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**SPECIAL CONDITIONS OF  
CONTRACT (SCC) & TENDER  
FORMS**

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## **A. CONTRCT PARAMETERS**

### **1. Display of Notice Boards at Work Sites**

The Associate shall put up display notice board at each project site where the works are in progress indicating the information given below:

- Name of the Project.
- Estimated Cost of Project.
- Date of Commencement.
- Expected date of completion.
- Name of Associate and his telephone number.
- Name of Engineer-in-Charge and his telephone number.

### **2. Disposal of Waste at Site**

Significant quantities of waste are generated during the execution of project and an integrated approach for effective handling, storage, transportation and disposal of the same shall be adopted. This would ensure the minimization of environmental and social impact in order to combat the climate change.

The associates shall follow the below criteria for disposal of waste at site during the execution of project.

- Associate shall ensure that the detailed project plan include the waste management, segregation of all designated waste material (Recyclable/ Non-Recyclable), collecting, storing, disposing and transferring the same to pre-arranged facility/destination in timely and safe manner as per environmental legislations during the execution of project. The project plan shall also include the innovative construction practice to eliminate or minimize waste, protect surface/ground water, control dust and other emissions to air and control noise during the execution of project. The copy of same shall be given to EIC before the commencement of project.
- The purchase policy of BA shall encourage the procurement of material with recycled and minimum packaging of goods during delivery. Associate shall provide the appropriate means for site to site transportation of materials to avoid damage and litter generation.
- Associate shall educate and inform to its project team about the requirement and responsibilities for waste minimization and disposal in general and provide training of practices that support this. Waste management should be treated like a safety program.
- In the event that area of contaminated or biological hazard is identified, Associate shall ensure that plant, equipment, personnel and any activity associated with the work is carried out in consultation with EIC of RECPDCL.
- Associate shall ensure that the residents living near the site are kept informed about proposed working schedule and shall informed timings and duration of any abnormal noise full activity that is likely to happen.
- Associate shall ensure the regular maintenance and monitoring of vehicles and equipment for efficient fuel use so that emissions and noise are within acceptable limits to avoid air pollution.

### **3. Deployment of Work Force**

Associate shall deploy adequate labour, as considered necessary by RECPDCL for execution of the contract including Sundays and Holidays whenever required to do so with no extra cost to RECPDCL. However, prior permission shall be taken from the site Engineer to carry out the work beyond normal working hours or on Sundays and Holidays. Female employees shall not be deployed beyond normal working hours/days and no child labour shall ever be deployed. Associate shall depute full time qualified and experienced engineers to supervise the work at site. All such staff shall be maintained from commencement to completion of all works to the entire satisfaction of the Engineer-in-Charge. Associate's employees deployed for the works under this contract will not be considered in Company's employment at any time. Associate shall continue to be responsible for all such employees, their safety, all types of statutory compliances related thereto and in any other manner whatsoever. The company will stand indemnified by the Associate in respect of all the above. At the same time Company upon noticing any breach or default on any statutory compliances, may at their sole discretion, decide to act in a manner as deemed fit at the risks and costs of the Associate.

RECPDCL shall have the right to instruct the Associate to change the Sub-Associates or skilled/unskilled workers in case the conduct, the workmanship or speed of the work is not satisfactory.

### **4. Damages to Properties**

The Associates shall take necessary steps to ensure that the equipment and installations of the Company, Third parties, including other utility services like water supply pipelines; open drains telephone cables etc. are not damaged during execution of the works related to client. The Associates shall be responsible for all such damages and shall have to repair/ replace and/or compensate for the entire claims in respect of such damages at its own cost.

### **5. Issuance of Material**

The material issued to the Associate shall be in the custody of the Associates who shall be fully responsible for the same. After completion of the works, the Associates will reconcile the material. Any cost of material which is short or damaged/lost will be deducted from Associate bill/ deposits.

### **6. Company's Right To Use Works**

If Taking Over Certificate is delayed for any reason, for which RECPDCL's decision shall be final and binding upon the Associate, the Company shall be entitled to use the works or portion thereof without affecting Associate's responsibility and liability to complete the balance works as per company's directives from time to time, though Associate shall be afforded reasonable opportunity by the company to enable Associates to complete all balance works required for issuance of 'Taking Over Certificate' by the company.

### **7. Rights of RECPDCL to vary the scope work**

RECPDCL shall have the right, during the performance of the Contract, to change the scope and/or technical character of the Project and/or of the supplies and services stipulated in the Contract by communicating the intent to do so in writing to the Associate. On receipt of such

communication the Associate shall, within the time frame specified in the contract shall provide RECPDCL with a reasonably detailed estimate of the cost of the change in scope outlined in the RECPDCL communication. The change in the Contract price and time shall be revised upwards or downwards, as the case may be, and shall be mutually agreed to. The Associate shall not be entitled to any extension of time unless such changes adversely affect the time schedule.

The Associate shall not proceed with the changes in the scope of work till such time revision of Contract price and time schedule are approved and communicated to the associate by RECPDCL.

Any change in the Scope of Work and/or Terms & Conditions of the order shall be intimated by RECPDCL through an amendment to the contract. The amendment shall be treated valid only if signed by the authorized signatory of the original contract.

## **B. Compliance to Labour Laws**

Bidder needs to ensure compliance to applicable labour laws including timely disbursement of wages. In case wages are not disbursed as per the stipulated timelines, then RECPDCL shall pay the wages to BA employees on behalf of BA. Apart from deducting the amount of wages paid, RECPDCL shall deduct an additional service charge equivalent to 25% of the wages paid from the payment due to BA.

## **C. INSPECTION/PARTICIPATION**

### **1. Right to Carry Out Inspection**

RECPDCL reserves the right to send its representatives for inspection or participation at various stages of contract execution listed below, applicable as per contract construction.

- During basic design and detail engineering of material/ Equipment carried out by Associate /Outsourced Agencies.
- During manufacturing stages of the product at Associate's/Associate's Outsourced Agency's Plant/Facility.
- During Pre-dispatch Inspection and Testing of finished/manufactured product at Associate's/Associate's outsourced Agency's Plant/Facility.
- During Installation & Commissioning Activities/Stages.
- Prior to Clearing of the completed installation for commissioning.
- Any other stage as find appropriate by RECPDCL during contract execution time.

All inspections and participations shall be carried out within maximum of two (02) weeks of RECPDCL giving written intimation to the Associate or receiving appropriate advance written inspection call from the Associate, unless otherwise specified elsewhere in the contract document.

### **2. Facilitating Inspection**

The Associate shall provide all opportunities and information to RECPDCL's engineers to get acquainted with the technical know-how and the methods and practices adopted by the Associate in basic and detail engineering. The Associate shall provide documents, drawings, calculations etc. as may be required by RECPDCL's Engineers.

The Associate shall provide free of charge office accommodation, office facilities, secretarial

services, communication facilities, general and drawing office stationary, etc. as may be reasonably required by the RECPDCL's engineers. Similarly, facilities shall also be provided by Associate's outsource agencies/partners/authorized dealers (collectively termed as sub-associates) if such basic and detail engineering activities are carried out in the design offices of sub-Associates.

The Associate shall be responsible for the safety of employees of RECPDCL/Third Party Agency when they are at the Associate's /Associate's outsource agency's plant or facility for carrying out/witnessing inspection/testing. All statutory safety precautions as applicable shall be followed by the Associate during Inspection Testing. If RECPDCL inspectors are not satisfied with the safety arrangements at the plant, RECPDCL have the right to call off inspection till such time corrective action is taken by the Associate.

Before raising the call for pre-dispatch final inspection and testing, the Associate shall conduct all the tests—type tests, routine tests etc-as specified in the contract document and submit copies of the test certificates to RECPDCL along with the inspection call, for scrutiny of RECPDCL.

The Associate and RECPDCL shall jointly document all the observations, comments and action points after completion of inspection and it shall be binding on the Associate to provide compliance on all the points requiring compliance and furnish the compliance report to the designated authority of RECPDCL for receiving clearance for dispatch of materials.

### **3. Third Party Nomination**

RECPDCL also may nominate a third party for the purpose of carrying out the inspection and such an agency shall be entitled to all the rights and privileges of RECPDCL as far as conducting the inspection.

### **4. Waiver of Inspections**

RECPDCL on its own discretion shall chose to waive off any inspection and ask the Associate to submit all the test reports as applicable as per contract specifications, related to inspection and testing of the goods ordered for scrutiny and clearance for dispatch.

## **D. MDCC & DELIVERY OF MATERIALS**

### **1. Material Dispatch Clearance Certificate**

Associate shall deliver material/goods/equipment against Supply Contracts or Supply Part of Composite/Service Contracts only after receiving Material Dispatch Clearance Certificate (hereafter termed as MDCC) issued by designated authority of RECPDCL. Material delivered at RECPDCL stores or at project site without a valid MDCC issued by the designated official of RECPDCL/JKPDD shall be rejected. MDCC shall be issued to associate furnishing compliance report on the action points documented during pre-dispatch inspection and testing at Associate's/ Sub- Associate's plant/ facility. In case Pre-dispatch inspection is waived at the discretion of RECPDCL, then, MDCC shall be issued on receiving all the test reports-routine& type-from the Associate and finding them in order.

The associate shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling and transport by air, sea, rail and road or any other means.

All such packing shall allow to the extent possible for easy removal and checking at Site. The associate shall take special precautions to prevent rusting of steel and iron parts during transit by

sea. Gas seals or other materials shall be utilised by the associate for protection against moisture during transit of all Plant and Equipment.

Each Equipment or parts of Equipment shall be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the associate, item description, quantity, item / package identification.

All packing cases, containers, packing and other similar materials shall be new and supplied free by the associate and it shall not be required to be returned to the associate.

Notwithstanding anything stated in this clause, the associate shall be entirely responsible for loss, damage or depreciation or deterioration to the materials and supplies due to faulty and/or insecure packing or otherwise during transportation to the Site until otherwise provided herein.

In case of the consignments dispatched by road, the associate shall ensure that it or its sub-contractors:

- i) Identify and obtain the correct type of trucks/trailers, keeping in view the nature of consignments to be dispatched.
- ii) Take such actions as may be necessary to avoid all possible chances of damages during transit and to ensure that all packages are firmly secured.

## **2. Right to Rejection on Receipt**

Goods/Material/Equipments delivered in condition physically damaged & incomplete as a product ordered, or not packed and transported as per the terms and conditions of the contract is liable to be rejected. Such item shall be lifted back by Associates within 15 days from receipt of rejection note from RECPDCL and have to supply back the material within next 30 days or within the timeframe mutually decided by Associate and RECPDCL.

If delivery of the material is beyond the agreed time, Liquidated damage clause, mentioned in this GCC separately shall be applicable; but the period for levy of LD shall be considered as per the original delivery schedule and not from the agreed timelines for material rectification.

## **3. Consignee**

Unless otherwise specified in the Contract Document, Materials/Goods/Equipments shall be Consigned to “Stores-In-Charge”, Jammu & Kashmir, Power Development Department.

### **F. Submission of mandatory documents on Delivery**

Following documents shall be mandatorily submitted by BA along with supply of material to RECPDCL stores/site:

<b>S. No.</b>	<b>Documents</b>	<b>Requisite</b>
1	Invoice copy in original	With all consignments
2	LR copy	Wherever required
3	Packing list	With all consignments
4	MDCC	With all consignments
5	Purchase order / Release order	Signed copy
6	Test certificates	With all consignments

7	Inspection/JVR report	In case pre-dispatch inspection is conducted
8	Device data in CD as per template for metering items	Wherever applicable

S. No.	Instructions
1	Purchase order/ Release order no. shall be mentioned on invoice and on material
2	JKPDD material code and material description shall be mentioned in invoice and on material.
3	“PROPERTY OF JKPDD” shall be embossed on material.
4	The material shall be properly sealed and packed in standard packing as per purchase order terms & conditions.
5	The weight and quantity of material shall be mentioned wherever applicable
6	The material supplied shall be co-related with the packing list.
7	The name plate detail on equipment shall include Material code, Material description, specification detail of material [as applicable], Serial No. Year of manufacturing, PO/RO no. and date, “PROPERTY OF JKPDD”, Guarantee period and Associate’s name.
8	In case of manual unloading, supplier / transporter shall deploy sufficient Labour for unloading the material at JKPDD central store. For heavy item(s), if crane will be provided by JKPDD [unloading cost will be recovered from the associate].
9	The driver should have valid License and one helper in truck. All the documents of truck like registration papers, PUC etc should be available in Truck.
10	BA representative should accompany the material and get it unloaded / stacked in his presence wherever possible.

**H. UNLAWFUL ACTIVITIES**

The Associate shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the scope of the present GCC or not) subversive of the RECPDCL’s interest failing which appropriate action (legal or otherwise) may be taken against the Associate by the RECPDCL, in accordance with the terms of the present GCC.

**I. CONFIDENTIALITY**

Associate and its employees or representatives thereof shall strictly maintain the confidentiality of various information they come across while executing the contract as detailed below.

**1. Violation**

In case of violation of this clause, the Associate is liable to pay compensation and damages as may be determined by the competent authority of RECPDCL.

**J. INTELLECTUAL PROPERTY RIGHTS**

If, in the course of performance of its functions and duties as envisaged by the scope of the present GCC, the Associate acquires or develops, any unique knowledge or information which would be covered, or, is likely to be covered within the definition of a trademark, copyright, patent, business secret, geographical indication or any other form of intellectual property right, it shall be obliged, under the terms of this present GCC, to share such knowledge or information



with the RECPDCL. All rights, with respect to, or arising from such intellectual property, as afore mentioned, shall solely vest in RECPDCL.

Moreover, the Associate undertakes not to breach any intellectual property right vesting in a third party/parties, whether by breach of statutory provision, passing off, or otherwise. In the event of any such breach, the Associate shall be wholly liable to compensate, indemnify or make good any loss suffered by such third party/parties, or any compensation/damages arising from any legal proceeding/s, or otherwise. No liability of RECPDCL shall arise in this respect, and any costs, damages, expenses, compensation payable by RECPDCL in this regard to a third party/parties, arising from a legal proceeding/s or otherwise, shall be recoverable from the Associate.

#### K. INDEMNITY

The Associate shall at all times indemnify, keep indemnified and hold harmless the RECPDCL and its officers, directors, employees, affiliates, agents, successors and assigns against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/or industrial property rights by manufacture, sale or use of the equipment supplied by the Associate whether or not the RECPDCL is held liable for by any court judgement. In this connection, the RECPDCL shall pass on all claims made against him to the Associate for settlement.

The Associate assumes responsibility for and shall indemnify and save harmless the RECPDCL from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the RECPDCL and its officers, directors, employees, affiliates, agents, successors and assigns arising from any breach of the Associate's obligations under the Contract or for which the Associate has assumed responsibilities under the Contract including those imposed under any local or national law or laws, or in respect to all salaries, wages or other compensation for all persons employed by the Associate or his Sub-Associates or suppliers in connection with the performance of any work covered by the Contract. The Associate shall execute, deliver and shall cause his Sub-Associate and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the RECPDCL.

The RECPDCL shall not be held responsible for any accident or damages incurred or claims arising, due to the Associate's error there from prior to completion of work. The Associate shall be liable for such accidents and after completion of work for such accidents as the case may be due to negligence on his part to carry out Work in accordance with Indian laws and regulations and the specifications set forth herein.

#### L. LIABILITY & LIMITATIONS

##### 1. Liability

Except for any specific liability which may be identified in the Contract and which may be payable hereunder, Associate shall not be liable for any special, incidental, indirect, or consequential Damages or any loss of business Contracts, revenues or other financial loss (or equivalents thereof no matter how claimed, computed or characterized) arising out of or in connection with the Performance of the Work or supply of Goods ***unless caused by Associate's negligence, willful misconduct or breach of contract.***



RECPDCL shall have no liability or any special, incidental, indirect or consequential Damages for any loss of Business Contracts, revenues or other financial loss arising out of this Contract.

## **2. Limitation of Liability**

The total liability of Associate against any contract shall be limited to the Total All Inclusive Contract Value.

### **M. FORCE MAJEURE**

Force Majeure applies if the performance by either Party ("the Affected Party") of its obligations under Contract is materially and adversely affected.

"Force Majeure" shall mean any event or circumstance or combination of events or circumstances referred below and their consequences that wholly or partly prevents or unavoidably delays any Party in the performance of its obligations under this Agreement, but only and to the extent that such events and circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided even if the Affected Party had taken reasonable care:

- Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, embargo, blockade, revolution, riot, bombs, religious strife or civil commotion, etc.
- Politically motivated sabotage, or terrorism, etc.
- Action or Act of Government or Governmental agency for which remedy is beyond the control of the affected parties.
- Any act of God.

Note: Causes like power breakdown/ shortages/fire/strikes, accidents etc do not fall under Force Majeure.

Time being the essence of the Contract, if either party is prevented from the performance of its obligations in whole or in part due to an event of Force Majeure, then provided Notice of happening of any event by the Affected Party is given to the other party within seven (7) days from the date of occurrence of such event, which DIRECTLY has impact on works and submitted details and quantum of resulting effect, but at the same time had made all possible efforts to mitigate and overcome effects thereof, the Affected Party's performance under this Contract shall be suspended until such event ceases and the Scheduled Completion shall be delayed accordingly.

If Force Majeure event(s) continue for a period of more than three months, the parties shall hold consultation to discuss the further course of action.

Neither party shall be considered to be in default or in breach of its obligation under the Contract to the extent that performance of such obligation by either party is prevented by any circumstances of Force Majeure which arise after effective date of Contract.

Neither party can claim any compensation from the other party on account of Force Majeure.

### **N. SUSPENSION OF CONTRACT**

#### **1. Suspension for Convenience**

RECPDCL may, at any time and at its sole option, suspend execution of all or any portions of the schedule of items of contract to be supplied/work to executed by Associate under the

contract by providing to the Associate at least two business days written notice for contracts having contract completion period less than sixty days and at least seven business days' notice for all other contracts.

Upon receipt of any such notice, the Associate shall respond as follows as applicable as per contract construction.

- Immediately discontinue further supply of material/goods specified in the suspension notice for supply contracts
- Immediately discontinue further service/work and supply of materials of those services/materials/work specified in the suspension notice for service /composite contract
- Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to RECPDCL, of all orders, outsourcing arrangements, and rental Contracts to the extent that they relate to performance of the portion of Work suspended by the notice.
- Protect and maintain the portion of the service/Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.
- Continue delivering/carrying out the supply/service/work items as per contract conditions, which do not fall under purview of the suspension notice.

On receipt of resumption notice from RECPDCL, the Associate shall resume execution of contract as specified in the resumption notice, within the time frame specified in the resumption notice,

## **2. Suspension for Breach of Contract conditions.**

RECPDCL shall suspend execution of whole/or part thereof the contract till such time Associate complies with the conditions stipulated under this tenders conditions.

## **3. Compensation in lieu of Suspension**

If the suspension of the contract in whole or in part is for convenience of RECPDCL and not due to any breach of contract conditions by the associate, RECPDCL at its discretion shall consider compensating all reasonable additional costs incurred by Associate in lieu of suspension of whole or part of contract, on representation of the Associate providing justified estimates of such additional costs and such estimates are found acceptable and approved by competent authority of RECPDCL.

If the suspension of contract in whole or part thereof is due to breach of contract conditions (refer clause 24.3) by the Associate, Associate shall not be entitled for any compensation for any cost incurred in lieu of suspension of whole or part of contract and also shall be liable for compensating all the losses arising to RECPDCL in lieu of suspension of contract. Resumption notice shall be subject to the Associate taking corrective action for the breach of contract conditions within the time frame and as per the terms specified in the suspension notice.

## **O. TERMINATION OF CONTRACTS**

### **1. Termination for Default/Breach of Contract**

The contract / PO shall be subject to termination by RECPDCL in case of breach of the contract by the Associate which shall include but not be limited to the following:

- a. Withdrawal or intimation by the Associate of its intent to withdraw or surrender the execution / completion of the contracted work /PO or failure in ensuring adherence to any

delivery schedules, in deviation of the contract/ PO.

- b. Refusal or neglect on the part of the Associate to supply material/equipment of quantity or quality as specified by RECPDCL and within the timeframe as specified in the contract document or refusal or neglect to execute the services/work in terms of the agreed standards of quantity or quality and/or within the timeframe specified in the contract/PO.
- c. Failure in any respect to perform any portion of the Work contracted with promptness, diligence, or in accordance with the terms of the contract.
- d. Failure to furnish guarantees as specified and /or failure to comply with the terms thereof.
- e. Failure to furnish such relevant documents or information within the time specified which may be necessary for due execution / completion of the works and documentation.
- f. Liquidation, bankruptcy either voluntary or involuntary OR entering into any composition or compromise with its creditors, or Insolvency.
- g. In case any reasonable information has been received by RECPDCL that Associate has adopted/ or attempted to adopt any unethical conduct, action in award of the contract /PO or at any time thereafter.
- h. Failure to comply with applicable statutory provisions as contained in the contract or failure to comply with the applicable laws.
- i. Failure to comply with safety regulations/clauses stipulated in the contract or as may be generally instructed by RECPDCL.

If the default or breach as specified under clause 24 (except sub clause g thereof) be committed by the associate for the first time, RECPDCL shall issue, along with notice of default or breach, a warning notice instructing the associate to take remedial/corrective action within the time frame stipulated in the warning notice and not to repeat the same in future. The timeframe for corrective action by the associate shall be specific to the nature of breach of contract and the same shall not be objected to by the Associate. If the Associate fails to comply with the instructions in the warning notice or in taking corrective action to the satisfaction of RECPDCL then RECPDCL may terminate the entire or part of contract at its discretion by issuing termination notice without incurring any liability on this ground.

In case the contract is terminated for any breach of the nature specified in clause 24 g stated above, RECPDCL shall have the right to terminate all the contracts RECPDCL is having with the Associate by issuing termination notice which shall be without prejudice to the other rights of RECPDCL available to it under law.

Without prejudice to its right to terminate for breach of contract, RECPDCL may, without assigning any reason, terminate the Contract in whole or in part at any time at its discretion while the contract is in force by serving a written notice of two weeks to the Associate.

In the event of RECPDCL having proceeded with termination of the contract the associate shall comply and proceed further in the following manner:

- i) Associate shall discontinue the supply, on the expiry of the said period of two weeks.
- ii) Associate shall ensure that no further steps are being taken towards discharge of the obligations, terms and conditions as contained in the contract/PO. This shall include initiation of actions not limited to discontinuation of other allied and associated arrangements which the associate might have entered into with third parties for due discharge of its obligations under

the contract with RECPDCL.

iii) The Associate shall perform thereafter such tasks as may be necessary to preserve and protect the terminated portion of the material/service/work in progress and the materials and equipment at RECPDCL sites or in transit thereto. However the associate shall continue to fulfill its contractual obligations with regard to the part of contract not terminated.

iv) It shall be open for RECPDCL to conduct a joint assessment with the associate of the material ,supplies, equipment ,works or in general as to the subject matter of the contract in regard to which the associate claims having completed its obligations before or during such termination.

v) It shall be open to RECPDCL to seek invocation of the performance bank guarantee or any other guarantee or other security deposit by whatever name called submitted by the associate, which shall not be objected to or protested against by the associate.

In case of termination of the contract the parties agree to be governed inter alia by the following:

a) In case RECPDCL exercises its right of termination as stated above the associate shall not dispute or object to the same.

b) The Associate shall be entitled to receive and claim only such payments OR sums of money from RECPDCL as may be found payable to it in regard to works executed by it under the terms of the contract and no other claim of any nature whatsoever shall be made by the Associate.

c) All such provisions which the parties have agreed to survive and prevail even after termination of the contract shall remain effective despite the termination.

In the event of such termination, RECPDCL may finish the Work by whatever method it may deem expedient, including the hiring of services and /or purchase of material equipment from such third parties as RECPDCL may deem fit or may itself provide any labor or materials and perform any part of the Work. The associate undertakes to bear the incremental costs if any paid by RECPDCL in such a case attributable to failure on the part of the associate. The Associate in such a case shall not be entitled to receive any further payments and any sums found payable to it may be adjusted by RECPDCL against the amount recoverable from him on this ground. The same shall be without prejudice to other rights available to RECPDCL under law against the associate.

Upon the termination of any of the contract due to occurrence of any circumstances provided in clauses stated above and constituting repeated breach or misconduct , RECPDCL shall be entitled to bar the associates its agents , affiliates from undertaking any negotiation / tendering, bidding, participation activities concerning RECPDCL for a period of two years from date of such termination. The same shall be without prejudice to other rights available to RECPDCL.

## **2. Termination for convenience of Associate**

Associate at its convenience may request for termination of contract, clearly assigning the reason for such request. RECPDCL has full right to accept, reject or partially accept such request. This convenience will be available to associate only after one year from the contract effective date. For this purpose, associate will provide a notice period of 90 days to RECPDCL, Associate will have to pay RECPDCL a 'termination convenience fee' equivalent to 5% of unexecuted contract value.

### **3. Termination for Convenience of RECPDCL**

RECPDCL at its sole discretion may terminate the contract by giving 30 days prior notice in writing or through email to the Associate. RECPDCL shall pay the Associate for all the supplies/ services rendered till the actual date of contract termination against submission of invoice by the Associate to that effect.

### **P. DISPUTE RESOLUTION & ARBITRATION**

In case of any dispute or difference the parties shall endeavour to resolve the same through conciliatory and amicable measures within 15 Days failing which the matter may be referred by either party for resolution by the sole arbitrator to be appointed mutually by both the parties. The arbitral proceedings shall be conducted in accordance with Arbitration and Conciliation Act 1996 and the place of arbitration shall be Delhi. The language to be used at proceedings shall be English and the award of the arbitrator shall be final and binding on the parties. The parties shall bear their respective costs of arbitration. The associate shall continue to discharge its obligations towards due performance of the works as per the terms of the contract during the arbitration proceedings unless otherwise directed in writing by RECPDCL or suspended by the arbitrator. Further, RECPDCL shall continue making such payments as may be found due and payable to the associate for such works.

#### **1. Governing law and jurisdiction**

The parties shall be subject to the jurisdiction of the courts of law in Delhi and any matter arising here from shall be subject to applicable law in force in India.

### **Q. ATTRIBUTES OF GCC**

#### **1. Cancellation**

The Company reserves the right to cancel, add, delete at its sole discretion, all or any terms of this GCC or any contract, order or terms agreed between the parties in pursuance without assigning any reasons and without any compensation to the Associates.

#### **2. Severability**

If any portion of this GCC is held to be void, invalid, or otherwise unenforceable, in whole or part, the remaining portions of this GCC shall remain in effect.

#### **3. Order of Priority**

In case of any discrepancies between the stipulations in General Conditions of the Contract (GCC) and Special Conditions of Contract (SCC), the GCC shall stand superseded by the SCC to the extent stipulated hereinabove while balance portion of respective clauses of GCC shall continue to be applicable.

### **R. INSURANCE**

The Associate shall arrange accident insurance policy for his foreign experts/specialists/personnel deputed to Site and Associate's/his sub-Associates' manufacturing works as well as for his Indian engineers and supervisory staff. The Associate shall also take out for his Indian workmen, where applicable, a separate policy as required under Workmen's Compensation Act.

Associates shall be responsible to suitably insure their entire work-force (to the extent of at least meeting requirements under Workmen Compensation Act) Tools, Plant, Third party

liability at the project site, All Risk comprehensive insurance for the entire works (insurance for free issue items will be in RECPDCL scope) for total contract (PO/RO) value or any other such risks during execution of works, till the works are handed over to the company, in consultation with RECPDCL and shall submit copies of such insurances to the Engineer-in-Charge for review / acceptance before commencing the work. Engineer-in-charge must ensure compliance to insurance requirement by Associate before commencement of works. RECPDCL shall stand fully indemnified in this respect.

#### **S. ERRORS AND OMISSIONS**

The Associate shall be responsible for all discrepancies, errors and omissions in the drawings, documents or other information submitted by him, irrespective of whether these have been approved, reviewed or otherwise accepted by the RECPDCL or not. However any error in design/drawing arising out of any incorrect data/written information from RECPDCL will not be considered as error and omissions on part of the Associate.

#### **T. TRANSFER OF TITLES**

The title of ownership and property to all equipments, installations, erections, constructions materials, drawings & documents shall pass to the RECPDCL after Commissioning and complete handing over-taking over.

However, such passing of title of ownership and property to the RECPDCL shall not in any way absolve, dilute or diminish the responsibility and obligations of the Associate under this Contract including loss or damages and all risks, which shall vest with the Associate.

The Associate shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information within the time schedule and without extra cost to the RECPDCL.

The Associate shall also be responsible for any delay and/or extra cost if any, in carrying out engineering, and site works by other agencies arising out of discrepancies, errors and omissions stated in as well as of any late revision/s of drawings and information submitted by the Associate.



**32.0 LIST OF FORMS & ANNEXURES**

<b>S. No.</b>	<b>Subject</b>	<b>Annexure/ Forms</b>
1	Performa for Letter for Submission of Tender	Form-I
2	Performa for Bidder Information	Form-II
3	Performa for Financial Bid	Form-III
4	Performa for No-Deviation Certificate	Form-IV
5	MANUFACTURER AUTHORIZATION FORM	Form-V
6	Format of Curriculum Vitae	Form-VI
7	Performa for Performance Bank Guarantee	Annexure-A
8	Acceptance Form For Participation In Reverse Auction Event	Annexure-B
9	Format for Letter of Transmittal	Annexure-C
10	Format for Integrity Pact	Annexure-D

Letter for Submission of Tender

To,  
Addl. Chief Executive Officer  
REC Power Distribution Company Ltd.,  
1016-1023, 10th Floor, Devika Tower,  
Nehru Place, New Delhi-110019

Sub.: **Engagement of Service Agency**

Sir,

1. With reference to your Tender No. ----- dated ----- for **Engagement of Agency for Supply, Implementation and Maintenance of Smart Meters and AMI System for Power Development Department (PDD) of Government of J&K under Prime Minister's Development Package (PMDP)**, I wish to apply for engagement with RECPDCL as service provider for "**Engagement of Agency for Supply, Implementation and Maintenance of Smart Meters and AMI System for Power Development Department (PDD) of Government of J&K under Prime Minister's Development Package (PMDP)**"

Further, I hereby certify that

**I have read the provisions of the all clauses and confirm** that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.

2. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the REC PDCL.
3. Our bid shall remain valid for period of 90 days from the last date of bid submission.

Date:

Place:

Signature .....

Full Name .....

Designation .....

Address .....

***Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.***



Financial Bid (To be submitted through online mode only)

**PROFORMA OF SCHEDULE OF RATES**

**Engagement of Agency for Supply, Implementation and Maintenance of Smart Meters and AMI System for Power Development Department (PDD) of Government of J&K under Prime Minister’s Development Package (PMDP)**

**Bidder Name:**

Form: 1 Meters Cost (BOQ)							
S.No.	Equipment	Unit	Quantity	Per Unit Cost	taxes & duties	Total Unit Cost	Total Cost (Incl. taxes & duties)
A	B	C	D	E	F	G=E+F	H=DxG
<b>1</b>	<b>Meters</b>						
1.1	Single phase whole current Smart Meter	Nos.	190000			0	0
1.2	Three Phase whole current Smart Meter	Nos.	8000			0	0
1.3	Data Concentrator Units	Nos.	1980			0	0
<b>Sub Total 1</b>							<b>0</b>
<b>2</b>	<b>Mandatory Spares</b>						
2.1	5% of Sub total 1	Lot	1				0
<b>Sub Total 2</b>							<b>0</b>
<b>3</b>	<b>Installation &amp; Commissioning</b>						
3.1	Cost of SITC* & Integration with Existing System	Lumpsum	1			0	0
<b>Sub Total 3</b>							<b>0</b>
<b>4</b>	<b>Other Requirement</b>						
4.1	Any other product, if required, along with details.	Lumpsum	1			0	0
<b>Sub Total 4</b>							<b>0</b>
<b>GRAND TOTAL</b>							<b>0</b>

Form: 2 Softwares							
S.No.	Equipment	Unit	Quantity	Per Unit Cost	taxes & duties	Total Unit Cost	Total Cost (Incl. taxes & duties)
A	B	C	D	E	F	G=E+F	H=DxG
<b>1</b>	<b>Application Software</b>						
1.1	Meter Data Acquisition Software (MDAS)/Head End System (HES)	Lot	1			0	0

1.2	Meter data management (MDM) capable of processing raw data, building of desired analytics like giving demand response signal, taking control / programming actions based on preset logic, interface with billing software being used by utility (50,000 Nos. of consumers and scalable up to 100% expansion)	Lot	1			0	0
<b>Sub Total 1</b>							<b>0</b>
<b>2</b>	<b>Data Archiving Software</b>						
2.1	Data Archiving and SAN management software	Lot	1			0	0
<b>Sub Total 2</b>							<b>0</b>
<b>3</b>	<b>Network Management Software</b>						
3.1	Centralized network management software along with patch management & identity management	Lot	1			0	0
3.2	Antivirus software for all machines in control centre	Lot	1			0	0
<b>Sub Total 3</b>							<b>0</b>
<b>4</b>	<b>Installation &amp; Commissioning</b>						
4.1	Cost of SITC* & Integration with Existing System	Lumpsum	1			0	0
<b>Sub Total 4</b>							<b>0</b>
<b>5</b>	<b>Other Requirement</b>						
5.1	Any other product, if required, along with details.	Lumpsum	1			0	0
<b>Sub Total 5</b>							<b>0</b>
<b>GRAND TOTAL</b>							<b>0</b>

Form: 3 Hardwares							
S.No.	Equipment	Unit	Quantity	Per Unit Cost	taxes & duties	Total Unit Cost	Total Cost (Incl. taxes & duties)
A	B	C	D	E	F	G=E+F	H=DxG
<b>1</b>	<b>Hardware for application</b>						
1.1	Application Server suitable for MDAS/HES, MDM along with operating system	Set	2			0	0
1.2	Application server with minimum 4 GB RAM for development, quality and testing	Set	1			0	0
1.3	Web Server for access	Set	2			0	0
<b>Sub Total 1</b>							<b>0</b>
<b>2</b>	<b>Hardware for storage</b>						
2.1	SAN based storage for storing Smart Meter data (200,000 nos.), data from MDM for 5 years with 100% expansion capacity	No.	1			0	0
2.2	Data Archiving Server	Nos.	2			0	0
<b>Sub Total 2</b>							<b>0</b>

3 Hardware for network Management							
3.1	Network Management server with patch & identity management	Set	1			0	0
3.2	Centralized management console with single monitor	Set	1			0	0
Sub Total 3							0
4 Workstation Consoles							
4.1	Workstation consoles with dual 24" monitor along with Operating System & license	Set	2			0	0
Sub Total 4							0
5 Network Hardware							
5.1	Firewall with Network-based intrusion prevention system (NIPS) Minimum 8 Ethernet ports (1 Gbps) and 4 Fiber Optics Ports	Set	1			0	0
5.2	Router with Minimum 8 Ethernet ports (1 Gbps) and 4 Fiber Optic Ports	Set	1			0	0
5.3	LAN Switch (24 port 1000 / 100 /10 Mbps, layer 3 switching, 8 Ethernet ports (1 Gbps))	Set	1			0	0
Sub Total 5							0
6 Mandatory Spares							
6.1	5% of Subtotal 1+2+3+4+5	Lot	1				0
Sub Total 6							0
7 Installation & Commissioning							
7.1	Cost of SITC* & Integration with Existing System	Lumpsum	1			0	0
Sub Total 7							0
8 Other Requirement							
8.1	Any other product, if required, along with details.	Lumpsum	1			0	0
Sub Total 8							0
<b>GRAND TOTAL</b>							<b>0</b>

Form: 7 FMS		
S.No.	Equipment	FMS Cost
A	B	C
1	FMS charges for meters (Form 1) for 01 year	
2	FMS charges for Softwares (Form 2) for 01 year	
3	FMS charges for Hardwares (Form 3) for 01 year	
Optional Items*		
4	FMS charges for Meters (Form 1) for additional 2 years (Optional)#	
5	FMS charges for Softwares (Form 2) for additional 2 years (Optional)#	
6	FMS charges for Hardwares (Form 3) for additional 2 years (Optional)#	



Form: 8 Total			
S.No.	Equipment	Total Duration for 5 Years + 2 years (Optional) years after warranty	Total Cost for 5 years
A	B	C	D
1	Total Cost for Meters (Form 1)	1	0
2	Total Cost for Softwares (Form 2)	1	0
3	Total Cost for Hardwares (Form 3)	1	0
4	FMS charges for Meters (Form 1) for 5 years	5	0
5	FMS charges for Softwares (Form 2) for 5 years	5	0
6	FMS charges for Hardwares (Form 3) for 5 years	5	0
<b>Grand Total</b>			<b>0</b>

Note:-

- Software Licensing Fees with 1+5 years FMS post go live (detail the pricing regime which could include initial price and upgrade pricing)
- Note: - Schedule of Integration with different systems provided in RFP.
- All license are perpetual (All software required to run the system may it be direct vendor supply or 3rd party should be a bundled offer) and on the name of JKPDD.
- The quantities mentioned above are for evaluation purposes only. Actual Quantities may vary as per site requirement within +/- 10% .
- Bidders are to quote their rates strictly as per above format.



FORMAT FOR NO-DEVIATION CERTIFICATE

***Unless specifically mentioned in this schedule, the tender shall be deemed to confirm the RECPDCL's specifications:***

***By signing this document, we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document.***

***Seal of the Company:***

***Signature  
Name***

***Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.***



MANUFACTURER AUTHORIZATION FORM

**(To be submitted on OEM's Letter Head)**

Date: .....  
ICB No.: .....  
Invitation for Bid No.: .....  
Alternative No.: .....

To,  
The Nodal Officer (Smart Grid Pilot Project)  
Electricity 'OP' Division No. 2,  
Opp. Transport Area, New Power House  
Industrial Area Phase – 1, UT Jammu & Kashmir

Sir,  
WHEREAS M/s. [name of OEM], who are official manufacturers of ..... having factories at [address of OEM] do hereby authorize M/s [name of bidder] to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us

.....  
and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 26 of the General Conditions of Contract or as mentioned elsewhere in the Tender Document, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

We hereby confirm that in case, the channel partner fails to provide the necessary services as per the Tender Document referred above, M/s [name of OEM] shall provide standard warranty on the machines supplied against the contract. The warranty period and inclusion / exclusion of parts in the warranty shall remain same as defined in the contract issued to their channel partner against this tender enquiry.

Yours Sincerely,

For .....

Authorized Signatory

**Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.** \_\_\_\_\_



Format of Curriculum Vitae

1	<b>PROPOSED POSITION:</b>			
2	<b>NAME OF FIRM</b>			
3	<b>NAME OF STAFF:</b>			
4	<b>DATE OF BIRTH:</b>	<b>Nationality:</b>		
5	<b>EDUCATION:</b>			
	<b>DEGREE/EXAMINATION</b>	<b>YEAR</b>	<b>INSTITUTE</b>	<b>Board</b>
6	<b>MEMBERSHIP OF PROFESSIONAL ASSOCIATIONS:</b>			
7	<b>OTHER TRAINING:</b>			
8	<b>COUNTRIES OF WORK EXPERIENCE:</b>			
9	<b>LANGUAGES:</b>			
	<b>LANGUAGE</b>	<b>SPEAKING</b>	<b>READING</b>	<b>WRITING</b>
10	<b>EMPLOYMENT RECORD:</b>			
	<b>FROM</b>	<b>To</b>	<b>EMPLOYER</b>	<b>POSITIONS HELD</b>
11	<b>DETAILED TASKS ASSIGNED:</b>			
12	<b>WORK UNDERTAKEN THAT BEST ILLUSTRATES CAPABILITY TO HANDLE THE TASKS ASSIGNED:</b>			
13	<b>Certification:</b>			
	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.			
	Signature of authorised representative of the staff			
	Full name of authorised representative:			



**Annexure-A**

*PERFORMANCE BANK GUARANTEE*

M/s. REC Power Distribution Company Ltd.  
1016-23, 10<sup>th</sup> Floor, Devika Tower,  
Nehru Place,  
New Delhi  
(With due Rs.100/- stamp duty, if applicable)

**OUR LETTER OF GUARANTEE No. :** ..... **Date:** .....

**Amount:** ..... **Valid Date:** .....

**Bank Name & Address:**  
.....

In consideration of REC Power Distribution Company Ltd. having its office at 1016-1023, 10<sup>th</sup> floor, Devika Towers, Nehru Place, New Delhi (hereinafter referred to as "RECPDCL" which expression shall unless repugnant to the content or meaning there of include all its successors, administrators and executors) and having entered into an agreement dated \_\_\_\_\_/issued Work Order No.\_\_\_\_\_ dated \_\_\_\_\_ with/on as \_\_\_\_\_ (hereinafter referred to as "The service" which expression unless repugnant to the content or meaning thereof, shall include all the successors, Administrators and executors).

WHEREAS the Agency having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement accepted to providing service as per terms and conditions given in the Agreement dated \_\_\_\_\_ /Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ and RECPDCL having agreed that the Agency shall furnish to RECPDCL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the Work Order i.e. for \_\_\_\_\_.

We, \_\_\_\_\_ (The Bank) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. \_\_\_\_\_ in your favour for account of \_\_\_\_\_ (The Agency) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/work Order.

Hereby, we undertake to pay upto but not exceeding \_\_\_\_\_ (say \_\_\_\_\_ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount Claimed is due by reason of the Agency having failed to perform the Agreement and despite any contestation on the part of



above named Agency.

This Letter of Guarantee will expire on \_\_\_\_\_ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

\_\_\_\_\_  
Authorized Signature  
Chief Manager/Manger

Seal of Bank



## **Annexure B**

### **ACCEPTANCE FORM FOR PARTICIPATION IN REVERSE AUCTION EVENT (To be signed and stamped by the bidder)**

In a bid to make our entire procurement process more fair and transparent, RECPDCL intends to use the reverse auctions as an integral part of the entire tendering process. All the bidders who are found as technically qualified based on the tender requirements shall be eligible to participate in the reverse auction event.

**The following terms and conditions are accepted by the bidder on participation in the bid event:**

1. RECPDCL shall provide the user id and password to the authorized representative of the bidder. *(Authorization Letter in lieu of the same shall be submitted along with the signed and stamped Acceptance Form).*
2. RECPDCL decision to award the work would be final and binding on the supplier.
3. The bidder agrees to non-disclosure of trade information regarding the purchase, identity of RECPDCL, bid process, bid technology, bid documentation and bid details to any other party.
4. The bidder is advised to fully make aware themselves of auto bid process and ensure their participation in the event of reverse auction and failing to which RECPDCL will not be liable in any way.
5. In case of bidding through Internet medium, bidders are further advised to ensure availability of the infrastructure as required at their end to participate in the auction event. Inability to bid due to telephone line glitch, internet response issues, software or hardware hangs, power failure or any other reason shall not be the responsibility of RECPDCL.
6. In case of intranet medium, RECPDCL shall provide the infrastructure to bidders. Further, RECPDCL has sole discretion to extend or restart the auction event in case of any glitches in infrastructure observed which has restricted the bidders to submit the bids to ensure fair & transparent competitive bidding. In case an auction event is restarted, the best bid as already available in the system shall become the basis for determining start price of the new auction.
7. In case the bidder fails to participate in the auction event due any reason whatsoever, it shall be presumed that the bidder has no further discounts to offer and the initial bid as submitted by the bidder as a part of the tender shall be considered as the bidder's final no regret offer. Any offline price bids received from a bidder in lieu of non-participation in the auction event shall be out rightly rejected by RECPDCL.
8. The bidder shall be prepared with competitive price quotes on the day of the bidding event.
9. The prices as quoted by the bidder during the auction event shall be inclusive of all the applicable taxes, duties and levies and shall be FOR at site.
10. The prices submitted by a bidder during the auction event shall be binding on the bidder.
11. No requests for time extension of the auction event shall be considered by RECPDCL.



**12.** The original price bids of the bidders shall be reduced on pro-rata basis against each line item based on the final all-inclusive prices offered during conclusion of the auction event for arriving at Contract amount.

**Signature & Seal of the Bidder**



**LETTER OF TRANSMITTAL**

To: [Name and address of Client]

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

Dear Sir/s,

I/We, the undersigned, have examined the details given in your NIT dated [Insert Date] for **Engagement of Agency for Supply, Implementation and Maintenance of Smart Meters and AMI System for Power Development Department (PDD) of Government of J&K under Prime Minister's Development Package (PMDP)**. We accept all the terms & conditions of the bid document without any deviation and submit the Bid. We hereby certify that M/s \_\_\_\_\_ or its group companies have not been awarded any work for **Engagement of Agency for Supply, Implementation and Maintenance of Smart Meters and AMI System for Power Development Department (PDD) of Government of J&K under Prime Minister's Development Package (PMDP)** & shall not be a competitor to RECPDCL within the **J&K Power Development Department** during contract period in case the contract is awarded.

Also, M/s \_\_\_\_\_ or its group companies is not executing or providing any type of services either directly or as a sub-contractor for the particular work for which Bid is submitted.

It is confirmed that M/s. \_\_\_\_\_ is not banned or blacklisted by any Govt./Pvt. Institutions in India.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**Annexure-D**

(To be executed on non-judicial paper)

**INTEGRITY PACT**

***Between***

REC Power Distribution Company Limited (REC PDCL) hereinafter referred to as "The Principal",

***And***

.....hereinafter referred to as "agency for carrying out interior work"

***Preamble***

The Principal intends to award, under laid down organization procedures, contract/s for .....The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s, agency/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an Independent External Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

***Section 1 – Commitments of the Principal***

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
  - b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

***Section 2 – Commitments of the Bidder / agency.***

- (1) The Bidder / agency commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - a) The Bidder /agency will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind

- whatsoever during the tender process or during the execution of the contract.
- b) The Bidder / agency will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - c) The Bidder / agency will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder / agency will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder / agency will, when presenting his bid, disclose any and all payments he has made, is committed to, or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder / agency will not instigate third persons to commit offences outlined above or be an accessory to such offences.

***Section 3 – Disqualification from tender process and exclusion from future contracts***

If the Agency, before contract award, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the agency has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
- (3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (4) If the agency can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

***Section 4 – Compensation for Damages***

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Consulting agency/Architect/Supplier liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject

only to condition that if the agency can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the agency shall compensate the Principal only to the extent of the damage in the amount proved.

***Section 5 – Previous Transgression***

- (1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

***Section 6 – Equal treatment of all agency***

- (1) The agency undertakes to demand from all sub-consulting agency a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all agency and Sub-consulting agency.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

***Section 7 – Punitive Action against violating agency /Sub-consulting agency/***

If the Principal obtains knowledge of conduct of a agency or Sub-consulting agency, or of an employee or a representative or an associate of a agency, Sub-consulting agency\ which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

***Section 8 – Independent External Monitors***

- (1) The Principal has appointed competent and credible Independent External Monitors for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
- (3) The agency accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the agency. The agency will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Sub-consulting agency. The Monitor is under contractual obligation to treat the information and documents of the agency or Sub-consulting agency with confidentially.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the agency. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non- binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External



Monitor shall give an opportunity to the agency to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

***Section 9 – Pact Duration***

This Pact begins when both parties have legally signed it. It expires for the agency 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

***Section 10 – Other provisions***

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder/Consulting agency/Architect/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

.....  
For the Principal For the Bidder/Consulting agency/Architect/Supplier

**Place .....** **Witness1: (Signature/Name/Address)**

**Date .....** **Witness2: (Signature/Name/Address)**