E-TENDER ON

SUPPLY & INSTALLATION OF BIOMASS GENERATION PROJECTS AT KAVARATTI, ANDROTT AND KADMATH
ADMINISTRATION OF THE
UNION TERRITORY OF LAKSHADWEEP
(DEPARTMENT OF ELECTRICITY)
KAVARATTI – 682 555

F. No.74/33/2011-NRSE/Ele(Part I) Dated the 28th April 2016

E- TENDER NOTICE

Electronic Tender (online) is invited in two-bid system by Executive Engineer, Union Territory of Lakshadweep, Kavaratti on behalf of the President of India for "Supply of Electricity by installing Biomass Generation Projects (combustion route) at Kavaratti, Andrott and Kadmat". The URL of the e-Tender Portal is https://www.tenderwizard.com/UTL and https://www.mnre.gov.in The interested vendors are needed to register in the website www.tenderwizard.com/UTL by clicking “Register Me” option in order to obtain User ID & Password first. The tender documents are required to be submitted only through e-mode offered in the website www.tenderwizard.com/UTL. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.

The intending bidders after obtaining User ID and passwords are required to upload the scanned copies of QUALIFYING documents mentioned in Annexure A in order to receive the bidding document.

The vendors should remit Earnest Money Deposit (EMD) @ ` 7,50,000/- per MW of capacity quoted and ` 1500/- (Rupees One thousand Five hundred only) (non-refundable) towards cost of tender forms, to the Bank Account given below. The scanned proof of remittance should be provided / uploaded in the tender portal. For any help in e-tendering contact KEONICs e-Tender Help Desk: Mobile No: 09495045626, 09945469883, Phone No: 080-40482000.

Name: Executive Engineer (Ele)
Bank: Syndicate Bank
Name of Branch: Kavaratti
Bank Account No. 9950 221 0037913
IFSC Code: SYNB0009950

Important dates for E-tender shown below.
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<td>Uploading of Qualifying document by bidder</td>
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(R Ravichandar)
Executive Engineer (Ele)
QUALIFICATION OF THE BIDDER

Following documents are mandatory to receive the Bidding documents

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified in Part-A below regarding the Bidder’s technical experience, manufacturing/construction facilities and financial position as demonstrated by the Bidder’s responses in the corresponding Bid Schedules. The bidder shall also be required to furnish the information specified in Part-B in their Bid. Sub-contractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm or by consortium.

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

1.0 PART-A

1.1 Average Annual financial turnover during the last 2 years, ending 31\textsuperscript{st} March of the previous financial year, should be at least Rs. 20 crores.

1.2 Experience of having successfully completed supply/erection/operation of 1 MW – 5 MW capacity combustion type biomass power plant in the last 5 years, ending last day of the month previous to the one in which applications are invited. The experience should include either of the following:

a) Three projects of unit capacity 1 MW – 2 MW each and costing not less than Rs. 1230 lakhs.
   or
b) One project of unit capacity 5 MW cost not less than Rs.2460 lakhs.

1.3 Bids may be submitted by individual firms or consortium of firms as one of the following:

a) A single firm that meets the qualification requirements set forth in para 1.1 & 1.2 of Part-A above.

b) A consortium of firms wherein anyone of the partners should meet qualification requirements set forth in para 1.1 & 1.2 of Part-A above.

1.4 The scores for each individual of the partner in the consortium shall be added together to determine the bidder’s compliance with the minimum qualifying criteria set out in para 1.1. However in order for a consortium to qualify, the partner(s) of joint venture must meet the following minimum criteria:

i) The lead partner shall meet, not less than 50% of the minimum criteria given at Para 1.1 of Part-A.

ii) Each of the other partner(s) shall meet not less than 25% of the criteria given at Para 1.1 of Part-A above. Failure to comply with this requirement will result in rejection of the consortium’s bid. Sub-contractor’s experience and resources shall not be taken into account in determining the bidder’s compliance with qualifying criteria.

1.5 FUNCTIONING OF CONSORTIUM.
(a) One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partner of the consortium and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners as per Proforma in section “Annexure” of special condition of contract-Vol.-IA.

(b) All partners of the consortium shall be jointly and severally liable for the execution of the contract in accordance with the contract terms. A copy of the agreement, having such a provision, entered into by the consortium partners shall be submitted with the bid.

A statement to this effect shall be included in the authorization mentioned under (a) above, in the Bid Form and in the Contract Form (in case of a successful bid);

1.0 PART-B

1.1 The Bidder shall also furnish following documents/details with its bid.
The complete Annual Reports and Audited statement of accounts of the company for last three years, preceding the date of submission of bid. In case of consortium bids, the above mentioned documents have to be furnished separately for each consortium partner.

Note:
I. In the event the bidder is not able to furnish the information independently for the company, being a subsidiary company whose accounts are consolidated with the group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to the company in whose name the bid is submitted (not of its group/Holding/Parent Company) duly certified by competent authority such as: (i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant certifying that such information/documents are based on the audited accounts as the case may be.

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

2.2 Litigation History:

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

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

(R. RAVICHANDAR)
EXECUTIVE ENGINEER (ELE)
VOLUME – I

CONDITIONS OF CONTRACT

For

Generation and Supply of Electricity

(DOMESTIC BID)
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SECTION – INV

INVITATION TO BID

INVITATION TO BIDS (INV)

FOR

SUPPLY OF ELECTRICITY TO ELECTRICITY DEPARTMENT, UNION TERRITORY OF LAKSHADWEEP BY INSTALLING BIOMASS GENERATION PROJECTS IN THREE ISLANDS.

DATE OF ISSUANCE OF INV: 22.06.2015 (DOMESTIC COMPETITIVE BIDDING)

1.0 E-Tenders are invited in two-bid system by the Executive Engineer, Union Territory of Lakshadweep, Kavaratti on behalf of President of India for the “Supply of Electricity by installing Biomass Generation Projects (combustion route) at Kavaratti, Andrott and Kadmat. Details of proposed generation capacities are as follows:-

<table>
<thead>
<tr>
<th>Description/ Name of Islands</th>
<th>Kavaratti</th>
<th>Andrott</th>
<th>Kadmat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Generation Capacity in MW</td>
<td>2x1.0</td>
<td>2x1.0</td>
<td>1x1.0</td>
</tr>
</tbody>
</table>

Bidders can quote for one or all the 3 projects in order of their priority for execution.

1.1 The biomass fuel required for the operation of the power plants can be procured from different islands of Lakshadweep. There is abundance of coconut trees in these islands and the biomass fuel, consisting of coconut waste (shell, leaves, stem, coir dust) can be procured. Other types of biomass fuel are also available in these islands though in small quantity. Where availability of biomass fuel is not adequate, same can be procured from adjacent main land, as private vessels commute to and from Cochin/ Mangalore/Calicut to every island of Lakshadweep during fair season (September to May).

2.0 Scope of Work:

The project shall be executed under the BOT (Built Operate & Transfer) concept. Total power generated from the project shall be purchased by the Electricity Department for a period of ten years from the date of commissioning, on the basis of a PPA signed with the Developer. Within this ten years period, the Developer shall recover his cost and other charges through sale of electricity. The Developer shall handover the project to the Electricity Department in running condition and without any cost after operating for ten years. The term of project can be further extended for 5 years or more on mutual agreeable terms.
The Ministry of New & Renewable Energy (MNRE), GoI, has accorded in principle approval for capital grant of `2.0 crore per MW of generation capacity, out of which `1.5 crores is for plant and machinery and `0.5 crore is for infrastructure for fuel linkage and power evacuation etc. As the grant amount shall be passed on to the Developer, the bidders should take the grant amount into consideration while quoting their energy price. The grant will be released by the MNRE to the Developers directly, in installments, based on the recommendation of a Project Monitoring Committee (PMC) to be set up by the Electricity Department, UTL, wherein there will be an officer of the MNRE as member. The grant will be released as shown below, as per guidelines approved under the MNRE – UNDP/GEF Biomass Power Project:

- 15% of the grant will be released along with the sanction on submission of Bank Guarantee of equivalent amount valid for a period of 2 year + 6 months.
- 35% of the grant will be released towards plant & machinery on submission of proof for delivery of the same at site and inspection by the PMC. In case of civil works, this 35% may be split in two equal installments, if requested by the developer;
- 20% of the grant will be released on completion of erection and commissioning of the plant; and
- 30% of the grant will be released on successful operation of the project for a period of at least 6 months and its evaluation by the PMC.
- Priority will be given to bidders for transportation of Biomass from other islands of this UT by government cargo barges.

2.1 The existing peak demand (as on 31.03.2015) and the proposed plant capacities for each island are indicated below.

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<tr>
<th>Sl. No.</th>
<th>Name of the island</th>
<th>Present Peak Demand</th>
<th>Proposed Installed Capacity</th>
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<td>1.</td>
<td>Kavaratti</td>
<td>1800 KW</td>
<td>2.0 MW</td>
</tr>
<tr>
<td>2.</td>
<td>Andrott</td>
<td>1400 KW</td>
<td>2.0 MW</td>
</tr>
<tr>
<td>3.</td>
<td>Kadmat</td>
<td>900 KW</td>
<td>1.0 MW</td>
</tr>
</tbody>
</table>

2.2 The Electricity Department shall provide permit to install the Power Plant on specified land and to operate the plant for a specified period. A fee of `22 per Sq meter per annum in Kavaratti and `20 per Sq meter per annum in Andrott and Kadmat will be charged from the Developer for use of such land for power generation. Time-to-time changes in the lease amount will be paid by the developer as per actual. The ash disposal is in the scope of the developer. The Administration will facilitate in this regard.

2.3 Power shall be evacuated to the Electricity Department grid at 11 KV. As the distribution system in Lakshadweep is totally with under-ground cable, the Developer has to provide a suitable structure with necessary protection system in his switch yard where the Electricity Department can connect 11 KV cable to evacuate the power from the power station.
2.4 The Developer shall be responsible for obtaining necessary clearances at the time of establishment of Power Plant, at the time of commissioning (e.g. Consent to Establish from Pollution Control Board, certificates from local body if required, like fire department, boiler inspector, electrical inspector etc.) as well as at the time of operation of the Power Plants. The Department may however provide assistance in obtaining such approval, if required.

2.5 The availability of vacant land in these islands is very less. The Electricity Department has some land where Solar Photo voltaic panels are installed for generation of power. As the proposed Power Plants are generally to be accommodated within these lands, some of the PV panels have to be removed and re-installed mainly on the roof-top of the fuel store to be constructed for the Biomass Power Plant. The Developer may therefore visit the power house site before submitting tender and include the cost of re-installing the PV panels in the bid. The proposed site at Kavaratti will be at Oil Storage Yard near wind mill site.

3.0 Bid submission:

3.1 The Bidding Documents, which are available in the website www.tenderwizard.com/UTL for inspection & will be received online as detailed below:

| Inspection and receipt of bidding documents online | From 28.04.2016 |
| Cost of bidding documents online | Rs. 1500/- (payable through RTGS to account number mentioned in the tender notice.) |

3.2 Bidding Documents are non-transferable and can be downloaded by interested firms or their authorized representatives on payment of non-refundable form fee through RTGS to the account of Executive Engineer (Ele), Kavaratti. Bidding Documents will be issued only on verification of mandatory items submitted by vendors. Issuance of the Bidding Documents, however, shall not automatically mean that such firm fulfills/meets the Qualifying Requirements.

Bidders may note that any modification/clarification required on the bid document can be proposed before the pre-bid conference as per the procedure laid down at clause 6.0 of INB. The final decision on the proposed modification/clarification shall be intimated to all the bidders in writing by the Electricity Department at least 7 days prior to bid submission date. No deviation from the bid document shall be accepted by Electricity Department at the time of submission of Bid.

3.3 One copy of the technical bid documents (Not price bid) may be submitted to Executive Engineer (Ele), Electrical Division Office, UT of Lakshadweep, Kavaratti – 682555 by courier. Price bid submitted by any mode other than online will result in cancellation of the tender documents.
3.4 Bids shall be in three parts: (i) documents related to eligibility criteria, (ii) Technical and (iii) Financial. Bidders who do not meet the eligibility criteria will not be issued the bid document. Bidders who fail to meet the eligibility of technical bid as mentioned in the bid document, would not qualify for opening of financial bid.

3.5 Bidders can seek any clarification on the bid document at any point, in writing and for that purpose, their letter must reach Electricity Department on or before 24/06/2016 at 15.30 hrs.

3.6 Bids must be submitted to Electricity Department through E-Mode. Bids will be received and opened through E-Mode in presence of Bidder’s representatives who choose to be present, as per following schedule:

| Last date and time for submission of bids. (Through online) | 27/06/2016 at 15.00 hrs. |
| Technical Bid Opening date and time | 30/06/2016 at 15.30 hrs. |

3.7 All bids must be accompanied by earnest money in the form of bid guarantee to be calculated as rupees 7.5 lakh per MW capacity quoted by way of Bank guarantee from a nationalized bank in favour of Executive Engineer (Ele), Department of Electricity, Kavaratti – 682555. A scanned copy of the same may be uploaded. The bid guarantee shall be valid for a period of seven (7) calendar months from the date of opening of bids.

3.8 All correspondence/communication including those pertaining to purchase of Bidding Documents, clarification on bid document and submission of bids with regard to the above shall be made at the following address of Lakshadweep Energy Development Agency:-

The Executive Engineer (Ele),
Department of Electricity,
Electricity Division Office
Union Territory of Lakshadweep,
Kavaratti – 682 555,
Telephone: 04896 262970, 262269(T), 262127
Tele fax: 04896262936
Email: dirleda@gov.in & lk-ktelect@nic.in

3.9 Lakshadweep Energy Development Agency reserves the right to cancel / withdraw the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of LEDA, Lakshadweep.

(R. RAVICHANDAR)
Executive Engineer (Ele)
### SECTION – INB

### INSTRUCTION TO BIDDERS

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INSTRUCTION TO BIDDERS

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SECTION – INB

INSTRUCTION TO BIDDERS
A. INTRODUCTION

1.0 GENERAL INSTRUCTIONS

1.1 The Electricity Department, Union Territory of Lakshadweep, from herein called the “Purchaser”, will receive bids in respect of ‘Supply of Electricity’ from the Developer of Biomass Generation Project in three Islands. All bids shall be prepared and submitted in accordance with these instructions.

2.0 QUALIFYING REQUIREMENTS OF BIDDERS

2.1 This bidding is open to any manufacturer/EPC contractor of biomass generation plant or IPP Developer supplying power to utility through generation from Biomass Plant, who provides satisfactory evidence concerning the following that he:
   a. is a qualified manufacturer or EPC contractor, who regularly manufactures or installs the combustion based biomass generation plant of 1.0 MW - 5 MW capacity and has relevant technical knowledge and practical experience;
   b. does not anticipate any change in the ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined);
   c. has adequate financial stability and status (with average annual turnover of not less than Rs.165 lakhs in last three years) to meet the financial obligation pursuant to the scope of the works (the Bidders should submit 2 copies of their profit and loss account and balance sheet for the last five years).

   Further;
   d. (i) For Manufacturer:
      Has adequate plant and manufacturing capacity available to perform the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the installed manufacturing capacities and present commitments (excluding the work under this Specification) of the Bidder or his principal. If the present commitments are such that the installed capacity results in inadequacy of the manufacturing capacities to meet the requirement of equipment corresponding to this bid, then the details of alternative arrangements to be organized by the Bidder for this purpose and which shall meet the Purchaser’s approval, shall also be furnished;
   (ii) For EPC Contractor:
      Has adequate capacity for engineering procurement and construction to perform the works properly and expeditiously within the time period specified. The evidence shall consist of written details of the capacities and present commitments (excluding the work under this specification) of the Bidder or its principal. If the present commitments are such that may result in inadequacy to undertake the works corresponding to this bid (work under this specification), then the details of the alternative arrangements to be organized by the Bidder for this purpose and which shall meet the Purchaser’s approval, shall also be furnished;
   (iii) For IPP Developer:
Has adequate experience in developing IPP project, producing electricity from biomass plant with net energy sale of not less than 30 MU per annum and should be in the business of IPP for not less than two years.

development of IPP project, producing electricity from biomass plant with net energy sale of not less than 30 MU per annum and should be in the business of IPP for not less than two years.

e. has adequate field services organization to provide the necessary field erection and management services required to successfully erect, test and commission the equipment as required by the Specifications and Documents; and

f. has established quality assurance systems and organization, designed to achieve high levels of equipment reliability, both during his manufacturing and field installation activities.

2.2 Majority publicly owned enterprises domiciled in India may be eligible to qualify if, in addition to meeting all the qualifying requirements, they also:

(a) are commercially oriented legal entities and are not a government department;
(b) are financially autonomous, as demonstrated by requirements in their constitutions to provide separate audited accounts and return on capital, powers to raise loans and obtain revenues through the sale of goods or services; and
(c) are managerially autonomous.

2.3 In addition, the qualifying requirement stated in the accompanying ‘Special Conditions of Contract’ shall also apply.

2.4 The above stated requirements are minimum and Electricity Department reserves the right to request for any additional information and also reserves the right to reject the Proposal of any Bidder, if in the opinion of Electricity Department, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

3.0 COST OF BIDDING

3.1 The Bidder shall bear all costs and expenses associated with preparation and submission of bid including post-bid discussions, technical and other presentations etc, and Electricity Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
B. THE BIDDING DOCUMENTS

4.0 CONTENTS OF BIDDING DOCUMENT

4.1 The services required, bidding procedures and Contract terms and conditions are prescribed in the Bidding Document. In addition to the Invitation to Bids (INV), the Bidding Document is a compilation of the following Sections:

a. Instructions to Bidders – Section INB (Vol. I).
d. Special Conditions of Contract (Vol. IA).
e. Bid form and Price Schedules (Vol. IB).
f. Technical Specifications (Vol. II).
g. Technical Data Sheets (Vol. III).

5.0 UNDERSTANDING OF BID DOCUMENTS

5.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

6.0 CLARIFICATIONS ON BIDDING DOCUMENTS

6.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the Executive Engineer (Ele), Electricity Division Office, UT of Lakshadweep, Kavaratti Island – 682555 (Email: dirleda@gov.in or lk-ktelect@nic.in). The Electricity Department, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder’s Proposal. A prospective Bidder requiring any clarification on Bidding Document may notify Electricity Department in writing. Electricity Department will respond in writing to any request for such clarification of the Bidding Document which it receives not later than fifteen (15) days prior to the deadline for submission of bids prescribed by Electricity Department. Written copies of Electricity Department’s response (including an explanation of the query but without identifying its source) will be sent to all prospective Bidders who have received the Bidding Document.

6.2 Verbal clarification and information given by Electricity Department or his employee(s) or his representative(s) shall not in any way be binding on Electricity Department.
7.0 AMENDMENT TO BIDDING DOCUMENT

7.1 At any time prior to the deadline for submission of bids, Electricity Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

7.2 The amendment(s) will be notified in writing or e-mail or by telex or cable to all prospective Bidders, which have received the Bidding Document at the address contained in the letter of request for issue of Bidding Document from the Bidders. Electricity Department will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.3 In order to afford prospective Bidders reasonable time in which to take the amendment(s) into account in preparing their bids, Electricity Department may, at its discretion, extend the deadline for the submission of bids by a maximum period of 15 days.

7.4 Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

8.0 LANGUAGE OF BID

8.1 The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and Electricity Department shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

9.0 LOCAL CONDITIONS

9.1 It will be imperative on each Bidder to fully acquaint himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. Electricity Department shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

Bidders may also see the web site www.lakshadweep.gov.in to get acquainted about the infrastructure and resources available there.

9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by Electricity Department. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Electricity Department, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.
9.3 To enter Lakshadweep one has to obtain ‘Permit’. Detailed procedure for obtaining such permit is mentioned in the official website of Lakshadweep Administration. Bidder must acquaint himself about the procedure before submitting his bid. List of all employees along with their ID proof and duration of stay have to be submitted by the Developer for obtaining such permit.

10.0 DOCUMENTS COMPRISING THE BID

10.1 The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed in clause 4.0 above, indicating the services to be rendered and price.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause 2.0 above and accompanying Special Conditions of Contract.

10.3 The Bid Guarantee shall be furnished in a separate cover in accordance with clause 20.0 of Section INB.

11.0 SCOPE OF THE PROPOSAL

11.1 The scope of the Proposal is to supply electricity to the Electricity Department for ten years from the date of commissioning of the units (on BOT basis) by installing Biomass Generation Plants with biomass Combustion Boiler. After ten/fifteen years of operation, the Generation Plants are to be handed over to the Electricity Department in running condition and without any cost. While quoting the energy price, Bidders should take into account a capital grant of Rs. 2.0 crores per MW of generation capacity for which Ministry of New and Renewable Energy, Govt. of India has given an in-principle approval.

Electricity Department however, with mutual consent may extend the BOT contract for a further period of 5 years or more.

11.2 Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive:
   a) Bid Guarantee: Clause 20.0, Section INB, Volume-I, Conditions of Contract.
   c) Contract Performance Guarantee: Clause 38.0, Section INB, Volume-I, Conditions of Contract.
   d) Guarantee: Clause 12.0, Section GCC, Volume-I, Conditions of Contract.
   e) Liquidated damages: Clause 14.0, Section GCC, Volume-I, Conditions of Contract.
   f) Payment: Clause 24.0, Section GCC, Volume-I, Conditions of Contract.

Electricity Department’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
11.3 Bids not covering the above entire scope of Works shall be treated as incomplete and hence rejected.

12.0 BID PRICE

12.1 Bid price in appropriate schedule of bid form, Two part tariff (Fixed cost component and variable cost component) Fixed cost for 10 years and variable cost for first 2 years to be quoted along with tender and variable cost component will be reviewed after every two years by the Joint Electricity Regulatory Commission for UTs & State of Goa (JERC)

12.2 During the pre bid conference developers can discuss the issue related to tariff, if any

12.3 The Bidder shall also furnish the price break-up in the appropriate schedules of Bid Form to indicate the following:

i. Cost of installing the Biomass Generation Plant*.
ii. Quantum of energy sale per MW per annum considered
iii. Debt Equity ratio in respect of financing of the plant.
iv. Annual O&M expenditure.
v. Cost of Biomass fuel considered
vi. Working capital requirement
vii. Price escalation considered
viii. Cost of fund for capital expenditure and working capital.
ix. Average return on equity (RoE) in % age.
x. Whether availing accelerated depreciation benefit?

*Bidders are to provide the make and specifications of major equipment proposed to be installed in the plant.

13.0 CURRENCY AND PAYMENTS

13.1 Bidder shall indicate bid prices in Indian Rupees only.

13.2 Payment of electricity bill for the energy supplied shall be made by the Electricity Department as per the procedure laid down at clause 24.0 of GCC.

14.0 PROCEDURE FOR THE DETERMINATION OF ENERGY SOLD.

14.1 The energy meters installed with the 11 KV feeder control panels shall be tested, calibrated in a recognized Testing Laboratory before commissioning of power plant.

14.2 After calibration of the meter, same shall be installed with the 11 KV feeder control panel in presence of nominated Engineer from the Electricity Department and representative from the Developer, who after installation shall seal the meter.
14.3 There shall be joint meter reading of done by Engineers from Electricity Department and Developer every month 15th day on a specified date for the energy evacuated at the 11 KV feeders.

15.0 TAXES AND DUTIES

15.1 Taxes applicable will be as per policy of Ministry of New & Renewable Energy. Payment of all taxes, duties and other levies, if any, in respect of establishment of Biomass Power Plant in the Islands shall be the responsibility of the Bidder. No claim in this respect shall be entertained by the Electricity Department.

15.2 Sales tax, electricity duty, and other levies if any in respect of supply of electricity shall also be payable by the Bidder. However any subsequent change in Sale tax/Electricity duties/Local levies, shall be reimbursed/recovered by Electricity Department with/from the electricity supply bill payment.

At present no such tax mentioned vide clause 15.1 & 15.2 above is applicable in Lakshadweep

15.3 As regards the Income Tax, surcharge on Income Tax and other corporate taxes the Bidder shall be responsible for such payment to the concerned authorities.

16.0 PRICE ADJUSTMENT

16.1 The variable cost component will be reviewed after every two year by the JERC

17.0 TIME SCHEDULE

17.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for the commencement of the Electricity supply.

17.2 Schedule for the commissioning of Power Plants is mentioned in the accompanying Special Conditions of Contract.

17.3 The completion schedule as stated in the Special Conditions of Contract shall be one of the major factors in consideration of the bids.

17.4 Electricity Department reserves the right to request for a change in the work schedule during pre-award discussions with successful Bidder.

17.5 The successful Bidder will be required to prepare detailed PERT chart and finalize the same with Electricity Department as per the requirement of Clause 12.0, Section GCC.

18.0 CONTRACT QUALITY ASSURANCE
18.1 The Bidder shall include in his Proposal a Quality Assurance Programme containing the overall quality management procedures, which he proposes to follow during implementation of work during various phases.

18.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed upon and such agreed Programme shall form a part of the Contract.

19.0 INSURANCE

19.1 The Bidder’s insurance liabilities pertaining to the scope of works are detailed out in Clauses titled ‘Insurance’ in General Terms and Conditions of Contract and in Erection Conditions of this Volume I. Bidder’s attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

20.0 BID GUARANTEE

20.1 The Bidder shall furnish EMD as part of his bid guarantee which shall be valid for a period of seven (7) calendar months from the date of opening of bids.

20.2 The bid security is required to protect Electricity Department against the risk of Bidder’s conduct, which would warrant the guarantee forfeiture, pursuant to Clause. 20.7 mentioned below. The bid guarantee shall be made payable to Electricity Department without any condition whatsoever.

20.3 The bid guarantee shall be denominated in Indian Rupees only and shall be in one of the following forms:
   a. Crossed Bank draft in favour of Executive Engineer (Ele.), Electrical Division office, UT of Lakshadweep, Kavaratti - 682555 and payable at Kavaratti, from a reputed commercial Bank.
   b. A cheque certified by the Banker as good for payment drawn in favour of Executive Engineer (Ele.), Electrical Division office, UT of Lakshadweep, Kavaratti – 682555 and payable at Kavaratti from a reputed commercial Bank.

20.4 Any bid not secured in accordance with paras 20.1 and 20.3 above will be rejected by Electricity Department as non-responsive.

20.5 Unsuccessful Bidder’s bid guarantee will be returned as promptly as possible but not later than 60 days after the expiration of the period of bid validity prescribed by Electricity Department.

20.6 The successful Bidder’s bid guarantee will be returned upon the Bidder’s executing the Contract and furnishing the Performance Guarantee pursuant to Clause 38.0, Section-INB.

20.7 The bid guarantee may be forfeited:
a. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
b. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or
c. If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to Clause 31.2, Section-INB; or
d. If, as per the Qualifying Requirements the Bidder has to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that country, within ten days from the date of intimation of post-bid discussion; or
e. In case of a successful Bidder, if the Bidder fails to sign the Contract; or
f. In case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee.

20.8 The bid guarantee shall be submitted along with the bid in separate sealed envelope in one original and two copies. Any bid not accompanied by the required bid guarantee in accordance with provisions of this clause will be rejected and shall not be opened.

20.9 No interest shall be payable by Electricity Department on the above bid security.

21.0 PERIOD OF VALIDITY OF BIDS

21.1 Bids shall remain valid for 6 (six) calendar months from the date of bid opening prescribed by Electricity Department unless otherwise specified in the accompanying Special Conditions of Contract. A bid valid for a shorter period will be rejected as non-responsive.

21.2 In exceptional circumstances, Electricity Department may solicit the Bidder’s consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including cable or telex). The bid security provided under Clause 20.0 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required or permitted to modify its bid.

D. SUBMISSION OF BIDS

22.0 FORMAT OF BID

22.1 The Bidder shall prepare technical and price bid and submit them only through E-Mode submission through any other mode will result in cancel the tender document. One copy of the technical bid (Not price bid) may be forwarded to Executive Engineer (Ele), Kavaratti – 682555 by registered / speed post. Price bid shall be submitted only through e-mode.

22.2 The Bidders must submit the qualifying data in E-Mode by uploading the documents, as required in this Instruction to Bidders, scribed super as under:
“FOLLOWING DOCUMENTS FOR THE SUPPLY OF ELECTRICITY FROM BIOMASS GENERATION PLANT MAY BE FORWARDED BY REGISTERED / SPEED POST.”

22.4 Each copy of Bids shall be sealed in the following manner:
Envelope-I shall contain the Bid Guarantee in sealed condition and bear the words “Bid Guarantee”- one original and two copies.
Envelope-II shall contain the Technical bid in sealed condition and bear the words “TECHNICAL BID”- one COPY.
Envelope-III all the envelops shall be put into one envelop and sealed to form one technical bid and two copies of bid guarantee. Each envelop shall bear the words “Original Bid” or “Copy of Bid”.

23.0 SIGNATURE OF BIDS

23.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and upload by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

23.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).

23.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

23.4 A bid by a person who affixes to his signature the word ‘President’, ‘Managing Director’, ‘Secretary’, ‘Agent’ or other designation without disclosing his principal will be rejected.

23.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

23.6 The Bidder’s name stated on the Proposal shall be the exact legal name of the firm.

23.7 Bids not conforming to the above requirements of signing shall be disqualified.

24.0 SEALING AND MARKING OF BIDS

24.1 The Bidders shall seal the original and each copy of the bid (Envelope III) in an inner and an outer envelope, duly marking the envelopes as “Original” and “Copy”.

24.2 The inner and outer envelopes shall be:
a. addressed to Electricity Department at the following address:

The Executive Engineer,
b. bear the words “DO NOT OPEN BEFORE 30/06/2016.”

24.3 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened, in case it is declared “late” or “rejected”.

24.4 If the outer envelope is not sealed and marked as required by para 24.2 above, Electricity Department will assume no responsibility for the bid’s misplacement or premature opening.

25.0 DEADLINE FOR SUBMISSION OF BIDS

25.1 The Bidders have to upload all the bidding documents before the last date of submission of bid. Bids submitted by telex/telegram/any other mode will not be accepted. No request from any Bidder to collect the Proposals from airlines, cargo agents etc. shall be entertained.

25.2 Bids must be submitted online by E-Mode and one copy of technical document only may be sent to Electricity Department at the Office of the Executive Engineer (Ele.), Electrical Division, UT of Lakshadweep, Kavaratti – 682555 by courier.

25.3 Electricity Department may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document, in which case all rights and obligations of Electricity Department and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

26.0 LATE BIDS

26.1 Any bid received by Electricity Department after the time & date fixed or extended time and date for submission of bids prescribed by Electricity Department, will be rejected and/or returned unopened to the Bidder.

27.0 MODIFICATION AND WITHDRAWAL OF BIDS

27.1 The Bidder may modify or withdraw its bid after the bid’s submission provided that written notice of the modification or withdrawal is received by Electricity Department prior to the deadline prescribed for submission of bids.

27.2 The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 24.0.

27.3 No bid may be modified subsequent to the deadline for submission of bids.
27.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder’s forfeiture of its bid security.

28.0 INFORMATION REQUIRED WITH THE PROPOSAL

28.1 The bids must clearly indicate the name of the manufacturer, the type of model and the technical specifications of principleal equipment proposed to be erected. The bid should also contain drawings and descriptive materials indicating general dimensions.

28.2 The above information shall be provided by the Bidder in the form of separate sheets, drawings, catalogues, etc. in three copies.

28.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed, may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of Electricity Department.

28.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

28.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

28.6 In case the ‘Proposal’ information contradicts specification requirements, the specification requirements will govern.

E. BID OPENING AND EVALUATION

29.0 OPENING OF BIDS

29.1 Electricity Department will open Techno commercial bids in e-mode. The price bid opening will be finalized after prequalification.

29.2 The Bidders’ names, modifications, bid withdrawals and the presence or absence of the requisite bid guarantee and such other details as Electricity Department at its discretion, may consider appropriate will be announced at the opening.

29.3 No electronic recording devices will be permitted during bid opening.

30.0 CLARIFICATION OF BIDS
30.1 To assist in the examination, evaluation and comparison of bids Electricity Department may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

31.0 PRELIMINARY EXAMINATION

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

31.2 Prior to the detailed evaluation, Electricity Department will determine the substantial responsiveness of each bid to the Bidding Document. For the purpose of this Clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which limits in any substantial way, inconsistent with the bidding documents, the Purchasers rights or the bidder’s obligation under the contract or whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids and which affects in any way the price or commissioning date of the power plant or which limits in any way the responsibilities or liabilities of the Bidder or any right of the Electricity Department as required in these specifications and documents. Electricity Department’s determination of a bid’s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

31.3 A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the Bidder by correction of the non conformity.

31.4 Electricity Department may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

32.0 COMPARISON OF BIDS

For the purpose of evaluation and comparison of bids, the Total cost rate for supplying electricity to be considered is the Fixed cost rate for supplying electricity for 10 years plus Variable cost rate for supplying electricity for first 2 years quoted by the bidders for the supply of electricity for ten years provided the Bidder guarantees the performance of its plant as given in INB at clause 38.2 below.

33.0 CONTACTING THE PURCHASER

33.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by Electricity Department to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, Electricity
Department and/or his employees/representatives on matters related to the bids under consideration. Electricity Department, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

F. AWARD OF CONTRACT

34.0 AWARD CRITERIA

34.1 Electricity Department will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. Electricity Department shall be the sole judge in this regard.

35.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

35.1 Electricity Department reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Electricity Department’s action.

36.0 NOTIFICATION OF AWARD

36.1 Prior to the expiration of the period of bid validity and extended validity period, if any, Electricity Department will notify the successful Bidder in writing by registered letter or by cable/ telex/ fax, to be confirmed in writing by registered letter that its bid has been accepted.

36.2 The notification of award will constitute the formation of the Contract.

36.3 Upon the successful Bidder’s furnishing of Contract Performance Guarantee pursuant to Clause 38.0, Electricity Department will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 20.5 of Section-INB.

37.0 SIGNING OF CONTRACT

37.1 At the same time, as Electricity Department notifies the successful Bidder that its bid has been accepted, Electricity Department will send the Bidder the detailed Letter of Award, incorporating all agreements between the parties.

37.2 Within 15 days of receipt of the detailed Letter of Award, the successful Bidder shall sign and date the same and return it to Electricity Department.

37.3 The Bidder will prepare the Contract Agreement as per the proforma enclosed at Annexure-V to this Volume I and the same will be signed within 60 (sixty) days of Notification of Award.
38.0 CONTRACT PERFORMANCE GUARANTEE

38.1 As a Contract Performance Security, the successful Bidder, to whom the work is awarded, along with 15% of grant released shall be required to furnish a performance guarantee equivalent to the amount from nationalized bank in the form attached as annexure one of this volume I in favour of Executive Engineer Electrical, Kavaratti. It shall be converted as PBG and shall guarantee the faithful performance of the contract in accordance with relevant rule, terms and conditions specified in this documents and specification. The said bank guarantee shall be valid for a period of 2 years and 60 days beyond the period of completion of all contractual obligations of the developer.

38.2 The Performance Guarantee shall cover additionally the following guarantees:

a. The successful Bidder guarantees the satisfactory operation of the power plant for not less than 305 (three hundred and five) days in a year for ten years. There can be shutdown of not more than 45 (forty five) days for scheduled maintenance and not more than 15 (fifteen) days for unscheduled maintenance. In case of failure for over and above the said period the developer should appeal to the Executive Engineer (Ele) with justification.

Bidder may note that starting from 2016-17, the minimum guaranteed purchase of energy shall be 5 MU per MW for Kavaratti, 4 MU per MW for Andrott and Kamdath from proposed 5.0 MW of installed capacity in three islands with annual growth of about 5%.

38.3 The Performance Guarantee will be returned to the Contractor at the end of contract period, unless otherwise specified in the Special Conditions of Contract.

Bidders be informed that this is not a tender for supply of any equipment/material but for supply of Electricity by establishing Biomass Generation Plant as per PPA to be signed between the Developer and the Electricity Department.

(R. RAVICHANDAR)
Executive Engineer (Ele)
CHECK LIST FOR BID SUBMISSION

Before submission of bid, the following major points may be checked by the Bidder.

• Scanned Copy of Demand Draft for form Fee (Non refundable).
• Scanned copy of Bank Guarantee /Demand Draft/Bankers Cheque for EMD.
• Scanned Copy of details for annual turnover of last three years ending March 31st 2015.
• Sales Tax Registration number.
• Manufacturer’s catalogues and leaf-lets giving full technical specifications of principal equipment’s proposed to be erected along with drawings and descriptive materials indicating general dimensions have been provided in the form of separate sheets and to be submitted in hard copy.
• Scanned copy of the experience of the contractor
• If any deviation, details of deviation statement.

(R. RAVICHANDAR)
Executive Engineer (Ele)

End of INB
SECTION – GCC

GENERAL TERMS & CONDITIONS OF CONTRACT

GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)
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A. INTRODUCTION

1.0 DEFINITION OF TERMS

1.1 ‘Contract’ means the agreement entered into between the Purchaser and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.2 ‘Purchaser’ or ‘Owner’ shall mean ‘Electricity Department under Administration of Union Territory of Lakshadweep’.

1.3 ‘Contractor’ or ‘Manufacturer’ or Developer shall mean the Bidder whose bid will be accepted by the Purchaser for the award of the Works and shall include such successful Bidder’s legal representatives, successors and permitted assigns.

1.4 ‘Sub-Contractor’ shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Bidder with the consent in writing of the Electricity Department and will include the legal representatives, successors and permitted assigns of such person.

1.5 ‘Engineer’ shall mean the officer appointed in writing by the Purchaser to act as Engineer from time to time for the purpose of the Contract.

1.6 ‘Consulting Engineer’/‘Consultant’ shall mean any firm or person duly appointed as such from time to time by the Purchaser.

1.7 The terms ‘Supply of Electricity’ shall mean supplying electrical energy by installing Biomass Generation Plant under the Contract.

1.8 ‘Specifications’ 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.

1.9 ‘Site’ shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Purchaser or Contractor in the performance of the Contract.

1.10 The term ‘Contract Price’ shall mean the levelised tariff quoted by the Contractor in his bid for supplying electrical energy for a period of ten years with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.

1.11 ‘Manufacturer’s Works’ or ‘Contractor’s Works’, shall mean the place of work used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.

1.12 ‘Inspector’ shall mean the Purchaser or any person nominated by the Purchaser from time to time, to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Purchaser.

1.13 ‘Notice of Award of Contract’/‘Letter of Award’/‘Telex of Award’ shall mean the official notice issued by the Purchaser notifying the Contractor that his bid has been accepted.

1.14 ‘Date of Contract’ shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.
1.15 ‘Month’ shall mean the calendar month. ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
A ‘Week’ shall mean continuous period of seven (7) days.

1.16 ‘Writing’ shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.

1.17 When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Purchaser/Engineer.

1.18 ‘Start up’ shall mean the time period required to bring the power plant to be installed under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check-out of equipment and supporting sub-system, initial operation of the complete equipment and to obtain necessary pre-trial operation data, perform calibration and corrective action, shut-down, inspection and adjustment prior to the trial operation period.

1.19 ‘Operation’ shall mean the integral operation of the complete power plant with the sub-system and supporting equipment in service or available for service.

1.20 ‘Stabilization Period’ shall mean the period within which the plant will get stabilized to operate on continuous basis and with different load. Normally initial operation period of six months is considered as stabilization period.

1.21 ‘Latent Defects’ shall mean such defects caused by faulty designs, material or work-man-ship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.

1.22 ‘Drawing’, ‘Plans, shall mean all:
   a) Drawings furnished by the Purchaser/Consultant as a basis of Bid/Proposals.
   b) Supplementary drawings furnished by the Purchaser/Consultant to clarify and to define in greater detail the intent of the Contract.
   c) Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Purchaser/Consultant.
   d) Drawings furnished by the Purchaser/Consultant to the Contractor during the progress of the work; and
   e) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Purchaser.

1.23 ‘Codes’ shall mean the following including the latest amendments and/or replacements, if any:
   a) Indian Electricity Act, 1910 and Rules and Regulations made under there.
   b) Indian Factory Act, 1948 and Rules and Regulations made under there.
   c) Indian Explosives Act, 1884 and Rules and Regulations made under there.
   d) Indian Petroleum Act, 1934 and Rules and Regulations made under there.
   e) A.S.M.E. Test Codes.
   f) A.I.E.E. Test Codes.
   g) American Society of Materials Testing Codes.
   h) Bureau of Indian Standards (BIS).
   i) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
1.24 Words imparting the singular only shall also include the plural and vice versa where the context so requires.

1.25 Words imparting ‘Person’ shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.

1.26 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

The various Acts and Regulations are normally available for sale from the following addresses:

i) Deputy Controller
   Publication Department
   Government of India
   Civil Lines,
   DELHI-110 006

ii) Deptt. Of Publication
    (Government of India),
    Kitab Mahal
    Unit No.21, Emporia Building,
    Baba Kharak Singh Marg,
    NEW DELHI – 110 001

Or with leading Government authorised Sellers.

2.0 APPLICATION

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.0 STANDARDS

The Biomass Generation Plant to be installed under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods and such standards shall be the latest issued by the concerned institution.

4.0 LAND FOR POWER HOUSE

Land for the establishment of Biomass Power Plant shall be provided by the Electricity Department as mentioned at clause 2.2 and 2.5 of INV.

5.0 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.

6.0 CONTRACT DOCUMENTS

6.1 The term Contract Documents shall mean and include the following, which shall be deemed to form an integral part of the Contract:
a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other documents included under Volume-I, and the Special Conditions of Contract.

b) Specifications of the equipment to be erected under the Contract as brought out in the accompanying Technical Specifications.

c) Contractor’s Bid Proposal and the documents attached to there including the letters of clarifications thereto between the Contractor and the Purchaser/Consultant prior to the Award of Contract except to the extent of repugnancy.

d) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Purchaser/Consultant.

e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

6.2 In the event of any conflict between the above mentioned documents, the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the parties.

7.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

7.1 The Contractor shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed 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.

7.2 The Contractor shall not, without the Purchaser’s prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

7.3 The Contractor shall not communicate or use 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 Purchaser.

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

8.0 JURISDICTION OF CONTRACT

8.1 The laws applicable to the Contract shall be the laws in force in India. The Courts of Kerala shall have exclusive jurisdiction in all matters arising under this Contract.

9.0 MANNER OF EXECUTION OF CONTRACT

9.1 The Purchaser, after issuing the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval.
9.2 The Agreement, unless otherwise agreed to, shall be signed within 60 days of the acceptance of the Letter of Award, at the office of the Purchaser on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee in three copies, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

9.3 The Agreement will be signed in three originals and the Contractor shall be provided with one signed original and the rest will be retained by the Purchaser.

9.4 The Contractor shall provide free of cost to the Purchaser all the Engineering data, drawings, and descriptive materials submitted with the bid, in at least three copies to form a part of the Contract immediately after issue of Letter of Award.

10.0 ENFORCEMENT OF TERMS

10.1 The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in anyway to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

11.0 COMPLETION OF CONTRACT

11.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed on the expiry of the guarantee period as provided for under the clause titled ‘Guarantee’ in this section of the Volume-I.

B. GUARANTEES & LIABILITIES

12.0 TIME – THE ESSENCE OF CONTRACT

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

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

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

12.4 Subsequent to the finalisation of the network, contractor shall make available to the Engineer a detailed manufacturing and erection programme in line with the agreed network. Such manufacturing programme and the erection programme shall be reviewed, updated and submitted to the Engineer once every two months thereafter.

12.5 The above bar charts/manufacturing programme or the erection programme shall be compatible with the Purchaser’s computer environment and furnished to the Purchaser on such media as may be desired by the Purchaser.

13.0 EFFECTIVENESS OF CONTRACT

13.1 The Contract shall be considered as having come into force from the date of the notification of award unless otherwise provided in the notification of award.

14.0 LIQUIDATED DAMAGES

14.1 Liquidated damages for not meeting performance guaranteed for the operation of the power plant and also for not supplying the guaranteed amount of energy as mentioned at clause 38.2 of INB, shall be recovered from the Contractor as detailed in Technical Specifications / Special Conditions of Contract. Such liquidated damages shall be without any limitation whatsoever and shall be in addition to damages, if any, payable under any other clause of Conditions of Contract.

15.0 TAXES, PERMITS & LICENCES

15.1 The Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Purchaser or the Contractor in pursuance of the Contract. In addition, the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

16.0 PATENT RIGHTS AND ROYALTIES

16.1 Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall
keep the Purchaser indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Purchaser, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against the Purchaser.

17.0 DEFENCE OF SUITS

17.1 If any action in court is brought against the Purchaser or Engineer or an officer or agent of the Purchaser, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Purchaser, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising out of such action.

18.0 LIMITATION OF LIABILITIES

18.1 The final payment by the Purchaser in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the contract period and after handing over all assets created under the contract and till such time the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments.

19.0 PACKING, FORWARDING AND SHIPMENT

19.1 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, road and sea 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.

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

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

19.4 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to Site.

19.5 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. He shall be solely responsible for proper storage and safe custody of all equipment.

20.0  COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

20.1 The Contractor shall agree to cooperate with the Purchaser’s other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Purchaser in respect of such exchange of technical information.

21.0  PROGRESS REPORTS AND PHOTOGRAPHS

21.1 During the various stages of the work, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer with such materials as, charts, networks, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer and shall be submitted in at least three (3) copies.

C.  CONTRACT SECURITY AND PAYMENTS

22.0  CONTRACT PERFORMANCE GUARANTEE

22.1 The Contractor shall furnish Contract Performance Guarantee(s) for the proper fulfillment of the Contract in prescribed form within thirty (30) days of “Notice of Award of Contract”. The performance guarantee(s) shall be as per terms prescribed in Section INB, Conditions of Contract Vol.I and/or Special Conditions of Contract.

23.0  PAYMENT

23.1 The payment to the Contractor for the supply of electrical energy will be made by the Purchaser as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of the contract period and on fulfillment by the Contractor all his liabilities under the Contract.

23.2 Currency of Payment

All payments under the Contract shall be made in Indian Rupees only.

23.3 Due Dates for Payments
As the proposed bid is for supply of electrical energy on regular basis for ten years, payments become due only when Biomass Power Plant is commissioned and electrical energy is supplied to the Electricity Department. Detailed procedure for payment is given at clause 7.0 and 9.0 of SCC.

23.4 Payment Schedule

Periodic payment shall be made by the Electricity Department for electrical energy already supplied. Such periodic payment shall be done on the basis of energy supplied in the last 15 days.

23.5 Application for Payment

The Contractor shall submit application for the payment in the prescribed proforma of the Purchaser. Proforma for application for payment is enclosed as Annexure-I V of Volume-I. Each such application shall state the amount claimed and shall set forth in detail the quantum of energy supplied, period of supply and the amount due for the supply. Any change in taxes or duties after submission of bid for the sale of electricity can also be claimed in subsequent bills.

D. RISK DISTRIBUTION

24.0 INSURANCE

24.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Purchaser against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Purchaser. 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 Contractor’s failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. Further the insurance should be in freely convertible currency.

24.2 Any loss or damage to the equipment during handling, transportation, storage, erection, commissioning and also during operation till completion of the contract period shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The Contractor shall provide the Purchaser with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Purchaser immediately after such insurance coverage is taken by him. The Contractor shall also inform the Purchaser 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 etc., as may be necessary well in time.
24.3 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, 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 upto 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.

24.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor’s account and will be included in Contract Price.

24.5 The clause titled ‘Insurance’ under the section ECC of this Volume-I, covers the additional insurance requirements for the portion of the works to be performed at the Site.

25.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the power plant is handed over to the Purchaser in running condition at the end of contract period.

26.0 DELAYS BY PURCHASER OR HIS AUTHORIZED AGENTS

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

27.0 FORCE MAJEURE

27.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Purchaser as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;

b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees and embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.
27.2 The Contractor or the Purchaser shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor’s performance of obligation has been delayed due to other causes.

28.0 SUSPENSION OF WORK

28.1 The Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

28.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Purchaser, provided such costs are substantiated to the satisfaction of the Engineer. The Purchaser shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.

29.0 TERMINATION OF CONTRACT ON PURCHASER`S INITIATIVE

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

30.0 FRUSTRATION OF CONTRACT

30.1 In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 30.3 below.

30.2 In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of willful or flagrant breach by the Purchaser and/or Contractor) then the works
under the Contract shall be suspended. Furthermore, if the Purchaser is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

30.3 In the event referred to in sub-clauses 30.1 & 30.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on “Quantum merit” basis, which shall be determined by mutual agreement between the parties.

30.4 Frustration of Contract: In the event when the purchaser is unable to make payment to the contractor for more than 2 months, then the contractor can stop the supply but still receive the fixed tariff considering deemed generation.

31.0 Grafts and Commissions etc.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Purchaser, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Purchaser resulting from any cancellation. The Purchaser shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

E. Resolution of Disputes

32.0 Settlement of Disputes

32.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

32.2 If any dispute or difference of any kind, whatsoever, shall arise between the Purchaser and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Purchaser and the Contractor.

32.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Contract and shall forthwith be given effect to by the Contractor who shall proceed with the contractual obligation with all due diligence, whether he or the Purchaser requires arbitration as hereinafter provided or not.
32.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

32.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Purchaser or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

33.0 ARBITRATION

33.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

33.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Purchaser and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

33.3 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of arbitration shall be Kochi/Kerala.

33.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

33.5 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

33.6 If no decision is given by the Engineer in accordance with the foregoing provisions, it shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

33.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
34.0 RECONCILIATION OF ACCOUNTS

The Contractor shall prepare and submit every six months, a statement covering payments claimed and the payments received vis-à-vis the energy supplied, for reconciliation of accounts with the Purchaser.

(R. RAVICHANDAR)
Executive Engineer (Ele)

END OF SECTION - GCC
SECTION – ECC

ERECTION CONDITIONS OF CONTRACT
## ERECTION CONDITIONS OF CONTRACT

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SECTION - ECC
ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

1.1 The following shall supplement the conditions already contained in other parts of these specifications and document and shall govern the portion of the work of this Contract to be performed at Site.

1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his contract. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor.

2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. Should any such inspection or registration need to be rearranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

3.0 PURCHASER'S LIEN ON EQUIPMENT

The Purchaser shall have lien on all equipment erected under the Contract. The Purchaser shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer.

4.0 ACCESS TO SITE AND WORKS ON SITE

4.1 Suitable access to Site shall be afforded to the Contractor by the Purchaser in reasonable time.

4.2 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work on the Site.

4.3 To enter Lakshadweep one has to obtain ‘Permit’ from Administration of U.T. of Lakshadweep. Detailed procedure to be followed for obtaining such permit is mentioned in the official web site of Lakshadweep Administration www.lakshadweep.gov.in. Bidder must acquaint himself about the procedure before submitting his bid.

5.0 DEVELOPER’S SITE OFFICE ESTABLISHMENT

The Developer shall establish a Site Office at the site and keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative communicated to the said authorized resident representative of the Developer shall be deemed to have been communicated to the Contractor at his legal address.
6.0 CO-OPERATION WITH OTHER CONTRACTORS

6.1 The Contractor shall co-operate with all other Contractors or tradesmen of the Purchaser, who may be performing other works on behalf of the Purchaser and the workmen who may be employed by the Purchaser and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Purchaser, due to the Contractor's work shall promptly be made good at the Contractor's own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the Purchaser in regard to their work. If the work of the Contractor is delayed because of any acts of omission of another Contractor, the Contractor shall have no claim against the Purchaser on that account other than an extension of time for completing his Works.

7.0 DISCIPLINE OF WORKMEN

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

8.0 CONTRACTOR'S FIELD OPERATION

8.1 The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.
8.2 The Contractor shall also be responsible for the safety and efficient operation of the plants including proper maintenance of the plants.
8.3 The Contractor shall have the complete responsibility for the conditions of the Worksite including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

9.0 PHOTOGRAPHS AND PROGRESS REPORT

9.1 The Contractor shall furnish three (3) prints each to the Engineer of progress photographs of the work done at Site. Photographs shall be taken as and when indicated by the Engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of the photograph.
9.2 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

10.0 PROTECTION OF WORK
The Developer shall have total responsibility for protecting his works till it is finally taken over by the Electricity Department. No claim will be entertained by the Purchaser or by the Engineer for any damage or loss to the Developer’s works and the Developer shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings. Should any such damage to the Developer’s works occur because of any other party not being under his supervision or control, the Developer shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Developer and the other party or parties concerned regarding the responsibility for damage to the Developer’s works, the same shall be resolved as per the provisions of the Clause 6.0 above titled "Cooperation with other Contractors". The Developer shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Developer shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

11.0 EMPLOYMENT OF LABOUR

11.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labourer shall be employed after darkness. No person below the age of eighteen years shall be employed.

11.2 All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor’s employees shall be the sole responsibility of the Contractor.

11.3 Working hours will normally be eight (8) hours per day and six days in a week.

11.4 The Contractor’s employees shall wear identification badges while on work at Site.

11.5 In case the Purchaser becomes liable to pay any wages or dues to Labourer or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Purchaser may make such payment and shall recover the same from the Contractor’s bills.

12.0 COMPLIANCE WITH LABOUR REGULATIONS

12.1 During continuance of the contract, the Contractor and his sub-contractors shall abide by at all times by all applicable existing labour enactments and rules made there-under, regulations, notifications and byelaws of the Lakshadweep Administration or Central Government and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the Lakshadweep Administration or the Central Government.

12.2 The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Purchaser at any point of time.

12.3 The Contractor shall keep the Purchaser indemnified in case any action is taken against the Purchaser by the competent authority on account of contravention of any of the provisions of any Act or rules made under there, regulations, or notifications including amendments.

12.4 If the Purchaser is caused to pay under any law as Principal Purchaser such amount as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the Notifications / Byelaws / Acts / Rules / Regulations including amendments, if any, on the part of the Contractor, the Purchaser shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Purchaser including his amount of performance security for adjusting the aforesaid payment. The Purchaser shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Purchaser.
12.5 Salient features of some major laws applicable to establishments engaged in building and other construction works:

(a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

(b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employee P.F. and Miscellaneous Provision Act 1952: The Act provides for contribution by the Purchaser plus workers @ 10% of wages paid to the worker. The benefits under these are:
   i) Pension or family pension on retirement or death, as the case may be.
   ii) Deposit linked insurance on death in harness of the worker.
   iii) Payment of P.F. accumulation on retirement/death etc.

(d) Maternity Benefit Act 1951: The Act provides for leave and some other benefit for women employees in case of confinement or miscarriage etc.

(e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case contractor fails to provide, the same are required to be provided, by the Principal Purchaser by law. The Principal Purchaser is required to take Certification of Registration and the Contractor is required to take license from the designated Officer: The Act is applicable to the establishments or contractor of Principal Purchaser if they employ 20 or more contract labour.

(f) Minimum Wages Act 1948: The Purchaser is supposed to pay not less than the Minimum Wages fixed by appropriate Govt. as per provision of the Act if the employment is scheduled employment.

(g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfer, training and promotions etc.

(i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing salary upto a certain limit. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances.

(j) Industrial Dispute Act 1947: The act lays down the machinery and procedure for resolution of industrial disputes, in what situations as strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Purchaser on matters provided in the Act and get the same certified by the designated Authority.

(l) Trade Unions, Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Purchasers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as; housing, medical aid, travelling expenses from home upto the establishment and back, etc.

(o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Purchaser of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the work place etc. The Purchaser to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

(p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

13.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

13.1 Communication
The Purchaser will extend the telephone and telex facilities, if available at Site, for purposes of Contract. The Contractor shall be charged at actual for such facilities.

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

13.2.2 The Purchaser will provide the Contractor, in case of any emergency, the services of an ambulance for transportation to the nearest hospital.

13.3 Cleanliness
13.3.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed off in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

13.3.2 Similarly the labour colony, the offices and the residential areas of the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer. Proper sanitary arrangement shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

14.0 FIRE PROTECTION
14.1 The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable materials before moving into the construction' or storage area.

14.2 Similarly, corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be of waterproof and flame resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

14.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

14.4 The Contractor shall provide enough fire protection equipment of the types and numbers for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times.

15.0 SECURITY

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

16.0 CONTRACTOR'S CO-OPERATION WITH THE PURCHASER

In case where the performance of the erection work by the Contractor affects the operation of the system facilities of the Purchaser, such erection work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Contractor. The Engineer may impose such restrictions on the facilities provided to the Contractor such as electricity, water, etc. as he may think fit in the interest of the Purchaser and the Contractor shall strictly adhere to such restrictions and co-operate with the Engineer.

17.0 FIELD OFFICE RECORDS

The Contractor shall maintain at his Site office up to date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, and supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

18.0 CONTRACTOR’S MATERIALS BROUGHT ON TO SITE
18.1 The Purchaser shall have a lien on all goods brought to site for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Purchaser shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

18.2 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty to dispose off such materials and credit the proceeds thereto to the account of the Contractor.

19.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

19.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Purchaser and the employees of other Contractors and Sub-Contractors and all public and private property including structures, building, other plants and equipment and utility either above or below the ground.

19.2 The Contractor will ensure provision of necessary safety equipment such as barriers, signboards, warning lights and alarms, etc. to provide adequate protections to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer and the Purchaser of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such Purchasers, related to removal and/or replacement or protection of such property and utilities.

20.0 PAINTING

All exposed metal parts of the equipment including piping, structures, railing etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, grease, oil and other foreign materials by wire brushing, scraping or sand blasting and the same being inspected and approved by the Engineer for painting. Afterwards, the above parts shall be finished painted with two coats of allowed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and shall be of the colour as approved by the Engineer.

21.0 INSURANCE

21.1 In addition to the conditions covered under the Clause titled 'Insurance' in General terms and conditions of Contract of this Volume-I, the following provisions will also apply to the portion of works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing Works.

21.2 Workmen's Compensation Insurance This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1923 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employee, which for any reason are not covered under the Workmen's Compensation Act, 1923. The liabilities shall not be less than Workmen's Compensation as per statutory Provisions for Employee's liability.
21.3 Comprehensive Automobile Insurance: This insurance shall be in such a form so as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Purchaser’s men and damage to the property of others arising from the use of motor vehicles during, on or off the Site operations, irrespective of the ownership of such vehicles.

21.4 Comprehensive General Liability Insurance:

21.4.1 The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause titled ‘Defense of Suits’ under General Terms and Conditions of Contract of this Volume-I.

21.4.2 The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract.

21.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

22.0 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

23.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc., which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

24.0 WORK & SAFETY REGULATIONS

24.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to the Purchaser or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.
24.2 The Contractor will notify well in advance to the Engineer of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive* or petroleum substance or such chemicals which may involve hazards. The Engineer shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Purchaser and the Purchaser shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Engineer’s instructions. Further, any such decision of the Engineer shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the Engineer, the Contractor shall use alternative methods with the approval of the Engineer without any cost implication to the Purchaser or extension of work schedule.

24.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act, 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

24.4 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer’s Operation Manual and safety instructions and as per Guidelines/rules of the Purchaser in this regard.

24.5 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act, 1948, Indian Electricity Act, 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.

24.6 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

24.7 The Contractor shall be fully responsible for the safe storage of his and his Sub-Contractor’s radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by the Contractor.

24.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.

24.9 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only, shall be used by the Contractor.
24.10 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Purchaser or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by the Purchaser to handle such fuses, wiring or electrical equipment.

24.11 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Purchaser, he shall:
   a) Satisfy the Engineer that the appliance is in good working condition;
   b) Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
   c) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.

24.12 The Engineer will not grant permission to connect until he is satisfied that:
   a) The appliance is in good condition and is fitted with suitable plug;
   b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

24.13 No electric cable in use by the Contractor/Purchaser will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

24.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.

24.15 The Contractors shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain his temporary electrical installation.

24.16 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-Contractors, the Sub-Contractor’s workmen/employees will also be considered as the Contractor’s employees/workmen for the above purpose. The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Engineer with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

24.17 In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.

24.18 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal' against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

24.19 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in clause 24.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

24.20 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:
Safety Rules:

a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.

b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.

c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.

d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.

e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.

f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.

g) The staircases and passageways shall be adequately lighted.

h) The employees when working around moving machinery, must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.

i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.

j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

k) In case of rock excavation, blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.

24.21 The Contractor shall follow and comply with the Purchaser's Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and Purchaser's Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

24.22 If the Contractor fails in providing safe working environment as per Purchaser's Safety Rules or continues the work even after being instructed to stop work by the Engineer as provided in clause 24.18 above, the Contractor shall promptly pay to the Purchaser, on demand by the Purchaser, compensation at the rate of Rs. 5,000/- per day or part thereof till the instructions are complied with and so certified by the Engineer. However, in case of accident taking place, causing injury to any individual, the provisions contained in clause 24.23 below shall also apply in addition to compensation mentioned in this clause.

24.23 If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by the Purchaser or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other Contractors or Purchaser's employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to the Purchaser as per the relevant terms of the workman compensation act prevailing at that time.

Permanent disablement shall have same meaning as indicated in Workmen’s Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules
framed under there or any other applicable laws as applicable from time to time. In case the Purchaser is made to pay such compensation then the Contractor is liable to reimburse the Purchaser such amount in addition to the compensation indicated above.

24.24 If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by the Purchaser and no accident occurs then the Purchaser may consider the performance of the Contractor and award suitable 'ACCIDENT FREE SAFETY MERITORIOUS AWARD' as per scheme as may be announced separately from time to time.

25.0 CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

26.0 CHECK OUT OF CONTROL SYSTEMS

After completion of wiring, cabling furnished under separate specification and laid and terminated by the Purchaser, the Contractor shall check out the operation of all control system for the equipment furnished and installed under these specifications and documents.

27.0 CIVIL STRUCTURE

No major RCC construction is permitted in Lakshadweep Islands. Except for equipment foundations, all civil structures should preferably be of pre-fabricated design. For any construction work, CRZ rule as applicable in Lakshadweep shall be followed.

28.0 CABLING

28.1 All cables shall be supported by conduits or cable trays run in air or in cable channels. These shall be installed in exposed runs parallel or perpendicular to dominant surface with right angle turn made of symmetrical bends for fittings. When cables are run on cable trays, they shall be clamped at minimum intervals of 2000 mm or otherwise as directed by the Engineer.

28.2 Each cable, whether power or control, shall be provided with a metallic or plastic tag of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the Contractor), at every 5 meter run or part thereof and at both ends of the cable adjacent to the terminations. Cable routing is to be done in such a way that cables are accessible for any maintenance and for easy identification.

28.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 1100 V grade shall be 15 D, where D is the overall diameter of the cable. Installation of other cables like high voltage, coaxial, screened compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations. Where ever cables cross roads and water, oils, sewage or gas lines, special care should be taken for the protection of the cables in designing the cables channels.

28.4 In each cable run some extra length shall be kept at a suitable point to enable one or two straight through joints to be made, should the cable develop fault at a later date.

28.5 Control cable terminations shall be made in accordance with wiring diagrams, using identifying codes subject to Engineer's approval. Multi-core control cable jackets shall be removed as required to train and terminate the conductors. The cable jacket shall be left on the cable, as far as possible, to the
point of the first conductor branch. The insulated conductors from which the jacket is removed shall be neatly twined in bundles and terminated. The bundles shall be firmly, but not tightly, tied utilizing plastic or nylon ties or specially treated fungus protected cord made for this purpose. Control cable conductor insulation shall be secure and even.

28.6 The connectors for control cables shall be covered with a transparent insulating sleeve so as to prevent accidental contact with ground or adjacent terminals and shall preferably be terminated in elmex terminals and washers. The insulating sleeve shall be fire resistant and shall be long enough to over pass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

(R. RAVICHANDAR)
Executive Engineer (Ele)

END OF SECTION – ECC
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ANNEXURE-I

PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE
(To be stamped in accordance with Stamp Act)

Ref. ......................................................... Bank Guarantee No..............................................

Date..................................................

To
The Executive Engineer,
Electricity Department,
.............................................................

Dear Sir,

In consideration of......................(hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s ...........................................with its Registered/Head office at.............................................................(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof; include its successors, administrators, executors and assigns), a Contract by issue of Purchaser's Letter of Award No.................. dated ..................... and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No............................... dated............. Involving a capital expenditure of Rs. .................. and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. .................. (%). percentage of the capital cost involved, to the Purchaser.

We.................................................................................................................................

(Name & Address)

having its Head Office at................................................................. (hereinafter referred to as the 'Bank', (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser on demand any and all monies payable by the Contractor to the extent of ..................% as aforesaid at any time upto ..................$.................. (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Purchaser on the Bank shall be conclusive and binding not withstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants,
contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Purchaser may have in relation to the Contractor's liabilities. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force upto and including ........................... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s ........................... on whose behalf this guarantee has been given.

Dated this..................... day of............................ 20 ....................... .at. ....................

WITNESS

... ...................................... ...............

(Signature) ................................................. .....

(Name) .......................................................

(Official Address) ........................................

(Designation with Bank Stamp) Attorney as per Power of Attorney No. ............................

Date........................................

$ This sum shall be ten per cent (10%) of the capital cost of power plants.

$$ The date will be initially for two years from the date of signing the Contract.

NOTE: (1) The stamp papers of appropriate value shall be purchased in the, name of issuing Bank.

(2) The Performance Guarantee shall be renewed till 10 years 6 months from the date of commissioning of the plants.

• Electricity Department may replace this bank guarantee format with their own format if required.
ANNEXURE-II

PROFORMA OF EXTENSION OF BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

Ref. ........................................ Date.........................

To
The Executive Engineer,
Electricity Department,

Dear Sirs,

Sub: Extension of Bank Guarantee No............................................... for Rs............................................... favouring yourselves, expiring on......................... on account of M/s............................................... in respect of Contract No.................. dated......................... (hereinafter called original Bank Guarantee).

At the request of M/s............................................... we........................................Bank, branch office at ..............: ................. and having its Head Office at ...................................... do hereby extend our liability under the above-mentioned Guarantee No............................................... dated......................... for a further period of .................................................. years/months from ........ ..................... to expire on ......................... Except as provided above, all other terms and conditions of the original Bank Guarantee No ............................................... dated ......................... shall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

Yours Faithfully,

For...................................
Manager/Agent Accountant
Power of Attorney No............
Dated..........................

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the name of the Bank which has issued the Bank Guarantee.
PROFORMA OF LETTER OF UNDERTAKING
(To be submitted by the Bidder along with his Bid)
(To be executed on non-judicial stamp paper of requisite value)

Ref.: Date:

TO
The Executive Engineer,
Electricity Department,

 Dear Sir,
1. I*/We* have read and examined the following bid documents relating to the ...........................................................
   (full scope of work).
   a) Notice Inviting Tender
   b) Conditions of Contract containing Sections “Invitation to Bid (INV)”, "Instructions to Bidders (INB)", "General Terms & Conditions of Contract (GCC)", "Erection Conditions of Contract (ECC), Operation and maintenance condition of contract (O&MCC)"
   c) Special Conditions of Contract along with Annexeure A to E
   d) Bid Form and Price Schedule
   e) Technical Specification.
   f) Technical Data Sheet

2. I*/We* hereby submit our Bid and undertake to keep our Bid valid for a period of six (6) calendar months from the date of bid opening i.e. up to.............. I*/We* hereby further undertake that during the said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of Electricity Department agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of Work in terms of provisions of clause titled "Award of Contract", Section INB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, *I/we* also agree to abide by and fulfill all the terms & conditions of provisions of the above mentioned bid documents.

Signature along with Seal of Company

(Duly authorised to sign the Bid on behalf of the Contractor)

Name.......................... ..............................................
Designation..........................
Name of Company..........................

(in Block Letters)

WITNESS
Signature.................... Date & Postal Address
Date.......................... ..............................................
Name & Address................. ..............................................
Telephone No ......................
Fax No ..........................

*Strike out whichever is not applicable.
ANNEXURE-IV

PROFORMA OF APPLICATION FOR PAYMENT

Date :

Application Serial number:                           Contract No. :

Bill for the month:                                  Name of project.:

Name of Contractor.:                                  Name of Contractor.:

To
The Executive Engineer,
Electricity Department,
________________________
________________________

Dear Sir,

APPLICATION FOR PAYMENT

Pursuant to the above referred Contract dated .....................the undersigned hereby applies for payment of
the sum of (Specify amount and currency in which claim is made).

1. The above amount is on account of energy supplied during the month of ________
as detailed below.

   (a) Previous meter reading : 
   (b) Last meter reading : 
   (c) Units supplied during the month : 
   (d) Amount due for the energy supplied : 
   (e) Taxes & duties on energy sold (*) : 
   (f) Total amount claimed (d+e) : 

The payment claimed is as per item(s) No.(s) ..............of the payment schedule($) annexed to the above-
mentioned Contract.

Signature of Contractor/
Authorised Signatory

(Separate claims are to be submitted for any arrear payment.)

Note:
($) Payment Schedule will be mutually discussed and agreed to during the finalisation of the Contract
Agreement.
(*) Any change in taxes & duties after opening of Bid.

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ANNEXURE-V

PROFORMA OF 'AGREEMENT'
(To be executed on non-judicial stamp paper)

This Agreement made this...........................................day of ..................... ,two thousand ...........................................between Electricity Department, a Government Department under the Administration of Union Territory of Lakshdweep (hereinafter referred to as the '***' which expression shall include its administrators, successors, executors and permitted assigns) of the one part and M/s.................... , a company incorporated under the Companies Act, 1956 having its Registered Office at ___________ [hereinafter referred to as the 'Contractor' or "X" (name of the Contracting Co.) which expression shall include its administrators, successors, executors and permitted assigns] of the other part.

WHEREAS Electricity Department desirous of purchasing electricity from the Developer of Biomass Power Plants and invited bids for .........................(briefly describe scope of work) against its Bid Specification No. ..............................

AND WHEREAS..........................................................'……………. had participated in the above referred bidding vide their Proposal No. .............. dated .......................and awarded the Contract to ................."X" ????????? on terms and conditions of the documents referred to therein, which have been acknowledged by ........................."X" ?????????resulting into a "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1.0 Article
1.1 Award of Contract

...........has awarded the Contract to........................."X" ????????? for the work of.................... on the terms and conditions contained in it.s Letter of Award No...... dated...... and the documents referred to therein. The award has taken effect from aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the 'Contract Documents' referred to in the succeeding Article.

2.0 Contract Documents

2.1 The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

i) .........'s Bidding Documents in respect of Specification No. ................. issued vide its letter No.............dated...............................consisting of Invitation to Bid, Instructions to Bidders, General Terms & Conditions of Contract, Special Conditions of Contract and all' other Sections titled "Conditions of Contract" including all amendments issued vide its letter(s) No. (s).............dated ...........

(Volume-I)

ii) .........'s Technical Specifications including Amendments issued vide its Letter No............... dated.......................

(Volume-II)
iii) "X"s Proposal No................................ dated........................................alongwith Bid Proposal Sheets, Data Requirements, payment terms and Work Schedules submitted by "X" titled as ".................."

(Volume-III)

iv) Agreed Minutes of the meeting held on .............................................. between.....................and "X".

(Volume-IV)

v) ..............'s Letter of Award No............................ dated ....................... duly acknowledged by "X".

(Volume-V)

vi) Quality Plans for manufacturing and field activities titled 'Quality Plan'.

(Volume-VI)

vii) Contract Network

(Volume-VII)

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents (Vol. I & II) and what has been specifically agreed to by the Electricity Department in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its Proposal (Vol-III) but not agreed to specifically by the Electricity Department in its Letter of Award shall be deemed to have been withdrawn by the Contractor. For the sake of brevity, this agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement'.

3.0 Conditions & Covenants

3.1 The scope of Contract, Consideration, Terms of Payment, Taxes wherever applicable, Insurance, Liquidated Damages, Performance Guarantee and all other terms and conditions are contained in Electricity Department’s Letter of Award No..................... dated..................... read in conjunction with other aforesaid Contract documents. The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of the Agreement.

3.2 Time Schedule

3.2.1 Time is the essence of the Contract and schedules shall be strictly adhered to. 'X" shall perform the work in accordance with the agreed schedule as given in Volume - V & VI I of Contract documents [clause 2.1 (iii & vii) above].

3.3 Quality Plans

3.3.1 The Contractor is responsible for the proper execution of the Quality Plans enclosed in Volume-VI. The Contractor further agrees that any change in the Quality Plan will be made only with the Purchaser's approval. The Contractor shall also perform all quality control activities, inspection and
tests agreed with the Electricity Department to demonstrate full compliance with the Contract requirements.

3.3.2 The Contractor also agrees to provide the Electricity Department with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractor’s and its Sub-Contractor’s Quality Assurance Systems and manufacturing activities.

These shall include but not limited to the following:

i) Relevant plant standards, drawing and procedures;
ii) Detailed Quality Assurance System manuals for manufacturing activities,
iii) Storage procedures and instructions weld, NOT, heat treatment prior to commencement of manufacture;
iv) Complete set of log sheets (blank) mentioned in the quality plan.

3.3.3 It is expressly agreed to by the Contractor that the quality tests and Inspection by the Purchaser shall not in any way relieve the Contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

3.3.4 ‘X’ agrees to submit Quality Assurance Documents package to Electricity Department for review and record after completion and within three weeks of dispatch of material. The package will include the following:

i) Factory test result/inspection reports for testing required by this Contract or applicable codes and standards;
ii) Two copies of inspection reports duly signed by Quality Assurance personnel of both Electricity Department and ‘X’ for the agreed Customer Inspection Points;
iii) Report of the rectification works where and if applicable.

3.4 The Contractor guarantees that the equipment supplied under the Contract shall meet the ratings and performance parameters as stipulated in the Technical Specifications (Volume-II) and in the event of any deficiencies found in the requisite performance figures, the Electricity Department may at its option reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of Contract documents. The amount of liquidated damages so leviable shall be in accordance with the Contract documents and without any limitation.

3.5 It is further agreed by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Electricity Department’s right to recover the damages/compensation due to short-fall in the equipment performance figures as stated in para 3.4 above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deductions from the Contractor’s monthly energy bill, Contract Performance Guarantee and/or otherwise.

The Contract Performance Guarantee furnished by the Contractor is irrevocable and unconditional and the Electricity Department shall have the powers to invoke it notwithstanding any dispute or difference between the Purchaser and the Contractor pending before any court tribunal, arbitrator or any other authority.

3.6 This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede any prior correspondence, terms and conditions contained in the
Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorised representative of both the parties.

4.0 SETTLEMENT OF DISPUTES

4.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement shall be decided by the process of Settlement & Arbitration as specified in the Clause and the General Terms & Conditions of the Contract and the provisions of the Indian Arbitration Act, 1940 shall apply and Kerala Courts alone shall have exclusive jurisdiction over the same.

4.2 Notice of Default

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgment or by telex or by registered mail with acknowledgment due addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at New Delhi.

WITNESS:

1. ........................................ (Electricity Department’s signature)  
   (Printed Name)  
   (Designation)  
   (Company's Stamp)

2. ........................................

1. ........................................ (Contractor's signature)  
   (Printed Name)  
   (Designation)  
   (Company's Stamp)

2. ........................................

Note:- The above Format for Agreement is only indicative and Electricity Department should ensure that all relevant issues are incorporated in the Contract Agreement to be signed.
SECTION –SCC

SPECIAL CONDITIONS OF CONTRACT

VOLUME-IA
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**VOLUME- IA**

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1.0 GENERAL INFORMATION

1.1 Electricity Department under the Administration of the Union Territory of Lakshadweep proposes to purchase Electricity at three islands from entrepreneur who can supply electricity by installing Biomass Generation Plant in these islands. Bidder has to bid a levelised tariff for supplying electricity for ten years. After ten years, he has to handover the plants to Electricity Department in running condition and without any cost unless otherwise decided by the Electricity Department. Within this ten years period, Bidder has to recover his cost and other charges and accordingly he should quote his tariff.

Ministry of New & Renewable Energy (MNRE), Govt. of India has given an in-principle approval for a capital grant of Rs. 2.00 crores per MW for the project (Rs. 1.5 crores towards Plants & Machinery and Rs. 0.5 crore towards infrastructure for fuel linkage and evacuation of power), which shall be passed on to the Developer in phases as and when fund is released by the MNRE.

1.2 E- Tenders are therefore invited in two-bid system by the Executive Engineer, Union Territory of Lakshadweep, Kavaratti on behalf of President of India for the “supply of Electricity by installing Biomass Generation Projects at Kavaratti, Andrott and Kadmat,. Details of proposed generation capacities are as follows:-

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<thead>
<tr>
<th>Description/ Name of Islands</th>
<th>Kavaratti</th>
<th>Andrott</th>
<th>Kadmat</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Generation Capacity in MW</td>
<td>2x1.0</td>
<td>2x1.0</td>
<td>1x1.0</td>
</tr>
</tbody>
</table>

1.3 The project shall be executed under the BOT (Built Operate & Transfer) concept. Total power generated from the project shall be purchased by the Electricity Department for a period of ten years from the date of commissioning by having a PPA with the Developer.

1.4 The existing peak demand (as on 31.03.2013) and the proposed capacities for each island are indicated below.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the island</th>
<th>Present Peak Demand</th>
<th>Proposed Unit Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Kavaratti</td>
<td>1800 KW</td>
<td>2x1.0 MW</td>
</tr>
<tr>
<td>2.</td>
<td>Andrott</td>
<td>1400 KW</td>
<td>2x1.0 MW</td>
</tr>
<tr>
<td>3.</td>
<td>Kadmat</td>
<td>900 KW</td>
<td>1x1.0 MW</td>
</tr>
</tbody>
</table>

1.5 The contents of Bidding Documents are as indicated in Clause 4.0, Section INB under Conditions of Contract, (Volume-I). The requirements, conditions, appendices etc., stated in Conditions of Contract (Volume-I), Price Schedule (Volume-IB), Technical Specifications (Volume-II) and Technical and Financial Data sheets (Volume-III), shall apply to and shall be considered as part of this Volume (i.e. Volume-IA) as if bound together. In case of any
discrepancy between the provisions of this volume and other volumes of the Bidding Documents, the provisions of this volume shall prevail.

1.6 Unless brought out clearly, the Bidder shall be deemed to conform strictly to the provisions of Bidding Documents. Any discrepancy between Specifications and the catalogues of the Bid will not be considered.

1.7 The respective rights of the Purchaser and Bidder/Developer shall be governed by the Bidding Documents/Contracts signed between the Purchaser and the Developer.

2.0 SCOPE OF WORK

2.1 The detailed scope of works covered under the package is specified in the Technical Specifications, Volume-II and is indicated briefly hereunder:

2.2 Supply of electrical energy to the Electricity Department by installing Biomass Power Plants (combustion route) in three islands of Lakshadweep.

2.3 Developer has to invest for the establishment of the power plants and recover the cost and other charges by selling energy to the Electricity Department for ten years at the fixed cost and variable cost/kWh.

2.4 The plants are to be handed over to the Electricity Department in running condition after ten years of operation and without any cost.

2.5 Any subsidy received/to be received by the Bidder after the bid submission, shall be passed on to the Electricity Department.

2.6 Electricity Department shall permit Developer to use land for the establishment of the power plant and also to operate the plant. Electricity Department may also charge a fee for the use of such land. However the Bidder has to arrange land for the disposal of ash from the power plants in consultation with the Lakshadweep Administration.

2.7 Land for the establishment of power plants to be provided by the Electricity Department at certain islands will be located at the same site in those where Solar Photo Voltaic panels are already installed. As such some of these solar panels may have to be removed and reinstalled on the roof top of the fuel store to be constructed for the Biomass Plants, Bidder are required to include the cost of removal and reinstallation of the Solar panels in the capital cost of establishing power plants.

3.0 QUALIFYING REQUIREMENTS

3.1 The Qualifying Requirements for the Bidders are given in Annexure-A (SCC) to these Special Conditions of Contract, Vol.-IA.
4.0 **PRICES**

4.1 The Bidder has to quote Bid price in appropriate schedule of bid form Two part tariff (Fixed cost component and variable cost component) Fixed cost for 10 years and variable cost for first 2 years to be quoted along with tender and variable cost component will be reviewed after every two years by a committee constituted by Administration.

The bidder shall be quoted the price bid only in E-Mode.

5.0 **BASIS OF EVALUATION & COMPARISON**

5.1 Selection of the Project Developer shall be on the basis of competitive bidding, which will be called by the Electricity Department for supplying power for ten years at a fixed tariff (levelised tariff) as well as guaranteeing supply of minimum 5 MU of energy per MW per annum for Kavaratti, 4 MU per MW per annum for Andrott & Kadmath.

5.2 Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award. All clarifications as required by the Bidder in respect of bid document shall be provided at the time of pre-bid conference.

5.3 Bid stipulating commissioning dates beyond that specified under the Clause 10.0 titled "Work Schedule" in this Volume run the risk of rejection.

5.4 Particulars regarding Performance & Efficiency of Equipment:

Bidder shall state the guaranteed technical particulars, performance or efficiency of different equipment/materials in response to the Technical Specifications. Goods offered shall have minimum acceptable particulars/performance/efficiency specified in Technical Specification for being considered as acceptable, otherwise the Bids may be rejected.

6.0 **TERMS OF PAYMENT**

The payment to the Contractor under the contract will be made by the Purchaser in line with Clause 23.0, Section GCC, Vol.-1 and as per the guidelines and conditions specified hereunder. All payments made during the contract will be on on-account payment purpose only. Procedure to be followed for payment for the quantum of energy supplied shall be as follows:

6.1 The energy meters installed with the 11 KV feeder panels shall be tested, calibrated and sealed by the Electricity Department before commissioning of power plant.

6.2 There shall be joint meter reading every 15th day on a specified date in presence of both Electricity Department and the Developer Engineer for the energy sent out through 11 KV feeders control panel.
6.3 Invoice in triplicate for the energy supplied shall be prepared by the Developer in the format given at Annexure-IV and submitted to the Electricity Department for making payment. The bill will be cleared within 15 working days. In the event of the delay developer will be paid interest @ 15% pa.

6.4 Any taxes or duties payable on the sale of electrical energy shall be borne by the Bidder. However, for any change in taxes or duties subsequent to bid submission, shall be reimbursed / recovered on actual basis.

7.0 LIQUIDATED DAMAGE FOR NOT MEETING PERFORMANCE PARAMETER.

7.1 For supplying electricity, the Developer shall maintain the power plants in good operating condition so that power supply can be maintained round the clock.

7.2 The Biomass based power plants must supply power for at least 305 days in a year. The scheduled maintenance and the unscheduled break down should not exceed 45 days and 15 days respectively.

7.3 In case of any shortfall in number of days in supply, the Contractor has to pay Liquidated Damages (LD) at the rate of point one percent (0.1%) of the capital cost of power plant for every day of shortfall in supplied power. For part of the day shortfall, L.D. shall be recovered on prorated basis. This will be in addition to liquidated damage payable for shortfall in monthly energy supply as mentioned at clause 8.5 below.

7.4 After commissioning and from second year onward, the Contractor must ensure supply of 5 MU of energy per annum per MW of installed capacity at Kavaratti and 4 MU of energy per Annum per MW for Andrott and Kadmath.

7.5 Except for shutdown/breakdown period, on an average monthly energy supply is estimated to be 0.0168 MU/per mega watt x no. of days in that month. If the actual energy supply fall short of this limit, the Contractor will be liable to pay liquidated damage at the rate of difference between the cost for diesel generation and the tariff mentioned in the contract.

7.6 In case Electricity Department is not in a position to take electricity supply due to breakdown or shutdown of the distribution system, Bidder will be entitled for getting ‘Deemed Generation’ benefit. Such loss in energy generation shall be calculated on the basis of shortfall in energy intake with respect to average of seven days energy of supply prior to breakdown/shutdown.

8.0 MODE OF PAYMENT

8.1 Payments shall be made promptly by the Purchaser within fifteen days (15) days of receipt of Contractor’s invoice, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.

8.2 On the basis of joint meter reading, the Contractor shall prepare the 15 days invoice for getting payment for the energy supplied to the Electricity Department.

8.3 All invoices under the Contract shall be raised by the Contractor on "Electricity Department” and all payments shall be made to the Contractor by Electricity Department.
9.0  WORK SCHEDULE

9.1 The Bidder shall include in his proposal his programme for commissioning of Biomass Power Plant. The programme shall be in the form of a bar chart/master network identifying key phases in various areas of total work like erection of boiler, manufacturing / testing of Turbine and Generator, erection of Turbine – Generator and other auxiliary system and finally testing & commissioning of the Power Plants. The work schedule should be such that the Biomass Power Plants are commissioned within 24 (twenty four) months from the date of issue of Letter of Award.

9.2 As the work schedule shall be reckoned from the date of issue of Letter of Award, within 15 (fifteen) days of issuance of Letter of Award, Contractor shall submit Bar Chart/PERT Network conforming to the commissioning dates mentioned in Letter of Award for review and approval. After approval of Bar Chart/ PERT Network, one reproducible with sufficient number of prints as desired by Electricity Department shall be submitted.

9.3 The provisions of liquidated damages levy able in case of delay in completion pursuant to clause 11.0 below shall become effective after the period mentioned above for successful completion of testing and commissioning.

10.0  CONTRACT PERFORMANCE GUARANTEE

10.1 The successful bidder shall be required to furnish to Electricity Department a Bank Guarantee equivalent to the 15% of the MNRE grant on receipt of the contract as defined in INB clause 3

11.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

11.1 If the Contractor fails to commission the power plant within the specified period given in the Letter of Award or any extension granted thereof, the Contractor shall pay to Electricity Department as liquidated damages and not as penalty, a sum of half percent (0.5%) of the capital cost of power plant for each calendar week of delay or part. However, the amount of liquidated damages for the Contract shall be limited to a maximum of five percent (5%) of the total capital cost.

12.0 FUNCTIONAL GUARANTEES, LIQUIDATED DAMAGES FOR NON-PERFORMANCE

12.1 The Developer shall be responsible for supplying the required quantum of electricity per annum as per the contract. Power supply shall be maintained at least for 305 days in a year, failing which, the developer shall pay Liquidated Damages (LD) at the rate of point one percent (0.1%) of the capital cost of power plant for every day of shortfall in supplying power subjected to the maximum of 5%. For part of the day shortfall, L.D. shall be recovered on prorated basis. Such amount shall be deducted from the monthly energy bill payment to be made by the Electricity Department.
12.2 The project developer is to supply minimum of 5 MU of energy per MW per annum for Kavaratti and 4 MU of energy per MW per year for Andrott & Kadmath from second year vide clause 8.4 (page 72) onward after commissioning. Any shortfall in quantum of energy supplied, the project developer shall pay Liquidated Damages at the rate of difference between the cost for diesel generation and the tariff at which he will be supplying power to the Electricity Department as stated in clause 7.5 above.

13.3 After 10/15 years of operation, the developer has to handover the project to the Electricity Department in running condition and free of cost. The Electricity Department, may however, handover the power plant either on negotiated rate basis or limited or open tender basis for further operation and maintenance of the power plant.

14.0 PROGRESS REPORTS

14.1 During execution of the Power Project, the Contractor shall furnish quarterly progress reports to Electricity Department in a format as specified by Electricity Department, indicating the progress achieved during the quarter, and total progress upto the end of quarter against scheduled and anticipated completion dates in respect of activities covered in programmes/schedules referred to above. The Contractor shall also furnish any other information that is necessary to ascertain progress, if called for by Electricity Department.

15.0 SUBMISSION OF BIDS

15.1 The bid shall be submitted by the bidders as per Clause 22.0 of Section-INB of Vol.-1 and as indicated in the Invitation to Bid (INV). However, the bidders are required to prepare and submit three copies of the bid (i.e., one original and two copies) and qualifying data, clearly marked "Original Bid" and "Copy of Bid".

16.0 BID GUARANTEE

16.1 A Bid Guarantee in a separate sealed cover, shall accompany the Bid in original and two copies of the original, as set forth in clause 20.1 Sec.-INB, Vol.-1:

16.2 Any Bid not accompanied by a Bid Guarantee as set forth in Clause 20.6, Section INB, Vol.-1 and hereinabove shall not be accepted and shall be returned without being opened.

16.3 In case the bid is submitted by a joint venture, the Bid Guarantee shall be in the name of the Joint Venture covering all the partners of the Joint Venture and not in the name of the Lead Partner or any partner(s) of the Joint Venture alone.

(R. RAVICHANDAR)
Executive Engineer
QUALIFICATION OF THE BIDDER

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified in Part-A below regarding the Bidder's technical experience, manufacturing/construction facilities and financial position as demonstrated by the Bidder's responses in the corresponding Bid Schedules. The bidder shall also be required to furnish the information specified in Part-B in their Bid. Sub-contractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm or by consortium.

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

1.0 PART-A

1.1 Average Annual financial turnover during the last 2 years, ending 31st March of the previous financial year, should be at least Rs. 20 crores.

1.2 Experience of having successfully completed supply/erection/operation of 1 MW – 10 MW capacity combustion type biomass power plant during last 5 years ending last day of the month previous to the one in which applications are invited should be either of the following:

a) Three projects of unit capacity 1 MW – 2 MW each and costing not less than Rs. 1230 lakhs.

or

b) One project of unit capacity 5 MW cost not less than Rs. 2460 lakhs.

1.3 Bids may be submitted by individual firms or joint venture of firms as one of the following:

a) A single firm that meets the qualification requirements set forth in para 1.1 & 1.2 of Part-A above.

b) A Joint Venture of firms wherein anyone of the partners should meet qualification requirements set forth in para 1.1 & 1.2 of Part-A above.

1.4 The figures for each of the partner of the joint venture shall be added together to determine the bidder’s compliance with the minimum qualifying criteria set out in para 1.1. However in order for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:

i) The lead partner shall meet, not less than 50% of the minimum criteria given at Para 1.1 of Part-A.

ii) Each of the other partner(s) shall meet not less than 25% of the criteria given at Para 1.1 of Part-A above. Failure to comply with this requirement will result in rejection of the joint venture’s bid. Sub-contractor’s experience and resources shall not be taken into account in determining the bidder’s compliance with qualifying criteria.

1.5 FUNCTIONING OF JOINT VENTURE.

(a) One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partner of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting a power
of attorney signed by legally authorized signatories of all the partners as per Proforma in section “Annexure” of special condition of contract-Vol.-IA.

(b) All partner of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners having such a provision shall be submitted with the bid.

A statement to this effect shall be included in the authorization mentioned under (a) above as well as in the Bid Form and in the Contract Form (in case of a successful bid);

2.0 PART-B

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

The complete annual reports together with Audited statement of accounts of the company for last three years of its own (separate) immediately preceding the date of submission of bid.

Note:

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

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

2.2 Litigation History:

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

Notwithstanding anything stated hereinabove, the Purchaser reserves the right to access the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the Purchaser. The Purchaser reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
ANNEXURE-B (SCC)

PROFORMA OF JOINT UNDERTAKING BY MANUFACTURER ALONGWITH THE BIDDER/CONTRACTOR

NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE

THIS DEED OF UNDERTAKING executed this ..........day of Two Thousand and .......... by ............... a Company incorporated under the laws of non-judicial stamp paper of appropriate value and having its Registered Office at .................................. (hereinafter called the “Manufacturer” which expression shall include its successors, executors and permitted assigns), and a Company incorporated under the laws of ............... having its Registered Office at (hereinafter called the “Bidder”/’Contractor” which expression shall include its successors, executors and permitted/assigns) in favour of the Electricity Department of the Union Territory of Lakshadweep having its Registered Office at __________ (hereinafter called the “Purchaser” which expression shall include its successors, executors and permitted assigns).

WHEREAS the “Purchaser” invited Bids for supply of electrical energy for ten years by installing Biomass Combustion type Generation Plants on BOT basis and the total energy to be generated from the plants shall be purchased by the Purchaser as per PPA to be signed between the Bidder and the Purchaser.

AND WHEREAS Clause No…………………, Section……………, of……… , Vol………… forming part of the Bid Documents inter-alia stipulates that the Bidder along with Manufacturer must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the timely commissioning of the Power Plants and commence supply in the event the Bid submitted by the Bidder is accepted by the Purchaser resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Purchaser vide Proposal No _______ dated _________ based on tie up with the Manufacturer for supply of Generation Plants and their commissioning within the stipulated period.

NOW THEREFORE THIS UNDERTAKING WITNESSTH as under:

1.0 In consideration of the award of Contract by the Purchaser to the Bidder (hereinafter referred to as the “Contract”) we, the Manufacturer and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto Electricity Department, for the manufacture, testing and supply of Biomass Combustion type Generation Plants of the specified capacity, their installation and commissioning and finally supplying electricity to the Electricity Department for ten years,

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Manufacturer hereby agrees to depute their representatives from time to time to the Purchaser’s Project site as mutually considered necessary by the Purchaser, Bidder/Contractor and the Manufacturer to ensure proper quality, manufacture, testing and successful performance of the equipments in accordance with Contract Specifications. Further, if the Purchaser suffers any loss or damage on account of non-performance of the equipment fully meeting the performance guaranteed as per Bid Specification in terms of the contract. We the Manufacturer and the Contractor jointly and severally undertake to pay such loss or damages to the Purchaser on its demand without any demur.
3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Kochi or Delhi (If clause 6 of Annexure-E (SCC)) shall have exclusive jurisdiction in all matters arising under the Undertaking.

4.0 As a security, the Manufacturer shall apart from the Contractor’s performance guarantee of 10% of the capital cost of power plant, furnish a Contract Performance Guarantee from its Bank in favour of the Purchaser in a form acceptable to the Purchaser. The value of such guarantee shall be equivalent to 2% of the cost of materials to be supplied by the Manufacturer as identified in the Contract awarded by the Purchaser to the Bidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract. The Bank Guarantee amount shall be payable to the Purchaser on demand without any reservation or demur.

5.0 We, the Manufacturer/Bidder/Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the Purchaser discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Manufacturer and the Bidder/Contractor have through their Authorized Representatives executed these presents and affixed common seals of their respective Companies on the day, month and year first above mentioned.

WITNESS

For Manufacturer

1. ........................................  
   (Signature)  
   (Name in Block Letter)  
   (Office Address)  
   Signature of Authorised 
   Representative  
   Name............................  
   Common Seal of Company

For Bidder

2. ........................................  
   (Signature)  
   (Name in Block Letter)  
   Signature of Authorised 
   Representative  
   Name (Office Address)  
   Common Seal of Company

Note

4  The Deed of Joint Undertaking shall be attested by Notary Public of the place(s) of the respective executant(s).

(ii) In case the bid is submitted by a Joint Venture (JV) of two or more firms as partners, then the Joint deed of undertaking shall be modified accordingly.
FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES

BANK CERTIFICATE

This is to certify that M/s……………….. (Full Name & Address)…………………………. who are submitting their bid to……………….. against their tender specification vide ref. No………….. date ……………….. is our Customer for the past …………………. Years.

Their financial transactions with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

<table>
<thead>
<tr>
<th>SL. NO</th>
<th>TYPE OF FACILITY</th>
<th>SANCTIONED LIMIT AS ON DATE</th>
<th>UTILISATION AS ON DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

This letter is issued at the request of M/s……………………………………

Sd/-
Name of Bank …………………………………..
Name of Authorised Signatory…………………
Designation…………………………………
Phone No. ……………………………………
Address……………………………………

SEAL OF THE BANK
FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

(On Non-judicial Stamp Paper of Appropriate value to be purchased in the Name of Joint Venture)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder……………………………………………………………… have formed a Joint Venture under the laws of……………………………………………….. and having our Registered Office(s)/Head Office(s) at …………………………………………..(hereinafter called the ‘Joint Venture’ which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s……………………….. being the Partner in-charge do hereby constitute, nominate and appoint M/s…………………………… a Company incorporated under the laws of and having its Registered/Head Office at …………………………as our duly constituted lawful Attorney (hereinafter called “Attorney” or “Authorised Representative” or “Partner in-charge”) to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No……………………… for Construction of Power Plant on BOT basis and to sell electricity to the Electricity Department (hereinafter called the “Purchaser”) and the bids for which have been invited by the Purchaser, to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the Purchaser on behalf of the “Joint Venture”.

ii) To negotiate with the Purchaser the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Purchaser for and on behalf of the “Joint Venture”.

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the Contract for and on behalf of the “Joint Venture”.

It is clearly understood that the Partner in-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform, their respective portion of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid, binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all whatsoever the said Attorney / Authorised Representative/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Purchaser and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ……….day of ………………..under the Common Seal(s) of their Companies.

For and on behalf of
the Partners of Joint Ventures
The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1) Signature... .................
   Name ......................
   Designation ..............
   Occupation..............

2) Signature... .................
   Name ......................
   Designation ..............
   Occupation..............
FORM OF JOINT VENTURE AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED IN THE NAME OF JOINT VENTURE)

PROFORMA OF JOINT VENTURE AGREEMENT BETWEEN………………………………………………….., AND………………………………………………….. FOR BID SPECIFICATION NO……………………………………. OF………………………..

THIS Joint Venture Agreement executed on this ………..day of…………. Two thousand and -------------- between M/s……………………………………………, a company incorporated under the laws of ………………….and having its Registered Office at ………………………………..(hereinafter called the “Lead Partner” which expression shall include its successors, executors and permitted assigns), M/s. ……………………………….., a company incorporated under the laws of ………………………and having its Registered Office at…………………………… (hereinafter called the “Partner” which expression shall include its successors, executors and permitted assigns) and M/s…………………… a company incorporated under the laws of …………….. and having its Registered Office at………………………. .(hereinafter called the “Partner” which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the Specification No.: (hereinafter called the “Purchaser) for Construction of ……………….. of _____________*** incorporated under the Companies Act of 1956 having its Registered Office/

WHEREAS the Purchaser invited bids as per the above mentioned Specification for the supply of electricity for ten years by installing Biomass Power Plants in three islands.

Annexure –A (Qualification Requirement of the Bidder), Section-SCC, Vol.-IA, forming part of the bidding documents, stipulates that a Joint Venture of two or more qualified firms as partners, meeting the requirement of Annexure-A, Section SCC as applicable may bid, provided the Joint Venture fulfills all other requirements of Annexure-A, Section SCC and in such a case, the BID shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Joint Venture agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Purchaser vide proposal No.…………. dated ……………. by Lead Partner based on the Joint Venture agreement between all the Partners under these presents and in accordance with the requirements of Annexure-A (Qualification Requirements of the Bidders), Section –SCC the bid has been signed by all the partners.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements, all the Partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Purchaser to the Joint Venture partners, we, the Partners to the Joint Venture agreement do hereby agree that M/s ……………………………shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the
Purchaser for the successful performance of the Contract and shall be fully responsible for the supply, of electricity for ten years in accordance with the Contract.

2. In case of any breach of the said Contract by the Lead Partner or other Partner(s) of the Joint Venture agreement, the Partner(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Purchaser suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Purchaser, on its demand without any demur. It shall not be necessary or obligatory for the Purchaser to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s).

4. The financial liability of the Partners of this Joint Venture agreement to the Purchaser, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.

5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in Appendix-I (To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Partners under this Contract.

6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Kochi or Delhi (If clause 3.0 of Annexure – B (SCC)) shall have the exclusive jurisdiction in all matters arising under there.

7. In case of an award of a Contract, We the Partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the Purchaser in the forms acceptable to purchaser for value of 5% of the capital cost of the power plants in the currency/currencies of the Contract.

8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the Purchaser discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to the Joint Venture agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of ........................
   has been affixed in my/our presence .
   pursuant to the Board of Director’s resolution dated..............................
   For lead Partner
   (Signature of 90 authorized representative)
2. Common Seal of the company has been affixed in my/our presence pursuant to the Board of Director’s resolution dated----------------------------

   Signature……………………
   Name……………………
   Designation……………………

   (Signature of authorized representative)

   Signature……………………
   Name……………………
   Designation……………………

   Common Seal of the company

WITNESSES:

1. ………………………………….
   (Signature)
   Name ………………………
   (Official address)

2. ………………………………
   (Signature)
   Name ………………………
   (Official address)

End of SCC
VOLUME – IB

PRICE SCHEDULE.

(Biomass Power Plant at Kavaratti, Andrott and Kadmat Island)
Package:- Supply of Electricity by installing Biomass Power Plants at Kavaratti, Andrott and Kadmat Island of Lakshadweep.

1.0 BID PRICE

1.1 Bidder’s to quote tariff for Fixed cost for ten years and variable cost for first 02 years to supplying electricity to the Electricity Department. After ten years, plants are to be handed over to the Electricity Department in running condition and without any cost (The terms of the project can be further extended for 5 years or more on mutual agreeable terms)

Fixed cost rate for supplying electricity : Rs. __________ per KWh

Variable cost rate for supplying electricity : Rs. __________ per KWh

Total cost rate for supplying electricity : Rs. __________ per KWh

Note:- Ministry of New and Renewable Energy (MNRE), Govt. of India has sanctioned a capital grant of Rs. 2.00 crores/MW which will be passed on to the Developer in a phased manner as and when money is released by the MNRE. Bidders should take this into account while quoting rate in this tender.

1.2 The Bidder shall also furnish the break-up of prices for the following items:

i. Capital cost for the installation of the Biomass Generation Plants. : Rs. ______________ lacs

ii. Quantum of energy sale per MW per annum considered (1st Year) : ____________ MU

iii. Quantum of energy sale per MW per annum considered (2nd Year onward) : ____________ MU

iv. Debt Equity ratio in respect of financing of the plant. : _____ : _____

x. Cost of fund for debt : ____________ %

vi. Annual O&M expenditure. : Rs. ____________ lacs/MW

vii. Annual escalation in O&M cost : ____________ %

viii. Cost of Biomass fuel : Rs. ____________ per Tone

ix. Esc. in Biomass fuel cost : ____________ %

x. Heat rate of Biomass Power Plant : ____________ kcal/kwh

xii. Cost of fund for working capital : ____________ %.

xiii. Average return on equity (RoE) : ____________ %

xiv Whether to avail accelerated depreciation benefit? : Yes / No
TECHNICAL SPECIFICATION

THE BOILER SYSTEM

The boiler should be suitable for burning a variety of woody biomass, biomass waste and agro wastes.

The capacity of the Dumping Grate type boiler with super heater shall be suitable to run a Turbine-Generator set of capacity 1000 kWe. The biomass to super heated steam generation will be achieved with a minimum efficiency of 75%.

The main reason for selecting a Dumping Grate Boiler is the possibility of use of various kinds of biofuels and more importantly bigger size of these fuels. It is envisaged that if sufficient quantity of coconut shell/husk is not available from local area then other forest / agro waste products can be fed as fuel. The boiler shall be suitable for a mix of forest waste and agricultural waste (to be imported from Kerala).

The pressure and non-pressure parts of the boiler shall be adequately sized and designed in conformity with the provisions of relevant IBR/ASME/other applicable codes. For safe and reliable operation, each boiler will be provided with sufficient instrumentation, control valve and pollutant measuring arrangements. There shall be two boiler for two generating unit with provision for grid connection.

The instrumentation for the following control loops shall be provided;

   i) Three elements drum level control.
   ii) Furnace pressure control.
   iii) Superheat steam temperature control.
   iv) Auto combustion control.
   v) Deaerator level control.
   vi) Deaerator pressure control.
   vii) Motors and complete electrical wiring for fans feed pumps and control systems.
   viii) Soot blower control.

The boiler system will also include the following:

   a) DM Plant for Boiler makeup water.
   b) Deaerator-cum-storage tank
   c) Chemical dosing system.
      HP dosing tank
      LP dosing tank
   d) water-cooled surface Condenser and associated piping;
   e) Chimney and Dust Collecting System
      The height of the Chimney to be provided should not be less than 30m. Cyclone Scrubber/Bag filter outlet dust concentration – 150 mg/Nm³. Maximum flue gas - 170°C
f) Fuel Bunker for boiler feeding
   The fuel bunker will have provision to store biomass sufficient for operation of the plant for 24 hours.

g) Fuel handling and storage system
   The fuel store should have adequate capacity to store biomass sufficient for operation of the plant for one month.

h) Ash removal and dumping system

   To reduce air pollution, use only well-dried fuel — a smoldering fire creates more air pollution. Further boilers should meet Canadian Standards Association standard CSA B415.1 or corresponding BIS.

   For maximum safety and performance, make sure it meets CSA B365 Installation Code for Solid-Fuel-Burning Appliances and Equipment. Place smoke detectors and carbon monoxide detectors nearby, and keep a fire extinguisher within easy reach.

Total Water requirement for the plant i.e. Boiler make-up, Condenser Cooling, Auxiliary cooling, fire fighting, Station Potable water and other sundry purpose shall have to be arranged through suitable desalination plant.

TURBINE WITH ASSOCIATED AUXILIARIES

The brief specifications of the steam turbine are furnished hereunder:

a) Turbine type : Velocity compounded Curtis
b) Capacity : 1400 BHP (1000 kWe) at designated steam parameters.
c) RPM : 1500
d) Necessary control and protection system

ALTERNATOR

The brief specification of alternator is shown below:

- Rating : 1000 kWe.
- Voltage : 415 volts ± 5%
- Frequency : 50 Hz ± 3 %
- No. of phases : 3
- Rated speed : 1500 RPM
- No. of poles : 4
- Connection : Star
- Insulation: Class F
- Construction: Horizontal shaft, double bearing foot mounted
- Make: Kirlosker/ Jyoti/ Crompton/ Siemens
- Temperature rise for both rotor & stator: Limited to Class F- 105ºC (by resistance method)
- Ambient temperature: 45ºC
- Duty: Continuous operation
- Drive: Steam turbine
- Rotation: Counter clockwise from drive end of alternator
- Standards: IS 4722-1992
- Enclosure/cooling: IP - 21 /IC – 01
- Efficiency, at 100% load: 94%
- Over speed: Suitable for 120% of rated speed for 2 minutes.
- Overload: Suitable for 10% overload for 1 hr. every 12 hours.
- Momentary overload: 150% for 15 seconds
- Wave for distortion: 5%
- Short circuit withstand: 3 times rated current for 3 seconds.

**GENERATOR & FEEDER CONTROL PANEL**

The generator output will be connected to a 415 volt LT bus through LT Breaker with the generator control panel. The control panel equipment will be designed to operate the generator with all protection and metering system. The generator transformer shall be connected to LT bus and LT breaker through XLPE insulated multiple no. of 1100 grade aluminium cable of suitable rating.

The HT side of the generator transformer will be connected to 11 KV bus of the feeder control panel with XLPE insulated 11 kV cables of suitable rating through 11 kV VCB. The control will also have the necessary indicating instruments, control relay and protection system. Similarly XLPE insulated 11 kV cables of suitable rating will be used for connecting the outgoing feeders.

Both generator and feeder control panel will be fitted with Energy Meters in addition to other meters.
COMPRESSED AIR SYSTEM

The Compressed air system will be designed for catering to the full installed capacity of the Power Plant. The air is required for instrumentation and service air at Turbine, Boiler and Ash Handling Plant.

BALANCE OF PLANT SYSTEMS

This will comprise of the following:

- Air conditioning and ventilation system.
- Fire protection system.
- Effluent treatment plant
- Diesel generating set, 250 KVA, 3-phase, 415 volt for starting power.
- Field test facility
- Other miscellaneous equipment and handling devices.

FIRE PROTECTION SYSTEM

Since this is a small power plant, so it is felt that portable type fire extinguishers can be employed in different locations like Control Room, Switch Gear and MCC Rooms, Cable Spreader Room and Turbine Oil Tank, husk storage area etc. Smoke and Heat Detectors with alarms are to be provided in these areas.

Adequate number of portable Fire Extinguishers and sand filled fire buckets shall be installed at different locations as per NFPA/TAC guidelines. Hydrant type fire protection system shall be extended to Biomass and coal storehouses.

PLANT WATER SUPPLY SYSTEM

The water requirement of the plant will be met from a water storage tank in the plant area. sea water will be brought in through a long pipeline and processed in the desalination plant and will be stored in storage tank. The condenser shall be once through type and use sea water directly for cooling. The heat of the outgoing hot water shall be used for desalination.

H. O. T. CRANES

A Hand Operated Travelling Crane of 5 MT capacity will be required for erection & maintenance work.

VENTILATION & AIR CONDITIONING

Necessary ventilation system shall be provided for turbine building, switchgear room and battery room etc. Air conditioning shall be provided in the control room only with split type air conditioners.

BIOMASS FUEL STORAGE/ MATERIAL HANDLING

The fuel will be carted in small trucks/tractors to the plant site after unloading it from the ship. Locally available fuel will be directly taken to site in a similar manner. A part of project land will be
developed for storage, drying and preparation of biomass fuel. The material handling and processing devices shall be maintained at this site.

**POWER EVACUATION & 11 kV SWITCHYARD**

As generated power will be distributed through an 11 kV transmission network, the 11 kV systems will have indoor bus fitted with 12 kV vacuum circuit breakers fitted with withdraw able truck assembly.

Each Generating Unit shall be connected to a 1250 KVA, 0.415/11 kV step-up Transformer and will be installed outside but closed to the generator building to minimize cable length. The following Insulation levels shall be adopted for design of the substation:

a) Nominal system voltage – 11 kV  
b) Highest system voltage – 12 kV  
c) Short duration power frequency withstands – 28 kV.  
d) Lightning Impulse withstand 75 kVp.

The transformer shall conform to IS: 2026, Specification for Power transformers.

**AC DISTRIBUTION BOARD**

The 433 volt A. C Distribution Board shall be indoor floor mounted type, sheet steel metal clad type comprising of MCCBs, fuse switch units and a 600 Amps 3phase 4-wire Busbar chamber. The busbar will have two incoming feeders 400 amps ACBs from busbars of two units. Provision will be made for connecting with either Biomass Plant or with the Captive DG Set. Suitable outgoing feeders will be provided for all the auxiliary equipments and drives. The ACDB will be fitted with the following:

a) One Voltmeter with selector switch.  
b) One Ammeter with selector switch  
c) One kWh Meter.  
d) One kW Meter  
e) R-Y-B Phase indication lamps (LED type)

**D. C. DISTRIBUTION BOARD**

The D.C. Distribution Board will be, fed from 24 volt 100 AH ‘Standby Valve Regulated Lead Acid’ battery and the battery charger. The battery charger shall be normally connected to the DCDB at all times and operate in parallel. The DCDB will have a 3 KVA, inverter connected to a 110/230-volt dry type transformer for emergency power supply. The DCDB shall be fitted with followings:

a) One double pole air circuit breaker of 100 Amp. Capacity with thermal overload tripping arrangement to act as incoming breaker.  
b) One 0-50 Amp. DC Ammeter to measure incoming current.  
c) One 0-150 Volt DC Voltmeter to measure incoming voltage.  
d) One 0-150 Volt DC Voltmeter to measure bus voltage.  
e) One Pilot lamp to indicate DC “ON” condition.
BATTERY CHARGER AND BATTERY BANK

The battery charging equipment shall consist of float charger and boost charger and will be automatic and self regulating type. The Charger shall conform to latest relevant bureau of Indian standard specification. The Battery Bank shall be as per IS: 1651-1979 (as amended up to date). The bank shall consist of 24 volt, 100 AH capacity 10 hr. rate at 27°C. This unit will be supplied by TG supplier.

ILLUMINATION SYSTEM

The illumination system shall be designed to maintain standard illumination level in Power House and also switch yard. However, effort will be made to use energy efficient lighting fixture to keep the power consumption level low. Provision will be made for Emergency lights, which will be supplied from the battery bank in case of sudden failure of the power system. The lighting fixtures of this system will be same as those of 230-volt AC supply but will be connected to a separate circuit for operating during emergency situations. A 3 KVA Inverter will be used for converting DC supply to 230 volt AC for emergency supply.

EARTHING & LIGHTNING PROTECTION

Earthing and lightning protection system shall be made as per provisions of IS: 3043 – 1987 (as amended up to date)

CIVIL WORKS

CIVIL, STRUCTURAL & ARCHITECTURAL ASPECTS

These will broadly consist of the following:

a) Boiler foundation and associated civil works.
b) Power house building
c) Control room building
d) Steam turbo-generator foundations.
e) Air compressor & DG Set rooms.
f) Raw water intake pump house.
g) Filtered water reservoir
h) Raw water tank
i) Miscellaneous equipment foundations
j) Site development work, grading and leveling etc.
k) Spray cooling system for hot water output from condenser
l) Drainpipe system for condenser water back to source.
m) Road & infrastructure facilities.
n) Various structural works.
o) Building architectural design.
p) Structural Design of Buildings
q) Rain Water Harvesting
r) Fuel Storage System.
Baring equipment foundations, no major RCC work should be carried out in the islands. All civil structure may be constructed with pre-fabricated materials.

Specifications indicated above are only brief and Bidders to provide detailed specifications of the equipments they propose to install along with their bid proposal.

(R. RAVICHANDAR)
Executive Engineer (Ele)
VOLUME – III

TECHNICAL AND FINANCIAL DATA SHEETS
## FORMATS FOR TECHNICAL AND FINANCIAL REQUIREMENT

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</tbody>
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FORMAT FOR FINANCIAL REQUIREMENT – ANNUAL TURNOVER

[On the letter head of Bidding Company/Lead Member in a Joint Venture of Firms]

To
The Executive Engineer,
Union Territory of Lakshadweep,
Kavaratti – 682 555, Lakshadweep.

---------------------------------

Dear Sir,

Sub:- Financial Requirement – Annual Turnover

We certify that the Bidding Company/Member in Bidding by a Joint Venture of Firms had a Annual Turnover of Rs.------- [Insert amount as per clause 1.1 of Annexure-A (SCC)] Crore or equivalent US$ based on average annual financial turnover during the last 3 years, ending 31st March of the previous financial year.

Signature of
Chief Executive Officer/Managing Director/Manager

Signature and Stamp of
Statutory Auditor

(Please also affix common seal of Bidding Company/ Member in a Bidding Consortium)

Date:

Note:
1. The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director and Statutory Auditor of the Bidding Company or Member, in case of a Consortium.
2. In the light of the provisions of sections 2(24) and 269 of the Companies Act, 1956, certification by a Manager of the Company will also be permissible subject to the following two conditions:
   a) The Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.
   b) The Company Secretary also certifies that the Company does not have a Managing Director or CEO.
3. Along with the above format, in a separate sheet, provide details of computation of Turnover duly certified by Statutory Auditor.
FORMAT FOR FINANCIAL REQUIREMENT – ANNUAL TURNOVER

[On the letter head of Lead Member and each of other members in a Bidding by a Joint Venture of Firms meeting eligibility criteria jointly]

To
The Executive Engineer,
Union Territory of Lakshadweep,
Kavaratti – 682 555, Lakshadweep.

-------------------------------
-------------------------------

Dear Sir,

Sub:- Financial Requirement – Annual Turnover

We certify that the bidding by the Joint Venture of Firms had a Annual Turnover of Rs.------- [Insert amount as per clause 1.1 of Annexure-A (SCC)] Crore or equivalent US$ based on one of the last three years audited accounts / based on average annual financial turnover during the last 3 years, ending 31st March of the previous financial year.

We further certify that the members of the Joint Venture firms had a Annual Turnover of Rs. -------- as per clause 1.1 of Annexure-A (SCC) as detailed below

<table>
<thead>
<tr>
<th>Name of Member in a Bidding by the Joint Venture of Firms (1)</th>
<th>Turnover Requirement to be met by Members (Rs. Crore) (2)</th>
<th>Turnover of Members* (3)</th>
<th>Turnover eligible to be counted (lower of (3) and (4))</th>
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Signature of
Chief Executive Officer/Managing Director/Manager

Signature and Stamp of
Statutory Auditor

(Please also affix common seal of Bidding Company/ Member in Bidding by a Consortium)

Date:

Note:
1. The above response sheet should be signed and certified as true by the Chief Executive Officer/Managing Director being full time Director and Statutory Auditor of the Bidding Company or Member, in case of a Consortium.
2. In the light of the provisions of sections 2(24) and 269 of the Companies Act, 1956, certification by a Manager of the Company will also be permissible subject to the following two conditions:
(a) The Company should confirm through a copy of Board Resolution attested by Company Secretary that the concerned person is appointed as Manager as defined under the Companies Act, 1956 for the purpose in question.
(b) The Company Secretary also certifies that the Company does not have a Managing Director or CEO.
3. Along with the above format, in a separate sheet, provide details of computation of Turnover duly certified by Statutory Auditor.
Format for Technical Experience
[to be filled by Bidding Company/ Lead Member of a Joint Venture of Firms]

To
The Executive Engineer,
Union Territory of Lakshadweep,
Kavaratti – 682 555, Lakshadweep.

-------------------------------

Dear Sir,

Sub: - Technical Experience

We certify that the Bidding Company/Members in Bidding by a Joint Venture of Firms has experience of completing similar works successfully [as per clause 1.2 of Annexure-A (SCC)] as detailed below during the last 5 years ending last day of month previous to the one in which applications are invited:

<table>
<thead>
<tr>
<th>Brief description of the Project</th>
<th>Name of the organization on whom W.O. was placed</th>
<th>No. &amp; date of work order</th>
<th>Value of the work awarded (Rs. in lacs.)</th>
<th>Date of Completion</th>
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Signature of
Chief Executive Officer/Managing Director/Manager
(Please also affix common seal of Bidding Company/ Member in Bidding by a Consortium)

Date:

Note:- To substantiate the above, the Bidding Company has to submit one of the following documents.

(1) Completion certificate from the owner of the Project Authority.
(2) Copy of running bill paid by the Project Authority.
(3) Certificate from the statutory auditor regarding completion of the project.