to submit the Tax Invoice.

PROCEDURE FOR SUBMISSION OF R.A.BILL

The Tax Invoice should be in the name of M/s. _____ (Name of Owner)

Registered office at _____ (Address of Owner)

The Joint Measurements recorded with our Site Engineer and certified by our Project In-charge shall be attached along with every Running Bill.

Points to be mentioned in Tax Invoices. (Whichever is applicable)

Tax nos. like PAN, GSTIN, CIN No.

Billing Company

Billing Address of the Company

Tax Invoice No.

Bill of Supply

Date of Tax Invoice/Date of Bill of Supply

W O No. on Tax Invoice/Bill of Supply

W O Date on Tax Invoice/Bill of Supply

Building No. / Wing No.

Tax Invoice/Bill of Supply: Period: From..... To

Declaration of GST payable on reverse charge by the Company (Y/N)

SAC/HSN code with description of Service in Tax invoice

Place of Supply/Services in Tax Invoice

Name of the State

State Code

Discounts in Contracts

Document to be attached along with Tax Invoices. (Whichever is applicable)

Photocopy of Contract

Photocopy of RC's of GSTIN, CIN etc.

Copy of drawing of completed works.

Copy of Debit Register (If Any)

Measurement sheet of Joint Records taken with Owner's Site Engineer/Project In charge.

GST Paid Challan (Relevant period or Previous period as the case may be)

Original + Duplicate Tax Invoice for Service.

Debit/Credit Note-Serial number of corresponding Tax Invoice as the case may be.

Declaration Certificate of the Contractor to be properly filled up by Contractor on Letter head.

Declaration Certificate of the Sub-Contractor to be properly filled up by Contractor on Letter head

P F Registration Number

P F paid challans. (Relevant period or previous period as the case may be)

ECR copies of relevant PF (Relevant period or previous period as the case may be)

ESIC Registration Number

ESIC paid challans. (Relevant period or previous period as the case may be)

ECR copies of relevant ESIC (Relevant period or previous period as the case may be)

Muster Roll cum Wages Register - Form II as per Minimum wages Act.

Form-11 copies of the workers working on site.

Register of Building Workers - Form IX - As per BOCW Act.

LWF Payment Receipt (Jun & Dec) or as per Periodicity.

ENDORSEMENT TO BE MENTIONED ON SEZ INVOICE (Applicable For SEZ project)

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

Tax Invoice should be in Standard Format & duly signed by Contractor and shall be in typed form. Handwritten tax invoice will not be accepted.

The measurement for the work should be as mentioned in BOQ.

After checking of the Tax Invoice if any corrections are noticed then Contractor shall replace the tax invoice with corrections or shall accept the corrections by signing on bills for acceptance.

Contractor shall ensure while submitting the First Running Account bill that the acknowledged Copy of Contract is attached with the First RA Bill, which shall be duly acknowledged/Signed by its authorized Signatory.

Further if the original Contract is amended, the Contractor shall once again shall the subsequent RA /Final Bills along with the attested copy of acknowledged copy of amended order.

Additional Points for Bill submission

All final tax invoices submitted via Email/ARIBA will need to be digitally signed by the Contractor / Vendor. Invoices received digitally without a valid digital signature will be rejected. If digital signatures are not possible, invoices will need to be submitted physically/via courier to the central mailroom (details mentioned below) In case of digitally signed invoices, Contractor / Vendor to submit 1 invoice per email (to be sent to: mailroom@kraheja.com)

Central mailroom details:

S r . N o .	T o p i c	P u r p o s e	Details
1	M a i l r o o m A d d r e s s	T o r e c e i v e p h y s i c a l i n v o i c e s f o	Central Mailro o m, 9th Floor, Building Number 9, Gigaplex IT Park, MIDC, Plot No 1 I.T.5, Airoli Knowled ge Park Rd, TTC Industria l Area, Airoli, Navi Mumbai, Maharas htra 400708

		r s c a n n i n g	
2	M a i l r o o m E m a i l I D	T o r e c e i v e d i g i t a l i n v o i c e s f o r s c a n n i n g	mailroo m@krah eja.com

Each invoice submitted by the Contractor / Vendor can be referenced to only 1 Order. (materials/services requested under multiple orders cannot be clubbed into a single invoice)

Each invoice submitted by the Contractor / Vendor can be referenced to only 1 building/site & 1 department (materials/services requested under multiple buildings/sites & departments cannot be clubbed into a single invoice)

Final tax invoices should be received at the central mailroom not more than 5 days after the invoice date. Additionally, for service invoices, the invoice date cannot be before the SES2 (Service Entry Sheet 2) confirmation date from Owner/Client/Employer.

Contractor / Vendor to adhere to the compliance document submission checklist during invoice submission

Contractor / Vendor to provide building/site reference on the line items (applicable for facilities invoices)

Contractor / Vendor to provide final tax invoices with order reference (invoices without order reference will not be accepted)

Contractor / Vendor to submit invoice in line with the standard invoice formats

For service invoices, Contractor / Vendor to generate & submit final invoice to central mailroom with a unique case ID reference (unique case ID will be shared with the vendors once SES confirmation is provided by the Owner team)

Contractor / Vendor to address all queries to the query management team via emails (AP helpdesk): aphelpdesk@kraheja.com (mandatory to mention the invoice number in the email subject)

TAXES AND DUTIES / GST RELATED CLAUSES

The Contractor shall be fully responsible for any default / evasion of statutory taxes such as GST, Entry Tax, PF compliances, ESIC, etc. and shall fully indemnify the Owner on such account. The liability arising out of such default / evasion will be fully recovered by the Owner from the Contract sum or any other amount due to the Contractor. The Owner reserves the right to forthwith terminate the Contract and to appoint another Contractor if the Work is stopped by the Statutory/Tax/Government/Legal Authorities and or the Contractor cannot work/perform/execute/deliver the Works as its machinery/equipment/plant/tools/tackles etc. are confiscated/attached/an order for such attachment is passed by any judicial or quasi-judicial forum. In such situation, the loss due to delay in completion and the additional cost due to appointment of another Contractor will be recovered from the Contractor and/or adjusted from the payments due to the Contractor.

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"):

a. The Contractor shall be liable to pay GST to the concerned government authorities, as may be applicable in respect of the Work Order. 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 the Order Value

b. 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.

c. The parties hereto agree that the frequency of raising and furnishing tax invoice by the Contractor shall be as per the milestone agreed in Clause / Para ---- of this document.

d. 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.

e. The Contractor agrees and undertakes that it shall take requisite steps such that there is no mismatch under GSTN in respect of the tax invoices 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.

f. 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. Payment for invoices shall be due as per milestones and timelines specifically defined in this document

DEFECTS LIABILITY PERIOD (DLP)

When in the opinion of the Owner's PM, the works are completed, he shall forthwith issue a certificate to that effect and virtual completion of the works shall be deemed for the purpose of this Work Order to have taken place on the day named in such certificate.

The Contractor shall be responsible for rectification of defects for a period of 12 months from the certified date of completion. This period of 12 months shall be known as Defect Liability Period for free maintenance and repairs. Subsequent to the taking over of the building and after it has been in use its maintenance would be the responsibility of the Contractor for 12 months. Any defect or failures in materials, quality, workmanship, provision of service and performance during this period shall be rectified by the Contractor, as per the time schedule given by the Project in Charge/Facility team of the Owner. The Contractor shall submit the rectification plan to the Project in Charge/ Facility team of the Owner for their approval.

To the intent that, the work shall as practicable free from fair wear and tear, the decision/opinion of the Owner's PM, however as to the necessity of repairs shall be binding on the Contractor, wherever found necessary.

In any case of default on the part of the Contractor to rectify the defects during the defect liability period, the Owner shall be entitled to carry out the necessary repairs through any other agency at the risk and cost of the Contractor & Contractor shall be liable to pay the Owner, an amount equivalent to 1.5 times the actual cost of expenses incurred by the Owner in rectifying the defects. The decision of the Owner's PM as the amount of expenses incurred in carrying out the repairs consequent thereon or incidental there to shall be final and binding on the Contractor.

The Contractor shall forthwith on demand pay to Owner the amount of such costs sustained or the Owner's PM shall be entitled to deduct the same from any amount which may then be payable or which may thereafter become payable to the Contractor either in respect of said work or any other work whatsoever or from the amount of Retention Money retained.

All works referred shall be executed by the Contractor at his cost if the necessity there of is in the opinion of the Owner's PM is due to;

- (i) Use of materials, plant and workmanship not in accordance with the Work Order.
- (ii) Where the Contractor is responsible for design and any fault in such design.
- (iii) The neglect or failure on the part of Contractor to comply with any obligation expressed or implied on the Contractors part under the Work Order.

The Contractor shall remain responsible for the entire system/works and shall remain liable for all such works during the defects liability period for smooth functioning of the entire system, during which any repair/rectifications or replacement as may be required shall be carried by the Contractor without any cost to the Owner.

DELAYS IN COMMENCEMENT & LIQUIDATED DAMAGES

The Contractor shall not be entitled to any compensation, discount, waiver for any loss suffered by it on account of delays in commencing or executing the scope of Works, whatever the cause for such delays may be, including delays in procuring government controlled or other materials.

If the Contractor shall fail to achieve completion of the Works within the time prescribed under Clause 2 (Clause "Date Of Commencement & Completion" under General Conditions of Contract) hereof, for any reason whatsoever except Force Majeure conditions as stipulated in clause 32 (under GCC) herein below then the Contractor shall pay to the Owner, the sum at the rate of 0.5% (Point five percent) of value of the contract per week subject to a maximum of 5% (Five percent) of the total contract value as reasonable pre-estimated genuine agreed liquidated damages for such delay and default (not as a penalty) until the date of certification of completion of the Works. The Owner may, without prejudice to any other method of recovery, deduct the amount of such reasonable pre-estimated genuine agreed liquidated damages from any monies in its hands, due or which may become due to the Contractor. The payment or deduction of such reasonable pre-estimated genuine agreed liquidated damages shall not relieve the Contractor from its obligation to

complete the Works or from any other of its obligations and liabilities under the Contract. The Contractor shall pay to the Owner as liquidated damages, as stipulated above, subject to maximum of 5% of the total Contract value. The Contractor recognizes and acknowledges that the Owner would suffer substantial losses and damage, if there is a delay in the execution of the Works in as much as the Owner will not be able to carry out its business thereat until the Works are completed.

QUANTUM OF WORK

A schedule of approximate quantities for various items accompanies this Contract BOQ. It shall be definitely understood that the Project Manager/ Owner do not accept any responsibility for the correctness or completeness of this schedule in respect of items, quantities and this schedule is liable to alteration by deletions, deductions, or addition to any extent at the discretion of the Project Manager/Owner without affecting the contains & provision under this contract.

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

The owner reserves the right to increase or decrease the quantum of work to any extent at site without assigning any reason/ compensation. The owner also reserves the right to split the contract if deemed fit.

ESCALATION

The prices shall remain escalation free till the completion of the Project and no escalation in the rates of items shall be applicable for any reasons whatsoever. This clause to be read in conjunction with base rate clause (clause "Price adjustment for the Contractor supplied material" under Special Conditions of Contract/SCC), if any. This shall be an item rate contract, and the Parties have agreed that the prices as per the final BOQ shall form the contract price. The item rates shall not be subject to any adjustment on account of variations in wage rates, prices of material or any other costs except where specific provisions have been made in this Contract.

EXTRA ITEMS - NON TENDER ITEMS

Rates for extras items/work as may be ordered shall be determined by the Project Manager/Owner as follows:

a) The rate of extra item shall be submitted by Contractor for the approval of Project Engineer in Charge before execution of work. The same shall be confirmed by Project Engineer in Charge. However the Contractor shall not hold or delay execution of such works, pending finalization of rates.

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

c) In case the rate of the item cannot be derived from similar item, then in such case the actual cost of the item as per market rates plus 15% (towards Contractor's profit, plant, machinery, tools, supervision, overheads) shall be paid. Contractor shall furnish all necessary documents / tax invoices if required by the Project Engineer in

d) For extra items Contractors shall get the instructions including verbal instructions confirmed in writing from Engineer in charge before executing the work and keep proper record of same.

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

LIABILITY OF COSTS DUE TO DEFECTS

The Contractor shall remain responsible for the proper execution of the work and adherence to drawings & the specifications of the contract. Any costs arising due to the defective works carried out by the Contractor in the opinion of the Engineer In Charge or due to rectification of such defective works during the currency of the contract or during DLP or during the period of guarantee, shall be made good by the Contractor at its own cost. Wherever the Contractor is not in a position to carry out the rectification(s) and make good the same arising due to defective works or rectification thereof may be made good by the Owner by engaging any other agency/agencies and the cost incurred on the same including the cost of material used therein shall be payable by the Contractor to the Owner. In this regard the Contractor's liability to bear the cost shall be absolute and permanent till the time.

APPROVAL OF SAMPLES & MATERIAL MAKES

The Contractor shall bring the material as per the approved "makes" as mentioned in the BOQ or elsewhere mentioned in the work order. In case of non-availability of a particular material, the Contractor must well in advance inform the Project Manager in writing so that the Owner can explore other options.

The Contractor shall state the reasons for non-availability and must also quote for the alternate option for that particular material along with the technical literature & costing details, for approval of Owner / Project Manager. The alternate material must be procured only after written permission of the Project Manager. In case the Contractor brings the non-approved material at site without complying with the above condition, Owner reserves the right to reject such materials at the risk and cost of the Contractor.

Sample of each activity shall be done and got approved from Project Manager by the Contractor before commencement of work.

If required by the Project Manager, Contractor shall prepare sample boards of approved materials and display at site.

CLARIFICATIONS OR AMBIGUITY

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

OCCUPATION IN PART / POSSESSION PRIOR TO COMPLETION

The Owner shall have the right to take possession of or use any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the Contract agreement.

ASSIGNMENT AND SUB-CONTRACTING

Assignment

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

Sub-Contractors

The Contractor shall not sub-contract the Contract or any part thereof without obtaining the prior written consent of the Owner and such consent, if given, shall not relieve the Contractor from any liability or obligation under the Contract. The Contractor shall always be principally responsible and liable for the acts or omission of acts, defaults and neglects of the sub-Contractor, his agents, employees or workmen as fully as if they were the acts or omission of acts, defaults or neglects of the Contractor with respect to the scope of Works and all liabilities thereunder including payment of taxes.

CO-OPERATION WITH OTHER CONTRACTOR

Contractor will have to co-operate with all the nominated sub-Contractors by the owner.

SAFETY PRECAUTIONS

The Contractor shall observe all necessary safety measures and precautions to safeguard its personnel, plant, machinery, equipment's at go-downs and completed works at Project site to ensure full compliance with applicable health and safety laws. The Contractor shall remain solely liable for any actions, claims, compensation, damages, losses, and penalty, arising out of non-compliance of such safety precautions and agree to indemnify the Owner and keep the Owner indemnified from any such actions, claims, compensation, damages, losses and penalty arising therefrom.

The Contractor shall provide necessary PPE required for their activity at Project site. The following PPE has to be available at Project site for workers:

- a) Safety helmet for all workers;
- b) Safety shoes for all workers;
- c) Safety gloves for all workers;
- d) Safety full body harness for workers working at heights.
- e) Safety goggles and welding shield for gas cutting and welding operations;
- f) Ear plugs for workers working at noisy area;

g) Safety apron and face mask for workers working at chemical and dust polluted areas.

h) By considering present Covid-19 situation, the Contractor shall provide construction programme viz. Detailed Mobilization Plan, Manpower Histogram/ Requirement to complete the work to complete the work in schedule.

i) Safety Measures: The Contractor shall comply with the local guidelines set out by the Government to take care of Health of workers. The Contractor shall provide necessary liquid soap, Hand Sanitizers, Face masks, etc. to the workers. Thermal screening of labours to be done before entering the site (available at entry on KRC site for all labours/ staff). Social distancing to be maintained as per Govt. norms. Labour colony to be maintained clean and hygienic by frequent sanitisation / disinfection. The rate shall include all the above and no additional payment shall be payable in this regard

The Contractor shall appoint safety supervisor if the value of Works exceeds Rs.50,00,000/- (Rupees Fifty Lakhs Only) or if the workers strength is more than 250. Qualified safety officer shall be employed if the workers strength is more than 500 as per the BOCW Act.

SAFETY BREACH

The Contractor shall organize its operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents on the Project site to both, persons and property. The same is applicable to its sub-Contractor/s, agents if any. Any accident taking place during the tenure of this Contract , causing any injury to the life of any individual shall be treated as breach of provisions of the safety clause of this Work Order and the Contractor will be liable for any costs, damages, compensation, penalty (by whatever name called) arising therefrom. In addition, the Owner shall be entitled to recover following amounts on the occurrence of any of the above events:

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

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

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

Owner shall impose from the Contractor, an amount of Rs.1,00,000/- (Rupees One Lac Only) per accident causing loss of life.

It is hereby expressly clarified that notwithstanding anything contained herein, the Owner shall not be liable (either civil or criminal in nature) for or in respect of any damages, penalty or compensation payable as per law in respect of or in consequence of any accident or injury to or death of any workmen or other person in the employment of the Contractor or the sub-Contractor.

PENALTY CLAUSES

19.1 PENALTY FOR POOR QUALITY OF WORK

Penalties for defective work of a repairable nature shall be deducted from the Contractor's payments. On rectification of defect and certification regarding the same by Owner's Engineer, this penalty shall be released. Should the defect be of an irreparable nature, then penalty so charged shall not be released. For quality defects arising due to improper supervision, poor workmanship, poor materials etc leading to irreparable defects, Owner's Project Manager/Engineer shall impose a fine on the Contractor of Rs.8000/- (Rs. Eight Thousand Only) per instant. These defects need to be attended on urgent basis within 24 Hours or as per the timelines agreed mutually by the Contractor and Owner's Engineer, to prevent further levy of penalties as per the discretion of Project in charge. The timelines and priorities for defect rectification must be identified and the rectifications must be carried out by the Contractor as instructed and agreed by the Owner's Engineer. The decision of Project in charge will be final & binding on the Contractor. If the Contractor delays in rectifying the defects as per agreed schedule, the withheld amounts towards penalty shall not be released.

19.2 PENALTIES FOR EHS BREACH

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

ENVIRONMENTAL PRECAUTIONS

The Contractor shall comply with all applicable environmental laws and observe all necessary precautions and take all necessary measures to ensure that Contractor's personnel, workers, sub-contractors or suppliers as well as equipment and vehicles, strictly abide by all environmental norms including norms regarding emission levels and noise levels as laid down by the statutory authorities. All the vehicles coming in the Project site on behalf of the Contractor shall have valid registration/permits and PUC Certificates, under the applicable laws. The drivers of vehicles shall have valid driving licenses. The Contractor will be solely liable for all compliances, regarding disposal or treatment of all types of waste matter, generated during the course of undertaking the scope of Works, including complying with necessary filings, as required under provisions of applicable laws and shall be entirely responsible for any claims, damages, compensation or penalties, arising due to non-compliance and non-observance of the provisions of law. The Contractor agrees to indemnify and keep the Owner indemnified from any and all claims, damages, compensation, losses or penalties as a result of Contractor's non-compliance of the said statutory requirements.

ISO 14001 : 2015, ISO 45001 : 2018 and ISO 9001 : 2015

The owner has committed for Environmental, Occupational Health & Safety aspects in design & construction of all its activities, products & services. The owner is registered under ISO 14001: 2015 for Environmental Management System & under ISO 45001:2018 for Occupational Health & Safety Management System and under ISO

9001: 2015 for quality management system. Hence the Contractor must follow provisions of ISO 14001: 2015 & ISO 45001-2018 and under ISO 9001: 2015 along with the owner's manual which is kept at site, the cost of which is deemed to be included in the agreed price.

LABOUR LAWS

In the evaluation of Contractor's rates for the various items of work, Contractor have taken into account all the provisions of all Labour Laws applicable to work place, which interalia includes, but are not limited to Central / State labour laws and regulations / rules made thereunder, including the adherence to the provision of (i) The Minimum Wages Act, 1948, (ii) The Contract Labour (R&A) Act, 1970, (iii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952, (iv) Employees Compensation Act, 1923, (v) Employees State Insurance Act, 1948, (vi) Building & Other Construction Workers (RE & CS) Act, 1996, applicable as on date to the construction labour and contractor personnel. The liability for compliance with all these laws rest entirely with Contractor and Contractor shall indemnify Owner completely on this account. Contractor will furnish us all necessary details about contractor's labour and other personnel employed on the project, as and when required by Owner, in compliance with the above requirements.

PF & ESIC registration will be mandatory for all contractors executing works under this work order. All Invoices will have to be produced supported with the following documents, mandatorily.

No.	Title	Act
1	Register of Building Workers - Form IX	BOCW
2	Muster Roll cum Wages Register -Form II	Minimum Wages
3	PF Challan	PF
4	PF Remittance Confirmation Slip	PF
5	PF ECR	PF
6	Form 11 (Revised)	PF
7	ESI Challan/Online Payment Confirmation Slip/ Date of Challan Payment	ESIC
8	ESIC Monthly Contribution Details (ECR)	ESIC
9	WC Policy (Endorsement if combined)	WC
10	LWF Payment Receipt (Jun & Dec)	LWF
11	Register of Overtime	BOCW
12	Register of Advances	BOCW
13	Register of Fines	BOCW
14	Register of Deductions for Damages or Loss	BOCW

The contractor shall ensure to abide by the guidelines of compliance audits by owner and inspections by the concerned authorities, as and when called for, with all the compliance documents and relevant records.

STATUTORY COMPLIANCE

The Contractor shall be solely liable for compliance of provisions of all applicable

labour laws, in respect of the workers, labourers employed/engaged by the Contractor for the execution of the scope of Works.

In the evaluation of Contractor's rates for the various items of work, Contractor have taken into account all the provisions of all Labour Laws applicable to work place, which inter alia includes, but are not limited to Central / State labour laws and regulations / rules made thereunder, including the adherence to the provision of (i) The Minimum Wages Act, 1948, (ii) The Contract Labour (R&A) Act, 1970, (iii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952, (iv) Employees Compensation Act, 1923, (v) Employees State Insurance Act, 1948, (vi) Building & Other Construction Workers (RE & CS) Act, 1996, applicable as on date to the construction labour and Contractor personnel. The liability for compliance with all these laws rest entirely with Contractor and Contractor shall indemnify Owner completely on this account. Contractor will furnish us all necessary details about Contractor's labour and other personnel employed on the project, as and when required by Owner, in compliance with the above requirements.

PF & ESIC registration will be mandatory for all Contractors executing works under this work order. All Invoices will have to be produced supported with the following documents, mandatorily.

SN	Title	Act	
1	Register of Building Workers - Form IX	BOCW	
2	Muster Roll cum Wages Register	Minimum Wages	
3	PF Challan	PF	
4	PF Remittance Confirmation Slip	PF	
5	PF ECR	PF	
6	Form 11 (Revised)	PF	
7	ESI Challan/Online Payment Confirmation Slip/ Date of Challan Payment	ESIC	
8	ESIC Monthly Contribution Details (ECR)	ESIC	
9	WC Policy (Endorsement if combined)	WC	
10	LWF Payment	LWF	

Receipt (Jun &
Dec)

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

INSURANCE

All insurance policies, whether required to be obtained under this Contract or otherwise, shall be taken out by the Contractor at its costs in the name of the Owner, from a first class insurance company which can deal with all matters pertaining to this Contract and is acceptable to the Owner.

The Contractor must ensure that the policy amounts cover the Contract value and adequately covers the maximum possible liability that may arise on the occurrence of the risks covered. The Contractor shall furnish all the details of the insurance policies intended to be taken in accordance with the requirements of the Contract/tender, i.e., GST, name of the insurance company, the risks covered, amount of coverage, premium for the policies, discounts being received, net cost to the Contractor, excess clauses, etc. In the event, the policies are insufficient / inadequate, the Contractor shall take such further policies as may be suggested by the Project Manager. The Contractor shall take prior written confirmation of the Project manager for the insurance policies to be taken for the Project. Suggestion by the Project Manager of the policies shall not relieve the Contractor from its responsibility of ensuring that all policies as are required for the Project/tender are complied with.

The Contractor will be required to obtain and deliver to the Owner, the Workmen's Compensation Policy jointly in the name of the Owner along-with the endorsement certificate from the Insurance company for coverage of workers to be deployed at Project site (Company name, address and number of workers to be mentioned) for the entire duration of the Work, within fifteen days from the date of commencement of this Work Order.

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

The Contractor shall deposit all the original insurance policies and the premium paid receipts with the Owner. If the Contractor fails to procure such policy or deposit the same and the premium receipts in original with the Owner, the Owner shall be entitled, but not obligated to procure such policy and recover the payments thereon from the Contractor either by withholding the amounts payable to the Contractor or otherwise. Any deviation from the same shall be subject to the prior written approval

of the Owner. The Owner shall be entitled to prosecute and / or compromise or settle the claims under such policies in such manner as may be deemed fit without reference to the Contractor. The Contractor shall provide necessary assistance to the Owner in this regard.

The Contractor shall ensure that all insurance policies shall remain valid up to Defect Liability Period and shall regularly pay the premiums on such policies on the due dates for its payment up to the aforesaid period.

The Insurance policies shall be suitably extended by the Contractor for the extended duration of the Contract.

CONTRACTOR TO INDEMNIFY THE OWNER

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

The Contractor's total liability to indemnify the Customer/Client under this clause, shall in no case exceed 100% of the amount payable to the Contractor under the contract.

SUSPENSION OF WORKS

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

If for any reason, the Owner decides to suspend the Work or any portion thereof for a period of not more than thirty (30) days by intimation in writing to Contractor. The Contractor shall during such suspension protect and secure the works at the Site at all times and shall resume the suspended work on such date as may be fixed by the Engineer in Charge. The Contractor may be allowed an extension of the Contract Schedule period, directly attributable to any such suspension and if considered necessary by the Owner. Further, the Contractor shall resume the suspended work as expeditiously as possible after receipt of withdrawal of suspension order by the Owner as the case may be.

REPORTS & RECORDS

i. The Contractor shall, from time to time maintain at each job site (in addition to any records or registers required to be maintained by the Contractor under any law, statute, rule or regulation having the force of law) such records and registers as the Engineer-in charge shall or may require the Contractor to keep and/or maintain from time to time.

ii. In addition to any other records or registers to be maintained by the Contractor from time to time and/or reports to be furnished by the Contractor, the Contractor shall daily or otherwise as may be prescribed by Engineer-in charge or site Engineer, submit to the Site Engineer a Progress Report of all work done and/or progress achieved by the Contractor within the preceding day or the period of last report, as the case may be.

iii. Notwithstanding the above, the Contractor shall submit the following reports on regular basis:-

- a) Daily Report of number of employees/labours with classification of their jobs/trades;
- b) Weekly Progress Report containing the progress of work, schedule completion time, variance from the schedule and the revised schedule of completion and detailing actual or potential delay in any work classifying the reasons of delay.
- c) Daily Report of critical activities.
- d) Monthly Progress Report.

iv. All records and registers of the Contractor shall be produced to the Engineer-in charge or his authorised representative in case of demand for inspection and verification.

v. The receipt and/or acceptance of any such report by the ENGINEER-IN-CHARGE shall be without prejudice to the full rights and remedies of the Owner and obligations/liabilities of Contractor under the Contract, and shall not anyway operate as an estoppel against Owner by reason only of the fact that no notice or objection was taken of any information contained in any such report, nor shall any statement in any such report be deemed to be correct merely by virtue of the existence of such statement, and it being uncontroverted by the Owner/Engineer in Charge.

PROTECTION TO COMPLETED WORKS

The Contractor must protect all the works till the same are handover to the client. Any damages to the works before handing over shall be at Contractors account and same shall be rectified.

PROTECTION TO OTHER TRADES COMPLETED WORKS

While carrying out the works, it is the responsibility of the Contractor to protect the completed works of other trades to which may get damaged during his work in order

to avoid any damages to it. Such protection shall be removed and works cleaned before handover by the Contractor.

TERMINATION OF CONTRACT

Events of Default and termination by prior written notice:

Following events shall be construed as "Events of Default" on the part of the Contractor:

If the Contractor has committed breach of any provisions of the Contract including failure to carry out the Works as per the Work Schedule or to maintain the acceptable quality of the workmanship or to observe the safety precautions at the Project site or non-compliance of rules and regulations of local and government bodies or non-compliance of any other conditions required under the Work Order; or

if the Contractor has assigned the Contract, without the prior written consent of the Owner or shall have an execution levied on its goods; or if the Consultant certifies in writing to the Owner that in his opinion the Contractor:

has abandoned the Contract;

Without reasonable excuse has failed to commence the Works or has suspended the progress of the Works for 15 days after receiving from the Owner written notice to proceed;

Has failed to remove materials from the Project site or to pull down and replace work for 15 days after receiving from the Consultant/Owner written notice that the said materials or work had been condemned and rejected by the Consultant under these conditions;

Contractor is not executing the Works in accordance with the Contract, or is persistently or flagrantly neglecting to carry out its obligations under the Contract;

Has, to the detriment of good workmanship or in defiance of the Owner's/Consultant's instructions to the contrary, sub-let any part of the Contract,

The Liquidated Damages has breached its threshold limits.

Then the Owner may, give 14 (fourteen) days notice in writing to the Contractor, to rectify/cure the breach, as set-out in the notice. In the event, the Contractor fails to rectify/cure the breach within the stipulated time, then this Contract, shall automatically stand terminated upon expiry of the 14 (fourteen) days period, from the date of the receipt of the termination notice by the Contractor. Upon termination of the Contract, the consequences of the termination, as set-out herein below shall automatically follow.

Events of Default and forthwith termination:

The Owner shall be entitled to forthwith terminate this Contract in the event of following:

the Contractor becomes insolvent / bankrupt or is subject to insolvency proceedings or receiving order is made against it, or has presented its petition in bankruptcy, or The Contractor makes an arrangement with or assignment in favour of its creditors, or agrees to carry out the Works under a committee of inspection of its creditors or being a corporation, shall go into liquidation (whether voluntary or involuntary liquidation) or

If there is an occurrence of a force majeure event, as set-out in clause 32 (clause "Force majeure" under General Conditions of Contract/GCC) herein below;

The Contractor is in breach of provisions of clause no. 40 (under General Conditions of Contract/GCC), of this Contract pertaining to Anti-Corruption Policy or clause no. 31 (under General Conditions of Contract/GCC) pertaining to Misdemeanour on the part of the Contractor.

In the event of occurrence of any of the above events, this Contract shall stand terminated immediately upon receipt of notice by the Contractor from the Owner in that regard.

Consequences of the Termination:

The Contractor shall forthwith vacate and handover the Project site to the Owner (including such constructional plant and machinery, temporary works and materials, which have been deemed to be reserved exclusively for the execution of the Works); The Project Manager shall, as soon as may be practicable after such termination, by the Owner, fix and determine after such investigation or enquires as it may think fit to make or institute and shall certify what amount, if any had at the time of such expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of Works, actually done by it under the Contract and the value of any of the unused or partially used materials, any constructional plant and any temporary works;

Until the Project Manager certifies the amounts payable to the Contractor (as stipulated hereinabove), the Owner will not be liable to pay any amounts to the Contractor under this Contract. Upon such certification by the Project Manager, the Contractor shall be entitled to only such sums, as the Project Manager shall certify; The Contractor shall forthwith refund/return all un-utilized advances/amounts paid by the Owner to the Contractor under the Work Order;

In the event, the amount payable by the Contractor to the Owner is more than the amount payable by the Owner to the Contractor, then in such event the Contractor shall within 7 (Seven) working days from the date of the certification by the Project Manager, pay the differential amount to the Owner, failing which the Owner shall be entitled to invoke the Performance Guarantees furnished by the Contractor to the Owner under this Work Order. Until payment, it shall be construed as a debt availed by the Contractor from the Owner and shall be recoverable accordingly.

The termination of the Contract shall not absolve/release the Contractor from any of its obligations or liabilities under the Contract (as regards, Works carried out by the Contractor, till such termination) or affect the rights and powers conferred on the Owner by the Contract and the Owner may itself complete the balance works or may appoint any other Contractor to complete the Works at the risk and cost of the Contractor. The Consultant or such other Contractor may use for such completion, constructional plant and machinery, temporary works and materials, which have been deemed to be reserved exclusively for the execution of the Works, in respect of the Project under the provisions of the Contract, as it may deem fit and proper and the Owner may, at any time, be absolutely entitled to sell any of the said constructional plant, temporary works and unused materials and apply the proceeds of sale in or towards the satisfaction of any sums due or which may become due to it from the Contractor under the Contract, without any reference to the Contractor.

Any rights, remedies, obligations or liabilities of the Parties that have accrued up to

the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

MISDEMEANOR ON PART OF THE CONTRACTOR

In the event of any misdemeanour on part of the Contractor or its involvement in unethical/corrupt practices or its attempt to unduly influence the Owner's/Consultant's personnel for any reasons whatsoever, then such event shall be construed as breach of the terms of this Contract and the Owner shall have full right to terminate the Contract without any notice to the Contractor and the consequences of the termination as set out in clause 29 (clause "Termination of Contract" under General Conditions of Contract/GCC) herein below shall automatically follow.

FORCE MAJEURE

Notwithstanding anything contained hereinabove, neither party to this contract shall be liable to the other for discharging of its obligations under the terms & conditions of this order where, From the date of issue of the Order till the testing & Commissioning, if there occurs an event of Force Majeure which includes, but not limited to, earthquake, floods, terrorist attacks, war(if declared or not),hostile invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, strike, civil war, riot, commotion or disorder or any other irresistible force, adverse market conditions or any other reasons beyond control of Owner & Contractor, which may affect its business directly or indirectly, the Owner shall have the option to indefinitely suspend this contract, if such Force Majeure continues for a period of 30 days or beyond, in mutual discussion with the Contractor.

ARBITRATION

The disputes or differences between the Parties hereto pertaining to performance of the terms and conditions of this Agreement shall be settled amicably within 15 (fifteen) working days through consultation between the Parties. Thereafter, if the Parties have failed to reach an amicable settlement on the disputes or differences in respect of performance of this Agreement, then subject to arbitration in terms of the Arbitration and Conciliation Act, 1996, the courts at Mumbai, Maharashtra shall have the exclusive jurisdiction concerning all matters in this Agreement. Any dispute in connection with the interpretation, performance, termination of this Agreement, or otherwise in connection with this Agreement, shall be submitted to arbitration by a sole arbitrator to be mutually appointed by the Parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 for the time being in force or any modifications or statutory re-enactment thereof, as may be in force then. The seat and venue of the Arbitration shall be Mumbai. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the Parties.

NOTICES

All notices, requests, demands, consents, certificates, waivers, decisions, instructions

and orders or other communications required to be given by either Party to the other pursuant to the Contract shall be in English and shall be served by sending the same by facsimile transmission courier, or by electronic mail (with a confirmation copy by mail or by hand delivery only in case of major issues relating to the Contract, Viz. arbitration, claims, termination etc.) to, or by hand delivery at the address mentioned in the Contract or such other address as each Party shall nominate in writing for that purpose.

QUALITY OF THE WORKMANSHIP

Quality workmanship is essence of the work and the Contractor is required to carry out all the works in line with relevant drawings, codes and site Engineer's instruction. The works must be coordinated with other related trades. The Contractor must follow all standards and verify his works both during execution and on completion by way of carrying out its inspection by Clients / Consultants Engineer.

INSPECTION & TESTING

All materials and workmanship shall be of the respective kinds described in the BOQ's and in accordance with the Owner's instructions and shall be subjected from time to time to such tests as the Owner may direct at the place of manufacture or fabrication or on the Project site or at such other place or places as may be mutually agreed. The Contractor shall be solely liable to bear all costs for conducting the tests and no extra amounts shall be paid by the Owner to the Contractor on that account. All reports generated pursuant to the tests, will be provided by the Contractor to the Owner. The Contractor shall provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used. Acceptance of any materials or equipment shall in no way absolve/relieve the Contractor of its responsibility for meeting the requirements of the specifications as set-out in this Contract.

The Contractor shall rectify at its own cost any defects arising out of bad or poor workmanship or use of substandard/faulty materials or due to any other reasons as has been pointed out by the Owner and the Consultant.

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

EPIDEMICS

In the event of any outbreak of illness of an epidemics nature the Contractor shall comply with and carryout such regulations, orders and requirements as may be made by the government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same. The Contractor shall indemnify the Owner against all damages and claims.

GOVERNING LAW

This Work Order shall be governed by and construed in all respects according to the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai only.

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.

ANTI-CORRUPTION POLICY & COMPLIANCE WITH SEBI REGULATIONS

ANTI-CORRUPTION –

Without limiting the generality of the foregoing, the Contractor represents, warrants and undertakes that it will continue to be in compliance with all applicable anti-corruption laws and regulations. The Contractor, also, represents, warrants and undertakes that it and all persons employed or acting on its behalf (including employees, agents, consultants, or approved sub-contractors) will not:

Give, or offer to give, directly or indirectly, any contribution, fee, gift, bribe, rebate, payoff, travel expense, entertainment, influence payment, kickback or any other payment, regardless of form, whether in money, services or anything else of value to any person/government official to secure a business advantage or a favorable treatment in respect of this Project;

Provide any facilitation or grease payment to any government official or employee of a government agency to expedite routine government actions that the official or employee is already bound to perform.

Further, the Contractor represents that:

The Contractor has not identified any conduct requiring disclosure or made any disclosure to a government agency with respect to any alleged act or omission arising under any applicable laws, including anti-corruption laws;

No government person, agency or entity or any other person has requested, conducted or required the Contractor to conduct any audit relating to anti-corruption;

Neither the Contractor nor any of its affiliates or agents has received any written notice or other written communication from any government person or agency regarding any actual, alleged or potential violation of, or failure to comply with, any anti-corruption law; or any actual or threatened revocation, withdrawal, suspension, cancellation, termination or modification of any registration or governmental order;

or any actual, alleged or potential obligation on the part of the Contractor or any of its affiliates or agents to undertake, or to bear all or any portion of the cost of, any remedial action related to anti-corruption;

No government person, agency or entity has initiated, or threatened to initiate, an action against the Contractor, or any of its directors/partners (As the case may be), officers, consultants, employees, agents or subcontractors asserting that they are not in compliance with any applicable anti-corruption law.

The Contractor agrees to provide alongwith a final invoice of the Contractor, a signed copy of a statement certifying compliance with the provisions of this "Compliance with Laws" clause stating as follows:

"We, M/s. ABC INDIA PVT LTD Busbar Systems, hereby confirm that as per the terms of the 4800151886 PO Date:20.01.2022, we have completely implemented and adhered to the Anti-Corruption Policy in respect of our business and indemnify and agree to keep the Owner indemnified for any damages to the Owner for the violation of same."

Notwithstanding anything else in this Contract, the Owner may terminate this Contract immediately by written notice to the Contractor, if it concludes, in its sole discretion, that the Contractor has breached any part of this "Compliance with Laws" clause or that such a breach is substantially likely to occur.

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 in its business, all references to the "KRC Group" and "Company" in the Anti-Corruption Policy shall be deemed to be references to the "The Contractor" and the Anti-Corruption Policy will be read accordingly.

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 Owner for the violation of same. Any violation of Anti-Corruption Policy may lead to termination of all understandings with the Owner.

SEBI COMPLIANCE _

The Contractor agrees that the fact that it may have access to information which maybe Confidential Information of the Owner and / or its group companies [i.e. undisclosed price sensitive information (UPSI) as per the SEBI (Prohibition of Insider Trading) Regulations, 2011] and the same shall not be used by the Contractor or its representatives to trade in any units of the Mindspace Business Parks REIT, neither will it disclose or cause any disclosure of Confidential Information to any person who may in turn trade or cause a trade in the units of the Mindspace Business Parks REIT. The Contractor and its representatives hereby understand and acknowledge that any person in receipt of price sensitive information including Confidential Information, pursuant to a "legitimate purpose" shall be considered an "insider" for purposes of SEBI (PIT) Regulations, 2015 and that they shall maintain confidentiality of such unpublished price sensitive information in compliance with aforesaid regulations and policy on unpublished price sensitive information and dealing in units of Mindspace Business Parks REIT. A copy of the policy on unpublished price sensitive

information and dealing in units of Mindspace Business Parks REIT is available on the website i.e. <https://www.mindspacereit.com>

SCHEDULE FOR SCOPE OF WORKS

The Contractor shall submit a detailed schedule for completion of scope of Works within 7 (seven) days of the date of the execution of the Contract (“Work Schedule”) and shall give requirements of GFC drawings well in advance for the scope of Works to the Owner. The Contractor shall take instructions from the Project Manager regarding completion requirements, which shall have to be incorporated in the Work Schedule. The Contractor will also provide a fortnightly progress of Works and submit updated schedules/status of Work progress with submission of the interim bills giving details of remedial measures proposed by the Contractor to make good, delays if any.

The Contractor shall schedule its works according to time schedule as stipulated in clause 2

(Clause “Date of Commencement and completion” under General Conditions of Contract/GCC) herein. The Contractor shall provide full time qualified supervision for its Work. Time is the essence of this Contract.

ADEQUACY OF CONTRACTOR'S RESOURCES

The Contractor shall provide adequate resources and all necessary superintendence during the execution of Works to ensure timely completion of each milestone of the Work Schedule and fulfilment of all its obligations under the Contract. The Contractor’s representative shall be vested with enough power by the Contractor to enable his representative to take decisions at the Project site for the due and diligent performance of the Contract. The Contractor or its competent and authorized agent is to be constantly on the Works and shall give its whole time to the superintendence of the same. Such authorized agent or representative of the Contractor shall receive on behalf of the Contractor, directions and instructions from the Project in charge. The Contractor’s authorized agent shall be nominated in writing.

The Contractor shall mobilize to the Project site adequate plant and machinery and provide necessary supervision for fulfilment of this contract and timely completion of the scope of Works, as per the requirement and Work Schedule.

SUFFICIENCY OF OFFER

It is expressly understood that the Contractor’s representatives have visited the Project site(s) of Work and have acquainted themselves with the conditions thereof. It is also expressly understood that the Contractor has taken into account, all factors for completing the Works as per the schedule agreed with projects, in all respects while fixing the rates for different items. If any work is required to be carried out to complete the Works described in the schedule of works but not expressly mentioned herein, then it will be deemed that the Contractor has considered and included the cost of such works into account in its pricing and nothing extra would become payable to the Contractor.

OBLIGATIONS UNDER THE CONTRACT:

It is the Contractor's obligation to perform and complete the Work in accordance with the Contract documents. The fulfilment of this Contract shall be deemed to have been achieved only after the completion of the Defects Liability Period.

Reaching the end of the Contract Period or any approved extension thereof without completing the Work will not absolve the Contractor of his obligation/ duties / responsibilities and liabilities with respect to this Contract.

The provisions of the contract do not relieve the Contractor of his obligations under the Contract for any faulty, deceitful or fraudulent act or Work which may show up in the Works or in parts thereof in the course of time, whether or not the Works or parts thereof have been approved by the Owner or his representative.

MAINTAINING GOOD HYGIENIC CONDITIONS

It will be the responsibility of the Contractor to ensure and maintain good hygienic conditions in the labour camp and toilets till satisfactory completion of all his works, at his own cost.

Contractor must follow rules and regulations laid by BMC/Govt. regulatory from time to time for maintaining healthy and hygienic conditions at site, at his own cost.

Contractor to ensure that nowhere water must remain accumulated at site and malaria must not spread. Labour's must be checked regularly for malaria treatment & other diseases and record for these tests must be submitted to Owner as and when asked by Owner or local govt. authorities. Cost of all such treatments and tests must be borne by Contractor. If any penalty is levied by any govt. authority due to Contractor's negligence on this account, it is to be handled and paid by Contractor at his own cost. Copy of all such documentations must be submitted by Contractor along with his RA bills.

If it is observed that Contractor is failing in maintaining govt. authority required hygienic conditions at site, penalty of Rs.25,000/- per case will be levied by Owner for every such incident, in addition to the penalties levied by govt. authority.

QA-QC/ SAFETY / METHOD STATEMENT / MEETINGS / PROGRAMME AS PER SITE INSTRUCTIONS FROM TIME TO TIME

The Contractor shall submit on request the following documents for approval/record of the Consultant/Project Manager, prior to commencement of the Work and during the course of execution of Works as applicable and as may be demanded by the Owner or the Consultant from time to time.

Method statement for major items of Work, in the format as required by the Project site Engineer;

Safety manual proposed for this Project, which shall include safety precautions and safety measures etc.

Quality assurance and quality control manual as proposed for this Project.

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

The Contractor hereby declares, represents and undertakes that:

The Contractor is duly organized, validly existing and in good standing under the laws of India and has full power and authority (corporate or otherwise) and all material governmental licenses, consents and approvals necessary to provide the Services as mentioned hereinabove;

The Contractor is not a registered enterprise/supplier under the provisions of Micro, Small and Medium Enterprise, 2006 ("MSME") OR Contractor is a registered [_____] enterprise/supplier under the provisions of MSME Act. The Contractor hereby agrees, acknowledges and undertakes that this is "works contract" and that provisions of MSME Act are not applicable to this Contract and that is not and shall not at any time in future claim any benefits under the provisions of MSME Act.

The Contractor has full legal right, power and authority to enter into, execute and deliver this Work Order and to perform the obligations, undertakings and transactions set forth herein, and this Work Order 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;

The Contractor has requisite skills, knowledge and experience to provide the Services and the deliverables in accordance with the requirements stated in this Work Order and shall ensure timely and satisfactory performance of the Works under the Work Order, in accordance with the terms set-out herein;

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;

The Contractor represents that it shall perform such further acts and execute such further documents as Owner may reasonably require in relation to this Work Order/Contract;

The Contract constitutes a valid and binding obligation on the Contractor enforceable in accordance with its terms;

The Contractor hereby represents that it is not prohibited from providing the services as stated herein by any judicial, regulatory or administrative body.

The Contractor is solvent. No insolvency / winding up proceedings have been threatened or initiated or any steps are pending or contemplated in respect of de-registration, winding-up liquidation, appointment of receiver for or judicial management of the Contractor.

The Contractor hereby agrees that the Owner shall have exclusive rights, title and interest in the deliverables and to any design improvements, schemes, formulae, programmes and/or other Intellectual Property made, originated, developed or improved during the course of or otherwise related to the deliverables together with any other Confidential Information and intellectual property arising out of the provision of the services and/or deliverables. The Contractor shall not be entitled to and shall not, either directly or indirectly, make use of such documents, plans, designs, drawings, proposals and any inventions or, improvements, schemes, formulae, programmes discoveries and/or other intellectual property made, originated, developed, improved conceived and/or intellectual property or Confidential Information made, originated, developed or improved during the course of, or otherwise related to the services and/or deliverables, etc. for any purposes other than those set out under this Work Order. During the term of this Work Order and thereafter, the Contractor shall, protect the trademarks and copyrights and

information of Owner by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of such copyrights and information as the Contractor uses to protect its own copyrights and information of a like nature, and not disclose such copyrights and information to any third party, except as expressly permitted under this Work Order. The Contractor agrees that all the authorized personnel of the Contractor working on the engagement shall be its employees and that, under the contract of employment of each, any intellectual property arising out of or relating to the work done by that person for the Contractor, will vest or cause to be vested in the Contractor and that employees will have no right, title or interest, whether legal or beneficial, in any such intellectual property.

The Contractor shall observe, abide by and not breach any applicable laws, regulations, judgments, rulings etc. while providing the Services;

The Contractor shall not infringe any copyrights, trademark or other intellectual property rights or resort to plagiarism or commit breach of any code or rules and not display any obscene or defamatory pictures, photographs, words or phrases.

The Contractor shall comply with the Company's internal guidelines, instructions, manuals, scrutiny lists, procedures, further specifics and requirements ("Guidelines") in relation to the Services, as may be provided in writing by the Company to the Contractor;

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 the Work Order/Contract;

The Contractor expressly agrees that the representations, warranties and undertakings contained herein above shall survive the termination of the Work Order/Contract, and such representations, warranties and undertakings, as may be required for the purpose shall be binding even after the completion of the term of this Work Order and or earlier determination of the Work Order/Contract.

CONFIDENTIALITY

The Contractor shall not, without obtaining the Owner's prior written consent, disclose the terms of this Contract, or any Confidential Information, to any person other than a person employed / hired / contracted, as the case maybe, by the Contractor in the performance of this 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 strictly 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.

The Confidential Information shall mean and include all information shared by the Owner or any of its representative with the Contractor and/or with any of its representative, agent, sub-Contractor etc. prior to or during the course of execution of the works under the Work Order, the documentation specifications, area program, project brief, plans, documents, reports, presentations, proposals and all other information relating to the Project, listings, test data, test routines, diagnostic programs or other material relating to or comprising software which is part of the Project and any information, technologies, know-how, business and marketing plans, business results, business and marketing strategies, proprietary or trade secrets, operating information, business forecasts, files, maps, records, agreements on tracks, accounting information, models, interpretations, Engineering information or any other information technical or non-technical of any nature relating to the business of the Owner, whether in the form of oral, written, magnetic or electronic media and whether or not specifically designated as Confidential Information, which is proprietary to the Owner, and which may or may not be of commercial value including such information as may be embodied in oral discussions, lectures or seminars and other professional, scientific or technical documents; including inventions, discoveries, developments, improvements, techniques, sketches, drawings, software programs and information concerning research, experimental work, development, design details and specifications.

TIME OF COMPLETION

The entire scope of Works under this Contract shall be completed as per agreed schedule. . Time is the essence of this Contract and the period specified for the completion of the works from the date of this Contract must be adhered to as indicated. It is hereby expressly clarified that each item of Work, shall be construed to be in 'deliverable state' only when they are installed at the final approved location and are in conformity with the technical specifications, set-out in Section 3 of this Contract. Mere purchase of materials and equipment's and their storage on the Project site, will not be construed as goods/materials/equipment's delivered' under this Contract.

The Contractor shall submit and agree with the Site-in-Charge, programme of Works, within 7 days from the date of Letter Of Award (LOA) / Letter Of Intent (LOI) / Contract Confirmation by email issued by the Owner.

Schedule of works – detailed bar chart

Material procurement schedule (Both for Owner's and Contractor's supplied materials).

Manpower Schedule

The Contractor shall be deemed to have taken into consideration the statutory permissions required as per the provisions of applicable laws(from time to time) and requirements for the commencement and completion of the Work at each stage and

shall be deemed to have considered fulfilment of such requirements in its Work Schedule. The Contractor is also required to account in its Work Schedule, reasonable time for procurement of such permissions and shall have no claim for additional time (Unless the delays are attributable to Force Majeure Condition), for completion of the Work, owing to delay in procuring such permissions.

After the completion of the Works, the Contractor shall forthwith notify in writing to the Owner and the Consultant about the completion of the Work. Within 30 (thirty) days from the date of notification, the Consultant/Owner shall send its representative to remain present at the time of carrying out necessary tests by the Contractor.

Extension of Time for Completion

Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions or exceptional adverse climatic conditions or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of the works, the Owner in consultation with the Project Manager / PMC shall determine the amount of such extension and shall notify the Contractor accordingly. Provided that the Owner is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within 10 days after such work has been commenced or such circumstances have arisen or as soon thereafter as is practicable, submitted to the Owner full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

Under no circumstances shall the Owner be liable to pay any additional costs to the Contractor for such extension of the time of completion.

An extension of time to complete the work beyond the Contract Period or an approved extension thereof alternatively termed as the delay may be required for situations elaborated below. A delay may be due to the following

Reasons attributable to the Contractor: In such case, the relevant provisions will apply for recovering liquidated damages from the Contractor. Furthermore during this time delay no escalation shall be paid.

Reasons partly attributable to the Contractor and partly to the Owner termed as Concurrent delay: In such cases time extension shall be granted for a period, to be estimated jointly by the Client and the Contractor. During such a period of time extension under this sub clause the provisions for liquidated damages shall not apply and no escalation shall be paid. The decision of the Owner in deciding this time period shall be final and binding on the Contractor.

Reasons attributable to the Client including suspension ordered by the Owner: In such cases, the Contractor shall be granted extension of time for a minimum period required to complete the remaining Work, to be estimated jointly by the Client and the Contractor. For such a period of time extension under this sub clause the provisions for liquidated damages shall not apply and no escalation shall be paid. The decision of the Client in deciding the minimum time period shall be final and binding on the Contractor.

Whatever may be the reason of delay, the Contractor upon the realization that the Work cannot be completed within the Contract Period or any extension thereof, shall apply at the earliest for an extension of time. Within 14 days of such an application

the Client shall discuss the reasons for such a delay, minimum period required to complete the remaining part of the Work, the mitigation measures that the Contractor proposes to take to avoid further delay. The Contractor shall provide adequate backup to the Client to help the Client take a decision in this regard. The Client shall clearly convey his decision to the Contractor about the granting the time extension and the minimum period of time extension. The Client's decision in this regard shall be final and binding on the Contractor.

In case after granting such a time extension, the Work is further delayed beyond the granted time extension, the Contractor may again follow the procedure mentioned in and the minimum time extension, the reasons for the delay and the mitigation measures shall be freshly assessed without any prejudice to the causes initially assessed.

The Client may issue instructions in regard to the postponement of any part of the Work to be executed under the provisions of this Contract. In case of such an event, the Contractor shall rearrange his work plan and schedule to minimize the impact of such a delay on the Contract Period. The Client shall grant the time extension only after studying the rearranged work plan and schedule.

SAFE CUSTODY

Storing and safe custody of the materials required for Works from the commencement of this Work Order until completion of Works and final acceptance by the Owner of such Works, shall be sole responsibility of the Contractor. All materials and equipment's bought by the Contractor for the scope of Work shall be construed to be in possession of the Contractor and unless it/they are installed at the place of final location, in terms of the specifications set-out in the Contract.

In the event, the Contractor is providing any materials such as equipment's, machinery etc., it shall submit the packing list along with the delivery of materials. The receipt of materials shall be checked jointly by the representatives of the Contractor and the Owner. It is hereby expressly clarified that though the Contractor delivers materials on the site, the same will not be construed as "delivered" unless installed at its permanent location to the satisfaction of the Owner, as set-out in clause herein above and hence the payment milestone will not be triggered merely on delivery of materials at the Project site. The security of such and all other materials lies entirely on the Contractor. In the event, any injury or loss shall happen to the materials or equipment's, while the materials and equipment's are under the custody and responsibility of the Contractor, then the Contractor shall at its costs, repair, replace the materials or equipment's such that at the time of completion of Works, all the permanent Works shall be in good order and condition and in conformity with the requirements of the specifications stated herein. The Contractor shall also be liable for any damage to the Works or any other property on the Project site, occasioned by it, in the course of any operations carried out by it during the course of execution of Works. Receiving part or full payment for material or any part of incomplete/completed Work shall not absolve the Contractor from its responsibility to safeguard such Works from possible damage due to site conditions.

APPROVAL OF SHOP DRAWINGS

Within 7 (seven) days from the date of the commencement of this Work Order, the Contractor, shall furnish technical data sheet and full set of shop drawings for approval of the Consultant and the Owner. Upon approval of shop drawings, the Contractor shall rework the BOQ's and submit to the Owner for its approval. Before commencement of Works and ordering of materials, the Contractor shall obtain express written approval of the Owner's chief Project Engineer for the revised BOQ's of all items required to be executed as per approved shop drawings. The Contractor needs to forward the approved revised BOQ based on approved shop drawings to the Owner's contract section. All works executed as per approved shop drawings and revised BOQ shall become fully payable as per terms of payment mentioned in this Contract.

MONETARY SETTLEMENT ON COMPLETION OF THE DEFECTS LIABILITY PERIOD

The Owner, after issuing the Certificate of Completion of Defects Liability period, shall return the retention money to the Contractor upon an application to that effect made by the Contractor within a specified period issuing the said certificate, provided always that the Contractor has carried out the rectifications promptly and to the satisfaction of the Owner. In case the Owner has to employ another agency to rectify any defects or maintain the Work either due to the exigency of time or for any other reason, the expenditure including the Owner's overheads shall be deducted from the retention money while settling the account at the end of the Defects Liability Period. In case an agency external to this Contract is employed and if the Owner incurs more expenditure than that cannot be covered by the retention money, then such an extra amount becomes due from the Contractor to the Owner. Such a sum shall be paid by the Contractor or his sureties within 30 days of the Owner informing the Contractor to that effect or the Owner may invoke the provisions. Appropriate deductions as required by law shall be made for taxes duties; royalties etc. from the payment due to the Contractor.

RIGHT TO WITHHOLD PAYMENTS

The Owner may refuse to approve any payment or nullify any payment previously approved and paid, because of subsequently discovered evidence or the results of subsequent inspections or tests, to such extent as may be necessary in the opinion of the Owner to protect the Owner from loss. The loss could be because;
the Work is defective,

A billed part of the Work has been deleted OR third party claims have been filed.
of reasonable doubt that the Work cannot be completed for the unpaid balance amount of the contract price,
of reasonable indication that the Work will not be completed within the contract period
of the failure to clean up,
the Owner has been required to correct, defective Work
of reasonable doubt as to the Contractor's warranty of title required,
of payments due to the Owner from the Contractor,
of provisions of law that enable or require the Owner to withhold such payments in whole or in part,
of failure to meet statutory obligations,

Any unlawful activity actively or passively supported by the Contractor.

When the grounds for withholding payments are removed, payment shall be made without any interest in amount withheld from the Contractor.

OWNER'S ADJUSTMENT NOTES /DEBIT NOTES

The Owner shall issue the adjustment notes /debit notes in respect of the written notices/Instructions issued for that nonconformity; withholding payments for the reasons stated in Clause 54 "Right to withhold payments" and non-fulfilment of the Contractor's obligations as stated in this Contract;

The Contractor shall accept the adjustment notes /debit notes issued by the Owner in a reasonable time. If the adjustment notes or debit notes are not acceptable by the Contractor; the Contractor shall revert with the Clarifications /reasons within 7 days of such adjustment notes /debit notes issued by the Owner. The Engineer-In-Charge shall review and evaluate the Clarification /reasons provided by the Contractor and shall take a decision within 3 working days of such occurrence. The decision taken by the Engineer-In-Charge shall be final and binding on the Contractor.

The Contractor shall immediately provide their acceptance to the adjustment notes/debit notes by signing the Debit notes. The Contractor shall ensure that the Debit notes issued shall be shown in his GST returns as per the provision of GST Law.

ACCEPTANCE CRITERIA

The final acceptance of the scope of Works by the Owner shall be on the basis of, Certification by Owner's Consultant that Work is carried out as per Contract specifications, as set out in the BOQ's and highest Engineering practice;

All tests are carried out and the results equal or exceed the specified design parameters certified by Consultant;

All Final approvals from the respective statutory authorities (as may be applicable) are obtained,

Final approval from the Project architect, Project Engineer, Consultant and the Owner.

The systems, assembled/installed by the Contractor function smoothly without any default/defect/snags for a period of one month after commissioning;

Submission of 5 (five) sets 'As Built Drawings'. Hard & Soft copies

Technical data sheets, Test certificates

Testing & commissioning reports

Operation manuals, Catalogues / Brouchers

No dues/ claim certificates

QC check list

Snag list closure list

Warranty certificates / Guarantee certificates along with escalation matrix

DOCUMENTATION

The Contractor shall furnish to the Owner following information/documents within 7 (seven) days of the date of the execution of this Contract:

Work Schedule;

Project site organization chart showing the names of its personnel, in the order of hierarchy, deputed at the Project site.

Material's order report showing detail programming for ordering of all materials and equipment, as per the BOQ's along-with names of the manufacturer showing delivery dates.

List of equipment proposed to be used in Works for Owner's approval.

5 (five) sets of shop drawings.

Upon completion of Works, 5 (five) sets of as built drawings shall be submitted along with operation and maintenance manuals for all equipment.

WORKS TO BE OPENED FOR INSPECTION

The Contractor shall provide all facilities to the Owner's representatives for inspection of the Works or any part thereof, at such time, as may be desired by the Owner.

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

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

IDLING CHARGES

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

RELATIONSHIP

The relationship between the Parties under this Contract is on a principal-to-principal basis. No provisions of this Contract shall be deemed to constitute or create the relationship of Owner 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 validity of this Work Order, 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 accorded to employees of the Owner.

ENTIRE AGREEMENT

Except as otherwise agreed between the Parties, this Contract constitutes the entire agreement of the Parties as to its subject matter and supersedes any previous discussions, understanding or agreement on such subject matter. In case of any

inconsistency or discrepancy, the more stringent provisions shall be applicable upon the Contractor.

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.

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.

PRIORITY OF DOCUMENTS:

Several documents forming part of the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Owner who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- (1) The Work Order/Contract;
- (2) Design Basis Report and Scope of work;
- (3) Tender drawings;
- (4) Technical Specifications

Any contractual condition related discrepancy shall be in accordance with the details and / or description given in the following order of precedence.

- 1) Contract i.e. the Work Order
- 2) Special Condition of contracts
- 3) General Condition of contracts

AMENDMENT

The Contract may not be amended, modified or supplemented except by an instrument in writing signed by each Party or by their respective authorised representative.

WAIVER

All waivers under this Contract must be in writing and failure at any time to require the Contractor's performance of any obligation under this Contract shall not affect the Owner's right subsequently to require performance of that obligation. No failure

to exercise nor any delay in exercising any right, power, privilege or remedy under this Contract shall in any way impair or affect the exercise thereof or operate as a waiver thereof in whole or in part.

COUNTERPARTS

If required, the Contract may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document. The counterpart, which is fully stamped shall be retained by the Owner.

LIABILITY OF CONTRACTOR

The Contractor shall be fully responsible and liable for everything and all matters in connection with or arising out of or being a result or consequence of Contractor carrying out or omitting to carry out any work. Where Sub-Contractor's may execute any part of the works, such responsibility and liability of Contractor's work shall cover and extend to the work of all such Sub-Contractor's also.

ONUS

The onus shall be on the Contractor to obtain all the necessary approvals in writing for every stages of work, such approvals, however, shall not relieve the Contractor of any of his responsibilities under this Work-Order.

In case, discrepancies are found at a later-date or during-execution and even the EIC has missed any point while checking and allowed the Contractor to progress the activity in spite the drawings contain correct details, it shall be the responsibility of the Contractor to rectify, modify and redo the work at his own expenses.

Discrepancy, if any found, shall be brought to notice to Engineer in Charge in writing before execution of work. In case the work is executed at site without proper checking/coordinating by Contractor and the mistake is pointed out by Engineer in Charge or Architect or Consultants, the Contractor shall rectify, modify and redo the work at his own cost.

In case materials supplied by Owner, then the expenses shall be recovered from Contractor's due payments.

EXTERNAL QUALITY AUDIT

This Contract shall be subjected to external quality audit specific to the scope of this contract by competent agency as decided by the Owner. The Contractor shall co-operate with this external auditing agency to full extent. The Owner is entitled to carry out any quality audits as may be required by it, the results of such quality audit and rectifications (if any) suggested by such quality audit agency shall be binding on the Contractor and the Contractor will undertake such rectifications at its own cost and expense.

SPECIAL CONDITIONS OF CONTRACTS (SCC)

Owner's material – Not Applicable

Supply and delivery of materials by contractor –

Except Owners supplied materials, all the materials (as mentioned above) required for performance of Contract shall be the responsibility of the Contractor and Contractor shall ensure adequate stock of materials at Site at all times.

Materials shall be accepted between 8.00 a.m. to 6.00 p.m. during normal course of work. For exceptions, prior permission shall be taken. It is agreed that while accepting the material QA/QC engineer handling approval of quality of material shall remain present.

The contractor should inspect the source of material, their quality, quantity and availability. The material must strictly comply with the relevant I.S. specifications.

Price adjustment for the contractor supplied materials / base rates (if applicable)

The base rates means cost of material incl. transportation and insurance as applicable FOR site and exclusive of GST/IGST.

Wastage, Mathadi charges, unloading charges, warehouse charges, overhead & profit will not be considered additionally for the claim of differential amount due to base rate fluctuation.

Any plus or minus variation with respect to the base rate, will be settled by giving credit note/ payment through the bill for quantities as executed, certified & approved by Project In charge.

Before the procurement of these materials, the Contractor to submit minimum 2/3 quotes as required from the approved manufactures to the Project In Charge for their necessary approval for rates, quantity and supplier. The base rate variations if any, shall be informed & compiled every month and quarterly with running bills shall be settled along with all necessary documents to support the claim.

Date of starting / commencement of work

The work will commence from the date of work order or as stipulated by the Engineer-In-Charge and shall be completed as per the schedule approved by the Project engineer in Charge.

Project Duration: 04 months

Performance Security Deposit

Within two weeks of award of the work, the Contractor will deposit security deposit for an amount equal to 5.00% of the awarded contract value (on basic amount of the work order excluding tax part) in the form of irrevocable Bank Guarantee of equivalent amount, in approved format, from a Nationalized / Scheduled/ Private Sector Bank in favour of Owner stated here in above and valid from the date of work order and up to work completion. The format of Bank Guarantee will be given at the time of awarding the contract by the Owner. The Contractor shall extend the validity

of the Bank guarantee at his cost if required by the Owner, in case of delay in completion of works for the reasons attributable to the Contractor. The security deposit guarantee will be refunded to the contractor after satisfactory completion of the Work.

Payment terms

- 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.

Retention :

5% of the value of work done for each running and final bill will be deducted and retained as retention money, which will be released after the satisfactory completion of the defect's liability period. The retention money as kept can be released against the bank guarantee (BG) for an equivalent amount from Nationalized/ Scheduled/Private Sector Bank in the format approved by the owner and valid till the end of Defects Liability Period.

The same BG (Bank Guarantee) shall be returned to the vendor upon successful completion of the Defects Liability Period.

Facilities at site

Power for Construction :

Electricity shall be provided by Owner at site at one point on NON-chargeable basis. The distribution of the electric supply as required for construction shall be done by Contractor through the licensed electrician at their cost. The contractor shall be responsible for safety of electrical installations and will get the same certified by electrical inspector as per the requirement of Indian Electricity Act. The owner shall not be responsible for continuity of electrical supply and in the event of its failure the contractor shall be required to make his own standby arrangements at his own cost.

Water for Construction :

The contractor shall make his own arrangement for water to be used for Drinking, Construction work and for worker's toilet, at his own cost with suitable distribution & storage system.

Labour camp :

Contractor at his own cost shall arrange for the Labour camp in near vicinity including necessary transport.

Site office/Store :

Reasonable area of land if available required for temporary construction of site office, stores, workshops, stack-yard, shall be made available to contractor on Non-Chargeable basis for the period of the contract. All temporary structures shall be

removed immediately after completion of the works. Contractor will construct, maintain, and demolish these structures at his own cost and will remain liable for the same in respect of the statutory provision of the govt. and municipal authorities. Minimum three times store shifting to be considered by contractor/vendor.

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 Test	Acceptance
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	<input type="checkbox"/>	<input type="checkbox"/>
E002	Torque test	×	<input type="checkbox"/>
E003	Millivolt drop test	×	<input type="checkbox"/>
E004	Megger test	<input type="checkbox"/>	<input type="checkbox"/>
E005	Hi-pot test	<input type="checkbox"/>	×
E006	Interlock Logic verification of panels	<input type="checkbox"/>	<input type="checkbox"/>
E007	ATS logic verification	×	<input type="checkbox"/>
E008	ON / OFF operation of breakers	<input type="checkbox"/>	<input type="checkbox"/>
E009	Voltage measurement	<input type="checkbox"/>	<input type="checkbox"/>
E010	I/C and O/G continuity test	×	<input type="checkbox"/>
E011	Phase sequence verification	×	<input type="checkbox"/>
E012	Metering arrangement verification	<input type="checkbox"/>	<input type="checkbox"/>
E013	Energy meter parameters verification	<input type="checkbox"/>	<input type="checkbox"/>
E014	Energy meter calibration verification	×	<input type="checkbox"/>
E015	Energy meter BMS data verification	<input type="checkbox"/>	<input type="checkbox"/>
E016	BMS interface verification - High and Low levels	<input type="checkbox"/>	<input type="checkbox"/>
E017	EOP switch operation (if any)	×	<input type="checkbox"/>
E018	Thermography check of panels of load	×	<input type="checkbox"/>

PACKAGE: Transformer			
×	(T&C) -Not Required		
<input type="checkbox"/>	(T&C) -Required		
Code	Testing & Commissioning Description	Site acceptance test	Remarks
Electrical DBs			
E001	Prefunctional / Installation verification	<input type="checkbox"/>	

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 type="checkbox"/>	(T&C) -Not Required		
<input type="checkbox"/>	(T&C) -Required		
		Testing Requirements	
Code	Description	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

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
corresponding
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

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