

# Sardar Sarovar Narmada Nigam Limited, Gandhinagar

**(A WHOLLY OWNED GOVERNMENT OF GUJARAT UNDERTAKING)**

## SARDAR SAROVAR (NARMADA) PROJECT



## TENDER

Selection of Bidder(s) for  
Supply, Installation, Commissioning and Testing of Decorative Lighting  
and Illumination with 3 years of Comprehensive Operation &  
Maintenance including 1 year defect liability period of Sardar Sarovar  
Dam at Kevadia, Gujarat.

ESTIMATED COST: RS.478.352 LAKHS

DURATION OF WORK COMPLETION: 60 DAYS

CLIENT: The Chief Engineer (E&M),

Sardar Sarovar Narmada Nigam Limited  
Office of the Chief Engineer (E &M)  
Narmada Project Hydro Power, Narmada Bhavan  
2nd Floor, Indira Avenue, Vadodara- 390001  
Gujarat, India.

**SARDAR SAROVAR NARMADA NIGAM LIMITED, GANDHINAGAR**

**E-TENDER DOCUMENTS**

**SECTION 1.0- TECHNICAL BID (ONLINE AND ALSO IN COVER-1)**

**PROJECT NAME:** Selection of Bidder(s) for “Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.”

**PROJECT DURATION:** 60 Days

**PROJECT ESTIMATE:** Rs. 4.78 Crore (Four Core Seventy-Eight Lakhs only)

**TECHNICAL BID**

**REGISTERED OFFICE:**

SARDAR SAROVAR NARMADA NIGAM LIMITED  
1<sup>ST</sup> Floor, Block No. 12, New Sachivalaya,  
Gandhinagar - 382 010.  
Gujarat, India

## MEMORANDUM

(A) General Description of Work: Selection of Bidder (s) Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. .

(B) Non-refundable Tender Fees: **Rs.7,080**(Seven Thousand Eighty Rupees only (Inclusive of GST))

(C) Earnest Money Deposit: **Rs.4,78,000.00/-** (Four LakhSeventy-Eight Thousandonly)

Deposits: Earnest Money Deposit (DD) & Security Deposit (SD):

EMD @ 1% of estimated value during submission of tender and an initial performance security deposit in the form of an unequivocal bank guarantee equivalent to 7.5% of the contract value issued by a bank listed at Annexure-A1 having a branch at Ahmedabad /Gandhinagar, Vadodara. In addition to the above initial security deposit, the ENGINEER - IN – CHARGE shall deduct from the intermediate bills i.e. the running account bills an amount at the rate of five percent (5%) of the total amount of each bills, as remaining security deposit subject to the condition that the total amount of such deductions shall not exceed 2.5 % (two point five percent) of the Contract Price as mentioned in letter of acceptance of the tender. The E.M.D and S.D. shall be in favor of “Executive Engineer, Narmada Project Hydro Power, Vadodara”.

- 1 Should this tender be accepted, I/We hereby agree to abide by and fulfill all terms and conditions referred to above and in default thereof to forfeit and pay to the owner or his authorized nominee such sums of money as are stipulated in conditions contained in Tender document.
- 2 If I/ We fail to commence the work as specified, or I/We fail to deposit the amount for security deposit then, I/ We agree that the said owner or his successors without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money in full otherwise the said earnest money shall be retained by owner towards the security deposit. The owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to deposit the said amounts as per contract or to execute an agreement or to start work as stipulated in the tender documents.

Date: \_\_\_\_\_ day of \_\_\_\_\_ 2019.

Witness:

Name in Block Letters:

Address:

Signature of Tenders with the seal of the firm

## CONTRACT DATA

This Request for Proposal (TENDER) is for Work of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.

You are, therefore, invited through this Tender to present your Technical and Financial offers online for further consideration by SSNNL for the selection. A firm will be selected under the Lowest Cost (L1) Base Selection procedures described in this TENDER.

Important contract data is summarized as under;

1	NAME OF WORK	:	Selection of Bidder(s) for Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.
2	SOURCE OF FUNDS	:	GOI / Government of Gujarat
3	AREA / DISTRICT COVERED UNDER THE BID	:	Gandhinagar/Kevadia, Gujarat
4	TYPE OF WORK	:	Design Based Permanent Project
5	TYPE OF SLECTION	:	Lowest Cost (L1) Base Selection
6	PROJECT IMPLEMENTATION PERIOD	:	60 Days
7	DEFECT LIABILITY PERIOD, OPERATION & MAINTENANCE	:	03 (Three) years of comprehensive Operation & Maintenance including of first year as defect liability period from the date of completion certificate.
8	COMMUNICATION FOR SITE	:	At Site
9	ISSUE OF BID DOCUMENTS (ON LINE)	:	24/10/2019
10	PLACE OF ISSUE OF DOCUMENTS AND BID DOCUMENT FEES	:	On-line (E-Tendering). Rs.7,080/- (Inclusive of GST) in form of DD in favor of Sardar Sarovar Narmada Nigam Limited, Gandhinagar (non-refundable)
11	EARNEST MONEY DEPOSIT	:	Rs. 4,78,000.00/- (Four Lakhs Seventy-Eight Thousand only) in form of DD/FDR/Bank Guarantee in favor of "Executive Engineer, Narmada Project Hydro Power, Vadodara"
12	BID VALIDITY	:	One hundred eighty (180) days from due date for submission of bid.
13	SECURITY DEPOSIT	:	10 % of Contract Value  A) 7.5% of contract value in the form of an unequivocal bank guarantee in favor of <b>"Executive Engineer, Narmada Project Hydro Power, Vadodara"</b> to be submitted at the time of signing of contract agreement or before.

			B) Later,deduction from the intermediate bills i.e. the running account bills an amount at the rate of five percent (5%) of the total amount of each bills, as remaining security deposit subject to the condition that the total amount of such deductions shall not exceed 2.5 % (two point five percent) of the Contract Price for Construction as mentioned in letter of acceptance of the tender.
14	PRE-BID QUERIES SUBMISSION VIA E-MAIL ONLY	:	Up to 01/11/2019 up to 16:00hours on following email ids:  1. <a href="mailto:ce.em.ssnl2@gmail.com">ce.em.ssnl2@gmail.com</a> 2. <a href="mailto:se.hydro.ssnl@gmail.com">se.hydro.ssnl@gmail.com</a> 3. <a href="mailto:ee.em.kevadia@gmail.com">ee.em.kevadia@gmail.com</a> 4. <a href="mailto:naidu.repl@gmail.com">naidu.repl@gmail.com</a>
15	ONLINE SUBMISSION OF BID	:	Up to <b>06/11/2019 at 18.00</b> <b>hours</b> website:www.ssnl.nprocure.com
16	OPENING OF TECHNICAL BIDS (DATE & TIME)	:	<b>On 07/11/2019 at 17.00hours at SSNNL office, Gandhinagar (only Technical bid.)</b>
17	PLACE OF OPENING OF BIDS	:	Sardar Sarovar Narmada Nigam Limited, 6 <sup>th</sup> Floor, <b>Block No-12, New Sachivalaya Gandhinagar.</b>
18	AUTHORITY COMPETENT TO DECIDE IF ANY OTHER CAUSE OF DELAY BEYOND BIDDER(S)'S CONTROL	:	The Managing Director/Sardar Sarovar Narmada Nigam Limited, Gandhinagar
19	AUTHORITY FOR APPOINTING ARBITRATOR	:	The Managing Director/Sardar Sarovar Narmada Nigam Limited, Gandhinagar.
20	PENALTY FOR DELAY	:	0.2% of contract value per day of delay, subject to maximum of 10% of the total contract value.

Security Deposit and Bank Guarantee will be returned after work completion as per SSNNL/Consultant Certificate.

In case if company intending to participate in this bidding process for selection and appointment of bidders need any further information, they are requested to ask the following officer or his authorized representative in the Sardar Sarovar Narmada Nigam Limited, to familiarize themselves with the aims and objectives of the assignment. The interested bidders may also visit the site as many times, if they so desire, in consultation with the officer nominated herein below:

**Chief Engineer (Elect. & Mech.),  
Narmada Project Hydro Power  
Sardar Sarovar Narmada Nigam Limited  
Narmada Bhavan, Block-A, 2<sup>nd</sup> floor, Vadodara-390001  
Tel:0265-2413395/96  
Fax:0265-2413192  
Mobile:09978441042  
Email: ce.em.ssnnl2@gmail.com**

**Superintending Engineer (Elect. & Mech.),  
Narmada Project Hydro Power  
Sardar Sarovar Narmada Nigam Limited  
Narmada Bhavan, Block-A, 2<sup>nd</sup> floor, Vadodara-390001  
Tel:0265-2413395/96  
Fax:0265-2413192  
Mobile: 8980031258  
Email: se.hydro.ssnnl@gmail.com**

The TENDER document is available in electronic form from dt.24/10/2019 on the web site [www.ssnnl.nprocure.com](http://www.ssnnl.nprocure.com). Interested bidder can view this bid document online. Bidders who are interested in bidding for the work can view this bid document online. Bidders who are interested in bidding for the works can download the documents from the said web site upto 18:00 Hrs on dt.06/11/2019 Those bidders who wish to have the hard copy (Printed Version) of the Bidding Documents can download the same and take the printout of the same for their use.

- Non-refundable Tender Fees: Rs.7,080 (Seven Thousand Eighty Rupees only (Inclusive of GST))  
Bidder who wishes to submit their offer shall pay tender fee of INR 7,080/- in the form of account payee Demand Draft in favour of Sardar Sarovar Narmada Nigam Ltd., Gandhinagar payable at Gandhinagar.
- Earnest Money Deposit: Rs.4,78,000.00/- (Four Lakh Seventy-Eight Thousand only)  
Interested Bidders can view these Tender Documents online but Bidders who are interested in bidding in these tenders can download Tender Documents and Bidders who wish to submit their offer shall pay EMD in form of Account payee demand draft payable at **Vadodara** drawn on any Nationalized bank or any of following banks in favor of **“Executive Engineer, Narmada Project Hydro Power, Vadodara” or any of the Banks decided by the Finance Department, Government of Gujarat from time to time.**

Tender fee and Earnest Money Deposit and other technical documents in physical form specifically listed in this bid document shall be submitted to the office of Deputy General Manager (CPC), Floor No.-6, New Sachivalaya Complex, Gandhinagar-382010, (Ph. No.- 079-23252742) up to 14:00 Hrs Date 07/11/2019

- Security Deposit:  
The successful bidder shall have to furnish the required Performance Security Deposit at the time of signing of contract agreement or before.

a) The successful bidder shall have to pay initial performance security deposit in the form of an unequivocal bank guarantee equivalent to 7.5% of the contract value issued by a Bank mentioned in Annexure-A1 having a branch at Ahmedabad / Gandhinagar, Vadodara.

b) In addition to the above initial security deposit, the ENGINEER - IN – CHARGE shall deduct from the intermediate bills i.e. the running account bills an amount at the rate of five percent (5%) of the total amount of each bills, as remaining security deposit subject to the condition that the total amount of such deductions shall not exceed 2.5% (two point five percent) of the Contract Price for as mentioned in letter of acceptance of the tender.

If the contractor expressly requests in writing he may be permitted to convert Security Deposit recovered from his bills into bearing Government Securities, Shrinidhi Deposits of SSNNL or interest bearing deposit with Nationalized banks or Banks as decided by the Finance Department Govt. Of Gujarat or by Employer from time to time or into Bank Guarantee issued by Nationalize bank or Bank as decided by the Finance Department, Govt. of Gujarat or by Employer from time to time in instalment not less than INR 10 Lakh.

c) The Money so deducted from running bills shall be returned to the contractor within 90 days from the date of successful completion and issuance of completion Certificate by the engineer-in-charge / Employer. (Before start of Defect liability Period)

d) The performance Security Deposit (7.5% of contract value) remaining with the Employer after release of the money deducted from the running bills hereinabove shall be valid until 90 days from the date of completion of O&M period.

- Guarantees issued banks as listed in ANNEXURE-A1 will be accepted as SD/EMD.
- Tender Documents are only available in Electronic Form. Bidders shall download the tender documents after submitting the DD details for Tender Fee & Earnest Money Deposit details i.e. F.D.R. & Bank Guarantee details online. The Demand Draft toward Tender Document Fee can be submitted along with Earnest Money Deposit on or before the due date. This should be as per details given online & it should be of dated on or before last date of uploading of tender.
- Bidder who wish to submit their offer shall pay INR 7,080/- (Seven Thousand Eighty Rupees only (Inclusive of GST)) in the form of Account Payee Demand Draft in favor of 'Sardar Sarovar Narmada Nigam Ltd., Gandhinagar payable at Gandhinagar drawn on any bank listed in ANNEXURE-A1.
- Pre-bid queries shall be submitted on or before date 01/11/2019 up to 12.00 hours on email [ce.em.ssnl2@gmail.com](mailto:ce.em.ssnl2@gmail.com), [se.hydro.ssnl@gmail.com](mailto:se.hydro.ssnl@gmail.com), [ee.em.kevadia@gmail.com](mailto:ee.em.kevadia@gmail.com), [naidu.repl@gmail.com](mailto:naidu.repl@gmail.com).
- SSNNL, as the employer shall not be responsible for any cost or expenses incurred by the bidders in connection with the preparation and delivery of bids, including costs and expenses related to visit the sites, pretender data collection, investigations found necessary by the bidders.
- The Techno-Financial Proposal must be submitted online on website [www.ssnl.nprocure.com](http://www.ssnl.nprocure.com) not later than the submission date.

- Tender fee of INR 7,080/- (Seven Thousand Eighty Rupees only (Inclusive of GST)) and Earnest Money Deposit and other technical documents in physical form specifically listed in this bid document shall be submitted to the office of Deputy General Manager (CPC), Floor No.-6, New Sachivalaya Complex, Gandhinagar-382010, (Ph. No.-079-23252742) upto 14:00 Hrs Date 07/11/2019.

- **Two hard copy of the Technical Bid (one original and one copy)** along with supporting documents shall be submitted at the time of submission of EMD, Tender fee etc. to the office of Deputy General Manager (CPC), Floor No.-6, New Sachivalaya Complex, Gandhinagar-382010, (Ph. No.-079-23252742) upto 14:00 Hrs Date 07/11/2019. All pages of submission to be duly signed by authorized person of the Bidder's Firm.

**Purchase of Demand Draft for Tender Fee shall be made on or before the date of online submission of bids.**

- Technical bids will be opened in the presence of the bidder's representatives who choose to attend, at the office of Deputy General Manager (CPC), Floor No.-6, New Sachivalaya Complex, Gandhinagar-382010, (Ph. No.-079-23252742) at 17:00 Hrs onwards on date 07/11/2019(if possible).

The date of opening of financial bids will be communicated at a later date in writing to technically responsive bidders meeting Qualifying criteria.

- Following further notification, **contract negotiations with representative(s) of the selected firm will be held at SSNNL office at Office of Chief Engineer (E&M), Narmada Project Hydro Power, Narmada Bhavan, Block-A, 2<sup>nd</sup> floor, Vadodara.**

The online financial proposal will be opened in the presence of the representative(s) of the qualified firms who have submitted their price bids

The representative conducting negotiations on behalf of the firm must have written authority to negotiate and sign the contract.

- Should it not be possible to successfully conclude the contract negotiations, or should the firm fail to submit adequate details of the cost data and the required authenticated supporting documents, the negotiations will be terminated and the firm submitting the next-ranked technical proposal will be invited to contract negotiations (and so on, if necessary, until an agreement is concluded).
- The final selection of a firm and the effectiveness of a negotiated contract will be subject to the approval of SSNNL.
- Selected bidder will have to sign the contract with Sardar Sarovar Narmada Nigam Limited (SSNNL).
- The competent authority of SSNNL reserves its absolute and unquestionable authority to award the assignment to bidder taking into consideration their ranking in the technical and financial evaluation.
- After the issuance of this Letter of invitation and before submission date of proposals, the SSNNL may, if necessary, reply to your written request for clarifications concerning the proposed services and copy the same reply to all firms. However, any delay caused by seeking such clarification will not be considered as a reason for extending the submission date for your proposal. SSNNL may issue the corrigendum related to the particular clause to this TENDER which shall form the part of contract.

Sign of Bidder(s)  
Employer

Sign of



Sardar Sarovar Narmada Nigam Limited

Tender

For

Selection of Bidder(s) for Supply, Installation, Commissioning  
and Testing of Decorative Lighting and Illumination with 3  
years of Comprehensive Operation & Maintenance including  
1 year defect liability period of Sardar Sarovar Dam at Kevadia  
Gujarat.

October 2019

## DISCLAIMER

The information contained in this Tender document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of “Sardar Sarovar Narmada Nigam Limited” (Client, hereinafter referred to as ‘SSNNL’) or any of its employees or advisors, is provided to the Bidder(s) (hereinafter referred to as ‘Applicant’) on the terms and conditions set out in this TENDER document and any other terms and conditions subject to which such information is provided

This TENDER document is not an offer or invitation to any other party. The purpose of this TENDER document is to provide the Applicants, to whom it is issued, with information to assist in the formulation of their Proposal for submission. This TENDER document does not purport to contain all the information each Applicant may require. This TENDER document may not be appropriate for all persons and it is not possible for SSNNL and their employees or advisors to consider the objectives, financial situation and particular needs of each Applicant. Each recipient must conduct its own analysis, to check the accuracy, adequacy, correctness and reliability of the information contained in this TENDER and is advised to carry out its own investigation into the proposed project, the legislative and regulatory regimes which apply thereto and all matters pertinent to the proposed project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed project. SSNNL and their employees and advisors make no representation or warranty and shall incur no liability under the Law of Contract, Tort, the Principles of Restitution or unjust enrichment or otherwise for any loss, expense or damage, which may arise from or be incurred or suffered in connection with anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TENDER and any assessment, assumption, statement or information contained therein or any matter deemed to form part of this TENDER, the award of the Project and any other information supplied by or on behalf of SSNNL or their employees, advisors/ Bidder(s) or otherwise arising in any way from the Public Procurement process for the Project. SSNNL may in its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this TENDER document. The information that SSNNL is in a position to furnish is limited to this TENDER and the information available at the contact addresses given in Project Data Sheet, along with any amendments/ clarification thereon.

This TENDER and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than, in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the project in accordance with this TENDER, the information contained in the

TENDER shall not be divulged to any other party. The information contained in the TENDER must be kept confidential.

Mere submission of a responsive Bid does not ensure selection of the Applicant as successful Applicant. The SSNNL reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever. The SSNNL reserves all the rights to cancel, terminate, change or modify this Public Procurement process and/or requirements of bidding stated in the TENDER, at any time without assigning any reason or providing any notice and without accepting any liability for the same.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the SSNNL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain the sole responsibility of the Applicant and the SSNNL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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## SARDAR SAROVAR NARMADA NIGAM LIMITED

### SECTION – 1: LETTER OF INVITATION

Invitation of Proposal

For

Selection of Bidder(s) for Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.

Date:

To,

**Managing Director,**

Sardar Sarovar Narmada Nigam Limited

Gandhinagar.

**Subject: Selection of Bidder(s) for Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. .**

Government of Gujarat through SSNNL invites Request for Proposal for Selection of Bidder(s) for Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. . A Single Stage “Two Cover” bidding process is being followed for determining the Successful Applicant, wherein the proposals are being invited from the Applicants on the basis of their qualification as detailed out in the Request for Proposal document being followed for this bidding process. The Applicants shall submit their detailed technical and financial proposals and qualify for undertaking the Project as set out in this TENDER document. Bidder will be offering the lowest overall evaluated tender in figures and words in Volume-II of the tender document (Financial Bid), ONLINE only as described in this TENDER document.

This TENDER document contains information about the Project, bidding process, proposal submission, qualification criteria, evaluation process and financial proposal requirement.

A level of service as specified in this TENDER document would be maintained during the term of the Agreement by the Successful Applicant. The detailed scope of work is defined in this TENDER document.

Your faithfully

Name:

Sign:

Stamp

Applicants would be required to submit their technical and financial proposals as per format given in Section 4 & Section 5 of this document. The Technical Proposal will be examined for substantive compliance or responsiveness to the Proposal requirements. The Client would evaluate the Technical Proposals as per the evaluation criteria mentioned in Section 3 of the TENDER Document. Only those Applicants, whose Technical Proposals are adjudged responsive, and qualify the technical evaluation as per the terms of the TENDER, would be nominated as qualified Applicants for the purpose of opening of financial proposals and their evaluation.

The completed proposals should be submitted on or before the Proposal Due Date as specified in Proposal Data Sheet, in the manner specified in the TENDER document to the under mentioned official. The Client shall not be responsible for any delay in receiving the proposal and reserves the right to reject any or all Proposals without assigning any reason thereof.

## SARDAR SAROVAR NARMADA NIGAM LIMITED

### SECTION – 2: INSTRUCTIONS TO APPLICANTS

#### 2.1 Definitions

- a. **Applicant/Applicant:** means any person or entity who may be selected as Bidder(s) for Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. to the Government of Gujarat through SSNNL under the Contract.
- b. **Application/ Bid:** Response to this TENDER with all necessary documents as specified.
- c. **Assignment:** Selection of Bidder(s) for Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.
- d. **Turnkey Basis:** means products and services requiring Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. as detailed out in this TENDER document.
- e. **Contract:** means the Contract signed by the Parties to which the General Conditions (GC) are attached with any attachments listed in the Special Conditions (SC) as provided in Section 7 & 8.
- f. **Data Sheet:** means such part of the Instructions to Applicants used to reflect specific country and assignment conditions.
- g. **Day:** means calendar day
- h. **Government:** means the Government of Gujarat, India.
- i. **LOI (Section 1 of TENDER):** means the Letter of Invitation being sent by SSNNL to the Applicant
- j. **Instructions to Applicant (Section 2 of TENDER):** means the document which provides Applicant with all information needed to prepare their Proposals.
- k. **Personnel:** means Professionals and support staff to be provided by the Applicant or by any Sub-bidder(s) and assigned to perform the works or any part thereof; “Foreign personnel” means such Professionals and support staff who, as on proposal due date had their domicile outside the beneficiary’s country; “Local Personnel” means such Professionals and support staff who as on proposal due date had their domicile inside the beneficiary’s country.
- l. **SSNNL:** SARDAR SAROVAR NARMADA NIGAM LIMITED
- m. **Project:** Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. .
- n. **Proposal:** means the Technical Proposal and the Financial Proposal.
- o. **Public Procurement Process:** means the process for the Selection of Bidder(s) for Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.
- p. **TENDER:** means this Request for Proposal document prepared by the SSNNL for the selection of Applicant for the Assignment.
- q. **Works:** means what is required to be provided by the selected Applicant as per Terms of Reference (Section 6 of the TENDER).
- r. **Sub-Bidder(s):** means any person or entity with whom the Applicant sub-contracts any part of the

Assignment.

- s. **Terms of Reference:** (TOR) means the works described in Section 6 of this TENDER document which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of SSNNL and the selected Applicant and expected results and deliverables of the assignment.

## 2.2 Background

This Request for Proposal (TENDER) document is for Selection of Bidder(s) for Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. .

**2.2.1** The proposals are invited from the Applicant in a Single Stage Two Cover System. Cover -1 shall consist of information and forms pertaining to Eligibility requirements (Experience and Financial Capability, Technical information – Designs, Drawings, Calculations, Proposed equipment, Details of the formations, performances, concepts, etc.). Cover-2 shall consist of original Tender fees and Bid security.

**2.2.2** This TENDER is being issued to the Applicants who have sought to obtain the TENDER pursuant to the publication in newspapers.

**2.2.3** The Applicants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for the works required for the assignment, named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately a contract will be signed Between the SSNNL and the successful Applicant.

**2.2.4** The Applicants should familiarize themselves with local conditions and take them into account in preparing their Proposal. To obtain first-hand information on the assignment and local conditions. Applicants are encouraged to visit the Project location before submitting.

### 2.2.5 Propose Time Line

S. No.	Particulars	Date and Time
1.	Issue the RFP to the Applicants	24/10/2019
2.	Pre-bid queries submission via email only	01/11/2019 up to 16:00 hours
3.	Submission of the Financial Proposal (Online Only)	06/11/2019 up to 18:00 hours
4.	Submission of the Technical Proposal at SSNNL Office	06/11/2019 up to 18:00 hours
5	Opening of the Technical Proposals	07/11/2019 at 17:00 hours (if possible)
7.	Opening of Financial Proposal of the Technically qualified Applicants	08/11/2019 at 12:00 hours (if possible)

### 2.2.6 Cost of the Proposals:

Applicants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. SSNNL is not bound to accept any proposal, and reserves the right to annul the Public Procurement Process at any time prior to Contract award, without thereby incurring any liability to the Applicant.

**2.2.7** The Proposal shall be valid for a period of not less than 180 (One Hundred and Eighty) days



from the Proposal Due Date.

#### **2.2.8 Scope of Proposal:**

Detailed description of the objectives, scope of works, deliverables and other requirements relating to this Assignment are specified in this TENDER document. An Applicant may participate in the Public Procurement Process individually (the “Sole Firm”) in response to this TENDER. The term applicant (the “Applicant”) means the Sole Firm. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this TENDER.

**2.2.9** Applicants are advised that the selection shall be on the basis of an evaluation by the SSNNL through the Public Procurement Process specified in this TENDER. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Public Procurement Process will be given and that the SSNNL’s decisions are without any right of appeal whatsoever.

**2.2.10** The Applicant shall submit its Proposal in the form and manner specified in this Section of the TENDER. The Technical proposal shall be submitted in the forms at Section 4 and the Financial Proposal shall be submitted in the forms at Section 5. Upon selection, the Applicant shall be required to enter into a Contract with the Client. The conditions of the Contract are provided in Section 7 of this TENDER document.

**2.2.11** The Applicant/Bidder have to upload duly signed all the documents/ Forms in N-Procure Site (Online) and same shall be submitted in hard copy during physical submission except Price Bid.

### **2.3 Conflict of Interest:**

2.3.1 SSNNL policy requires Applicant to provide professional, objective, and impartial advice and at all times hold the SSNNL's interest’s paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.3.2 Without limitation on the generality of the foregoing, Applicants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- A. An Applicant (including its Personnel and Sub Bidder(s)s) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Applicant for the same or for another Client.
- B. The Applicant shall be aware of its obligations under the Contract to
  - i. Notify SSNNL of any Personnel (including Sub Bidder(s)’s Personnel) assigned to provide the Services under the Contract who is a former SSNNL staff member and to warrant that the said former SSNNL staff member is not subject to any work restrictions by virtue of such former employment with SSNNL. For purposes of this clause, SSNNL staff members are defined as current and retired SSNNL employees,

and individuals that have worked for the SSNNL any time in the past.

ii. Use its best efforts not to assign any personnel (including Sub Bidder(s)'s Personnel) to the Contract who are relatives of current SSNNL staff, and in the event that SSNNL or Applicant discovers that any Personnel is a close relative of a current SSNNL staff member, to promptly replace the said Personnel at no cost to SSNNL with an individual having equivalent skill sets, if not better. For the purpose of this clause a relative is defined as: father, mother, brother, sister, son, daughter, aunt, uncle, nephew & niece.

iii. Confirm, at the time of signing the Contract, that the Applicant is not knowingly advising any "outside party," defined to mean an individual or firm (A) with which SSNNL is engaged in a formal dispute (i.e., the outside Party is suing or has been sued by the SSNNL), (B) who is being investigated by the SSNNL for fraud or corruption, or is ineligible to be awarded a SSNNL - financed contract because of fraud or corruption, or (C) whose complaint against a procurement decision is under review by SSNNL.

C. Applicants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve in the best interest of the SSNNL, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Applicant or the termination of its Contract.

D. No agency or current employees of SSNNL shall work as Applicants under their own departments or agencies. Recruiting former government employees or SSNNL retired officers to work for SSNNL is acceptable provided no conflict of interest exists. When the Applicant nominates any government employee as Personnel in their Technical Proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to SSNNL by the Applicant as part of its Technical Proposal.

## 2.4 Fraud & Corruption

2.4.1 SSNNL requires that all Applicants participating in this Project adhere to the highest ethical standards, both during the Public Procurement Process and throughout the execution of a Contract. In pursuance of this policy, SSNNL defines, for the purpose of this paragraph, the terms set forth below as follows:

- a. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of SSNNL official in the Public Procurement Process or in Contract execution.
- b. "fraudulent practice" means a misrepresentation or omission of facts in order to influence the Public Procurement process or the execution of a Contract.

c.” collusive practices” means a scheme or arrangement between two or more Applicants with or without the knowledge of the SSNNL, designed to establish prices at artificial, noncompetitive levels.

d.”coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

2.4.2 SSNNL will reject a proposal for award if it comes to know that the Applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

2.4.3 SSNNL will terminate the Contract, if it determines at any time that representatives of the applicant were engaged in corrupt, fraudulent, collusive or coercive practices during the Public Procurement process or the execution of the Contract.

2.4.4 SSNNL will sanction the Applicant, including declaring the Applicant as ineligible, either indefinitely or for a stated period of time, to be awarded a SSNNL Contract if at any time it determines that the Applicant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SSNNL contract.

2.4.5 SSNNL will have the right to require that, in Contracts financed by the SSNNL, a provision be included requiring Applicant to permit SSNNL to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the SSNNL.

2.4.6 No Applicant, its Sub-Bidder(s), or associate(s) shall be under a declaration of ineligibility for corrupt and fraudulent practices issued by the SSNNL in accordance with Clause 2.4.1 above. Furthermore, the Applicant shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

## **2.5 Commission and Gratuities**

Each Applicant shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Applicant is awarded the Contract, as requested in the Financial Proposal submission form (Section 5).

## **2.6 Only one proposal**

Applicant is eligible to submit only one proposal. If an Applicant submits or participates in more than one proposal then such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Bidder(s) to more than one proposal.

## **2.7 Proposal Validity**

The Data Sheet indicates how long Applicant’s Proposal must remain valid after the submission date. During this period, Applicants shall maintain the availability of Professional staff nominated

in the Proposal. SSNNL will make its best effort to complete negotiations within this period. Should the need arise; SSNNL may request Applicants to extend the validity period of their Proposals. Applicants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Applicants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Applicants who do not agree, have the right to refuse to extend the validity of their Proposals and in such cases, their proposals would be liable for rejection by SSNNL.

## 2.8 Minimum Eligibility Criteria of Applicants

### I) Technical Criteria for Applicant:

- A. The applicant should have an experience of having successfully completed similar works during last 7 years Starting from first day of October 2012 to ending last day of month previous (i.e. September 2019) to the one in which applications are invited should be either of the following:

One Similar Completed work costing not less than amount of the estimated cost **₹. 3.827 Crore** during last 7 Year.

Or

Two Similar Completed work costing not less than amount of the estimated cost **₹2.392 Crore** each during last 7 years

Or

Three Similar Completed work costing not less than amount of the estimated cost **₹1.913 Crore** each during last 7 years

### B. Financial Criteria:

The Applicant should have a minimum average annual turnover of **₹ 1.435 Crore** in last Three Financial Years ended by 31<sup>st</sup> March 2019. Should not be a loss-making company during the said period, copies of certificates, audit reports for last three years shall be submitted through CA audited report.

### Note:

- 1) Work Order and Completion certificate both, from the client must be submitted.
- 2) Similar kind of work means Permanent decorative RGB/W/Façade lighting installation on Heritage Monuments/Dam of minimum 300 Mtr length /Bridges of minimum 300 mtr length / Central Government of India , State Governments of India, Semi Government (Central / State) building of minimum 8 storage/ floor.(No other LED Lightings related projects other than above will not be considered.)
- 3) MSME certificate is not consider against relaxation in Technical eligibility criteria.
- 4) The Tenderer must possess valid Electrical Contractor License/Electrical Supervisor license either in the name of the agency/ employees of the agency/sub-contractor agency. The current year copy of the same should be attached with the Tender.

## 2.9 Participation in Joint Venture or Consortium

No Joint Venture is allowed

## 2.10 Pre-proposal Queries & Due Diligence:

Pre-proposal queries for the Project shall be submitted via email only mentioned above in Contract Data Page no.: 5.

## 2.11 Site Visit & Verification of Information

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, and access to the site, availability of other data with the SSNNL, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Applicants on dates, time and venue as specified in the Tender document. All costs for such visits shall be borne by the Applicants.

For Site visit please contact below mentioned Officers:

1. The Chief Engineer (E&M), NPHP - - Mobile no.: 9978441042
2. The Superintending Engineer (E&M), NPHP - - Mobile no.: 8980031258

## 2.12 Clarification and amendment of Tender documents

A. Applicants may request clarifications regarding any provision of this Tender document up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the SSNNL's address indicated in the Data Sheet. SSNNL will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Applicants. Should SSNNL deem it necessary to amend the TENDER document as a result of a clarification, it shall do so by following the procedure under Clause 2.12. (b).

B. At any time before the submission of Proposals, SSNNL may amend the Tender document by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all the prospective Applicants and will be binding on them.

## 2.13 Preparation of Proposal

- a. The Proposal as well as all related correspondence exchanged by the Applicant and SSNNL, shall be written in the language (s) specified in the Data Sheet.
- b. While preparing their Technical Proposal, Applicants are expected to examine the documents constituting this Tender in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

## 2.14 Technical Proposal Format and Content

a. Applicants are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed nonresponsive. The Technical Proposal shall provide the information indicated in the following Clause from (i) to (iv) using the attached Standard Forms (Section 4) on a page. A page is considered to be one printed side of A4 or letter size paper.

i. A brief description of the Applicant's organization and an outline of recent experience of the Applicant and assignments of a similar nature is required in Form TECH-2 of Section 4. For each assignment, the outline should indicate the names of Sub-Bidder(s)/ Professional staff who participated, duration of the assignment, contract amount, and Applicant's involvement. Assignments completed by individual Professional staff working privately or through other Applicant firms cannot be claimed as the experience of the Applicant, or that of the Applicants associates, but can be claimed by the Professional staff themselves in their CVs. Applicants should be prepared to substantiate the claimed experience if so, requested by SSNNL

ii. The Applicant shall submit requisite documents like firm **registration** certificates **GST** and **PAN no. of** the firm.

iii. **Details of concept and description of work methodology/ work plan by which the Applicant proposes to execute the work in Form Tech-4 including:**

a) Proposed Technologies/equipment for all the components of the project.

b) Project layout plan

- General layout plan for the entire area.
- Site utilization plan for the entire area along with proposed area for each project component.

c) Components and Design plan

- Components proposed
- Capacity of each of the components.
- Design features, specifications and drawings including capacity details.
- Pictorial formations installation themes and elevations.
- The offered LED luminaires should have test certificates for LM 79, LM 80 as per IEC 60598 from UL/ ERTL NABL laboratory only.

d) Technology features of Equipment Required.

- Electrical and Mechanical systems.
- Comprehensive Technology features with upgradability and flexibility.
- Communication systems.

e) Proposed Management and Technical Team.

- Management team during construction and operations.

- People consisting of the management team.
- Their capability and management expertise.
- Technical Team during construction and operations.
- Equipment and machinery supplier.
- Other personnel involved.
- A project completion schedule.

v.comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment.

vi.CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 4)

b.The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive

## 2.15 Financial Proposal

2.15.1The Financial Proposal shall be prepared using the attached Standard Forms (Section 5). The Financial Quote shall be submitted strictly by including of all taxes except GST

2.15.2The financial quote shall be submitted only in the soft copy, online at [www.nprocure.com](http://www.nprocure.com) & [www.sardarsarovardam.org](http://www.sardarsarovardam.org) by the PDD mentioned in the datasheet.

2.15.3SSNNL shall not allow payment of any commissions and gratuities under this assignment.

2.15.4While submitting the Financial Proposal, the Applicants shall ensure the following:

- a.All the costs associated with the assignment shall be included in the Financial Proposal Excluding GST tax.
- b.The financial quote indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.
- c.In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- d.Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

## 2.16 Sealing and Marking of Proposal

The Applicants shall prepare and submit:

- A. One (1) Original and One (1) Copy of the Technical Proposal in “Cover-1” duly marking “Original” and “Copy”. The envelope containing the Technical Proposal shall be labeled as:

Cover-1: TECHNICAL PROPOSAL for

“Selection of Bidder(s) for Supply, Installation, Commissioning and Testing of Decorative Lighting and

**“Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.”**

Contents of Envelope-A shall be as follows:

(Technical Proposal in Original + 1 Copy)

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Applicant's Organization and Experience

Form TECH-3. Comments and Suggestions on the Terms of Reference

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignments

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff Form TECH-7. Work Schedule

Form TECH-8: Format for Power of Attorney for Authorized Signatory

Form of all Annexure formats

B. The financial proposal shall be submitted in the formats provided in the TENDER at [www.nprocure.com](http://www.nprocure.com) online only .

Cover-2- Bid Security for

**“Selection of Bidder(s) for Permanent , Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.”**

Contents of Cover-2 shall be as follows:

Tender Fees and Bid Security

The aforementioned envelopes Cover-1 & 2 shall be sealed in an outer envelope mentioning

**“Selection of Bidder(s) for Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.”**

- Each of the covers shall indicate the complete name, address, telephone number (with city code) and facsimile number of the Applicant.
- Each cover containing the Proposal shall be addressed to the Client as mentioned in the Proposal Data Sheet.

2.16.1 SSNNL shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be cause for Proposal rejection. If the Financial Proposal is not submitted online as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

2.16.2 SSNNL shall open the Technical Proposal immediately after the deadline for their submission.

2.16.3 All pages of the technical proposal shall bear the initials of authorized signatory.

## 2.17 Proposal Evaluation



- 2.17.1 From the time the Proposals are opened till the time the Contract is awarded, the Applicants should not contact SSNNL on any matter related to its Technical and/or Financial Proposal. Any effort by Applicants to influence SSNNL in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Applicants' Proposal.
- 2.17.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- 2.17.3 In case only one bid is received or during the Technical Evaluation only one Applicant qualifies for the next stage of the bidding process SSNNL reserves the right to accept the bid of such single Applicant and carry out the bidding process as described in the subsequent provisions of this TENDER document.
- 2.17.4 Evaluation of Technical Proposal: The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria specified in the Data Sheet.
- 2.17.5 Technical evaluation will also take into account presentations given by the Applicants on their technical proposal. The applicant has the liberty to conceive the project at their own ideas, keeping in mind that shall match with the international standard. They must visit the site before the presentation.
- 2.17.6 Public Opening and Evaluation of Financial Proposals: After the technical evaluation is completed, SSNNL shall inform the Applicants who have technically qualified based on their Technical Proposals, and shall notify those Applicants whose Proposals did not meet the minimum qualifying criteria or were considered non-responsive to the TENDER document, and their Financial Proposals will not be opened. SSNNL shall simultaneously notify in writing Applicants that have secured the minimum qualifying mark, the date and time for opening the Financial Proposals. The opening date should allow Applicants sufficient time to make arrangements for attending the opening. However, Applicant's attendance at the opening of Financial Proposals is optional.
- 2.17.7 Financial Proposals shall be opened publicly in the presence of the Applicant's representatives who choose to attend. The name of the Applicants and the technically qualified Applicants shall be read aloud. These Financial Proposals shall be then opened, and the total financial quote read aloud and recorded. SSNNL shall prepare a record of the public opening of Financial Proposals.
- 2.17.8 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal
- 2.17.9 Bidder will be offering the lowest overall evaluated tender in figures and words in Volume-II of the tender document (Financial Bid), ONLINE only on [www.nprocure.com](http://www.nprocure.com) Physical (HARD

COPY) Submission of Financial Bids Should NOT be done in any case.

Committee is Final Authority for selection process.

## 2.18 Negotiation

2.18.1 Negotiations will be held at the address indicated in the Data Sheet. The invited applicant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in SSNNL proceeding to negotiate with the next- ranked Applicant. Representatives conducting negotiations on behalf of the Applicant must have written authority to negotiate and conclude a Contract.

2.18.2 Technical Negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Applicant to improve the Terms of Reference. SSNNL and the Applicant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from SSNNL to ensure satisfactory Installation, Commissioning of the assignment. SSNNL shall prepare minutes of negotiations which will be signed by SSNNL and the selected Applicant.

2.18.3 Availability of professional staff / experts: Having selected the Applicant on the basis of, among other things including an evaluation of proposed Professional staff, SSNNL will require assurances that the professional staff will be actually available for the execution of the Project. SSNNL will not consider any substitutions of key professional staff during contract negotiations unless both parties agree that undue delay in the Public Procurement process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the selected Applicant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Applicant within the period of time specified in the letter of invitation to negotiate.

2.18.4 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations SSNNL and the selected Applicant will initial the agreed Contract. If negotiations fail, SSNNL will invite the Applicant whose Proposal received the second lowest price bidder to negotiate a contract or to cancel the bidding process at any stage.

## 2.19 Award of Contract:

2.19.1 After completing the negotiations, the Notice of Award shall be given to the Applicant as per terms and conditions of tender. The representative of the Applicant may choose to be present during the issuance of the Notice of Award.

2.19.2 If the selected Applicant fails to execute a contract with the Client within 8 working days, the Client may elect to cancel the selection and award to the next highest-ranking Applicant.

2.19.3 The Client reserves the right to contract for all or a partial list of services offered in the

proposal. The TENDER and the selected Applicant's proposal will become part of the contract between the Client and the selected Applicant.

- 2.19.4 The selected Applicant is expected to commence work once a letter of award (LOA) has been issued or the contract has been signed, whichever is earlier.

## **2.20 Confidentiality**

- 2.20.1 Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the SSNNL in relation to matters arising out of, or concerning the Public Procurement Process. The SSNNL shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The SSNNL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the SSNNL or as may be required by law or in connection with any legal process.

## **2.21 Extension of Project**

- 2.21.1 If the bidder(s) shall desire an extension of time for the completion of the work on the grounds of his having unavoidable hindrance in its execution or on any other ground, he shall apply in writing to Executive Engineer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid, and the Managing Director or Zonal Engineer shall if in his opinion (which shall be final) reasonable grounds be installation therefore, authorize such extension of time, if any, as may in his opinion be necessary or proper.

## SARDAR SAROVAR NARMADA NIGAM LIMITED

### SECTION – 3: BID EVALUATION

#### 3.1 Evaluation Criteria

##### 3.1. Certificates in support of Applicant's capabilities:

The Applicant shall enclose with its Proposal, certificate(s) from its statutory auditors stating its average annual turnover for three Financial Years prior to the Proposal Due Date. The Balance Sheets for the three continuous financial years submitted as a part of the proposal should be audited/ certified by the statutory auditor of the Applicant or by any practicing Chartered Accountant.

The Applicant shall also produce authentic and valid certificates from the clients, establishing their experience in similar Eligible Projects. The SSNNL may, at its own discretion, verify the veracity and validity of the certificates produced by the Applicant.

If it is established that the Applicant has produced certificates which are not correct and valid and the Applicant has misled the SSNNL, SSNNL at its discretion reject the proposal submitted by the Applicant and also debar the Applicant from participating in the bidding processes taken up by the SSNNL for appointing the Bidder(s), for a period of three (3) years.

##### 3.1.4 Information relating to barring of business by Governmental Organizations:

Any Applicant who has been debarred by the Central Government, any of the State Governments, a statutory or a public sector undertaking, SSNNL or any other State Undertaking from participating in any project, and such bar subsists as on the due date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate. If any such proposal from debarred Applicant is received, the same shall be out right rejected without further evaluation.

##### 3.1.5 Past Performance:

- The Applicant or its Associate, who during the last three years, either failed to perform its obligations under any Agreement as evidenced by imposition of a penalty by an arbitral, judicial, statutory / public sector organization, Government of India, State Governments, etc., shall be treated as non-responsive and its technical and financial proposals shall be outright rejected by the
- SSNNL, at its sole discretion.
- The Applicant while making a proposal to SSNNL shall provide all such information relating to the imposition of penalties, non-performance of contract, debarring by any Government or Statutory Organization along with its technical proposal.
- SSNNL at its own discretion may collect and verify such information. If SSNNL finds that the Applicant has not provided such information and has tried to mislead SSNNL, it may reject the Applicant's proposal as non-responsive.

##### 3.1.6 Short-listing of Applicants for the bidder will be in Three stage:

- ❖ **Stage 1 – Minimum Eligible Criteria (Page No. 20, clause no 2.8):**

Minimum eligible criteria require for qualified in Stage 2.

❖ **Stage 2 – Technical Evaluation (Page No. 28, clause no. 3.1)**

After the pre- qualification criteria, bidders should meet minimum qualification criteria in technical evaluation for qualified for financial bid opening.

❖ **Stage3 – Opening of Financial proposal (Online):**

The Bidders(s) shall submit their detailed technical and financial proposals and qualify for undertaking the project as set out in this tender document. This qualification assessment would be through a Lowest Cost Offered (L1) process as described in this tender document.

## SARDAR SAROVAR NARMADA NIGAM LIMITED

### SECTION – 4: TECHNICAL PROPOSAL

Refer to the Data Sheet for format of Technical Proposal to be submitted, and Section 2 of the TENDER for Standard Forms required and number of pages recommended.

- Form TECH-1. Technical Proposal Submission Form
- Form TECH-2. Applicant's Organization and Experience
  - A. Applicant's Organization
  - B. Financial Capacity of the applicant
  - C. Statement of Legal Capacity
  - D. Applicant's experience in Eligible Projects
- Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the SSNNL
  - A. On the Terms of Reference
  - B. On Counterpart Staff and Facilities
- Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment
- Form TECH-5. Team Composition and Task Assignments
- Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff
- Form TECH-7. Work Schedule
- Form TECH-8. Format for Power of Attorney for Authorized Signatory
- All Annexure formats

**FORM TECH-1: TECHNICAL PROPOSAL SUBMISSIONFORM**

(On the letterhead of the Applicant i.e. sole Applicant or lead member of the applicant)

[Location, Date]

To:

Mr.

**Subject: Selection of Bidder(s) for Work of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. .**

Dear Sir,

With reference to your Request for Proposal dated, I/we, having examined all relevant documents and understood their contents, hereby submits our Technical and Financial Proposal for Selection of Bidder(s) for Work of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. . We state that our proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals. This statement is made for the express purpose of appointment as the Bidder(s) for the aforesaid Assignment.
2. I/We shall make available to the SSNNL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. I/We acknowledge the right of the SSNNL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. I/We declare that:
  - a. I/We have examined and have no reservations to the TENDER Documents, including any Addendum issued by the SSNNL;
  - b. I/We do not have any conflict of interest in accordance with the prescriptions in the TENDER Document;
  - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt

practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in TENDER document, in respect of any tender or request for proposal issued by or any agreement entered into with the SSNNL or any other public sector enterprise or any government, Central or State; and

d.I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the TENDER, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

6.I/We understand that you may cancel the Public Procurement Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder(s), without incurring any liability to the Applicant in accordance with the TENDER document.

7.I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse order passed by a regulatory SSNNL which would cast a doubt on our ability to undertake the Assignment or which relates to a grave offence that outrages the moral sense of the community.

8.I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

9.I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.

10.I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SSNNL [and/ or the Government of India] in connection with the selection of Bidder(s) or in connection with the Public Procurement Process itself in respect of the above mentioned Project.

11.I/We agree and understand that the proposal is subject to the provisions of the TENDER document. In no case, shall I/we have any claim or right of whatsoever nature if the Assignment is not awarded to me/us or our proposal is not opened or rejected.

12.I/We agree to keep this offer valid for 180 (One Hundred Eighty Days) days from the Proposal Due Date specified in the TENDER.

13.A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

14.In the event of my/our firm/ consortium being selected as the Bidder(s), I/we agree to enter into an Agreement in accordance with the form which shall be provided by Client. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

15.I/We have studied TENDER and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the TENDER, we shall have no claim, right or title arising out of any documents or information provided to us by the SSNNL or in respect of any matter arising out of or concerning or relating to the Public Procurement Process including the award of works.



- 16.The Financial Proposal is being submitted in online. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
- 17.I/We agree and undertake to abide by all the terms and conditions of the TENDER Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the TENDER Document.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm: Address:

**FORM TECH-2: APPLICANT'S ORGANISATION AND EXPERIENCE****A.Applicant's Organization****a.Title of Project:**

**"Selection of Bidder(s) for Work of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. "**

State the Status of the Applicant's Organization namely Public Limited Company/ Private Limited Company/ Partnership Firm/ Proprietary Firm, etc.

**b.State the following:**

- Name of Company or Firm:
- Country of incorporation:
- Registered address:
- Year of Incorporation:
- Year of commencement of business:
- Principal place of business:
- Brief description of the Company including details of its main lines of business

**c.Details of authorized signatory of the Applicant:**

- Name:
- Designation:
- Company:
- Address:
- Phone No.:
- Fax No.:
- E-mail address:

**b. Financial Capacity of the Applicant**

S. No.	Financial Year	Annual Turn Over
1.	2018-19	
2.	2017-18	
3.	2016-17	
4.	2015-16	
5.	2014-15	

**C. Statement of Legal Capacity**

(To be forwarded on the letter head of the applicant or lead member of the applicant in case of consortium)

Ref.

Date:

Dear Sir,

I/We hereby confirm that we, the applicant satisfies the terms and conditions laid down in the Tender document.

I/We hereby declare that M/s (insert applicant's name) will act as Bidder(s) by ourselves and we will not associate with any other Applicant for the purpose of the subject assignment except with prior approval of SSNNL.

I/We have agreed that, (insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

**d. Applicant's Experience in Eligible Projects:**

S. No	Name of Project & Location	Name of Client with address and contact numbers	Date of Award of assignment	Date of completion of assignment	Estimated capital cost of Project (in ₹ Crore)	Period of O&M provided for the Project	Description of Service provided by the Applicant
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							

# The Applicant should provide details of only those projects that have been completed and the Applicant has more 26% stake in the total fee received in case executed in partnership/ joint venture/ consortium.

Certificate from the Statutory Auditor

This is to certify that the information contained in Column 7 and 8 above is correct as per the accounts of the applicant and/ or the clients.

Name of the audit firm: Seal of the audit firm Date:

(Signature, name and designation of the authorized signatory)

In case the Applicant does not have a statutory auditor, it shall provide the certificate from its Chartered Accountant that ordinarily audits the annual accounts of the applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant

experience of the Applicant

OR

Certificate from the Client In addition to the certificate from statutory auditor, Applicant should provide a certificate from the client providing following details:

- a.Name of the project
- b.Location of the project
- c.Start date
- d.Completion date
- e.Total cost of the project
- f.Fee paid for the Applicant
- g.Description of works undertaken by the Applicant

Note: An assignment shall be considered complete where the scope of work of the Applicant has been completed.

**FORM TECH-3: COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE  
AND ON CONTERPART STAFF AND FACILITES TO BEPROVIDED BY THE SSNNL**

**A. On the Terms of Reference**

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

## FORM TECH-4: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a. Technical Approach and Methodology: In this chapter you should explain your understanding of the objectives of the assignment, approach, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b. Work Plan: In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, installation understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-7.
- c. Organization and Staffing: In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

**FORM TECH-5: TEAM COMPOSITION & TASK ASSIGNMENTS**

Professional Staff				
Name of Staff	Firm employed with	Area of Expertise	Position Assigned	Task Assigned

## FORM TECH-6: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: [only one candidate shall be nominated for each position]:

Name of Firm [Insert name of firm proposing the staff]:

Name of Staff [Insert full name]:

Date of Birth:

Nationality:

Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

Membership of Professional Associations:

Other Training [Indicate significant training since degrees under 5 - Education were obtained]:

Countries of Work Experience: [List countries where staff has worked in the last ten years]:

Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer: Positions held:

Detailed Task Assigned Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
<p>[List all task to be performed under this assignment]</p> <p>[Among the assignments in which the staff involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project:</p> <p>Year:</p> <p>Location:</p> <p>Client:</p> <p>Main Project features:</p> <p>Position held:</p> <p>Activities performed:</p>

Certification:



I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date:

Full name of authorized representative:

N1 refers to estimated duration of the Assignment

**FORM TECH-8: POWER ATTORNEY FOR AUTHORISED SIGNATORY**

(On a Stamp Paper of not less than ₹ 100/-)

**POWER OF ATTORNEY**

We..... (name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. .... (name and address of residence) who is presently employed with us and holding the position of..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for Selection of Bidder(s) for Design, Supply, Installation, Testing & Commissioning of Permanent Façade Illumination on Sardar Sarovar Dam at Kevadia, Gujarat

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Applicant.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
4. In case the Proposal is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

## SARDAR SAROVAR NARMADA NIGAM LIMITED

### SARDAR SAROVAR NARMADA NIGAM LIMITED

#### SECTION-5: FINANCIAL PROPOSAL

1. The Financial Proposal shall be prepared using the attached Standard Forms. The Financial Quote shall be submitted strictly exclusive of GST. However, The financial quote shall be inclusive of all other taxes except GST.
2. The financial quote shall be submitted only in the soft copy, online at [www.nprocure.com](http://www.nprocure.com) & [www.sardarsarovardam.org](http://www.sardarsarovardam.org) by the PDD mentioned in the datasheet.
3. Taxes: Excluding of GST. However, The financial quote shall be inclusive of all other taxes except GST.
4. The Applicant shall take into account that 10% of the total quoted value shall be retained by SSNNL towards Performance Security Deposit and the same shall be released to the bidder as stated in 1.11 Performance Security in Section – 7: General Conditions of Contract
5. Applicant shall express the price of their services in terms of Lumpsum Figure in ₹ exclusive of GST. However, The financial quote shall be inclusive of all other taxes except GST.
6. SSNNL shall not allow payment of any commissions and gratuities under this assignment.
7. While submitting the Financial Proposal, the Applicants shall ensure the following:
  - a. All the costs associated with the assignment shall be included in the Financial Proposal Excluding GST tax. However, The financial quote shall be inclusive of all other taxes except GST.
  - b. The financial quote indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.
  - c. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - d. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
8. Terms of Payment:

Payments will be made on the basis of progress percentage of total project cost as per the schedule. The bidder shall quote their rates for Work of Design, Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia, Gujarat. The overall tendered amount shall be payable as per break up mentioned below: -

  - i. For Supply, Installation, Testing and commissioning-----85% total work order amount (Say X).
  - ii. Comprehensive Operation and Maintenance of 3 years-----15% of tendered amount (Say Y).

The payment for SITC shall be made in stages on the basis of proportion at completion of work as indicated below:

Stage	Payment Stage	Payment Schedule
1	After the submission & approval of technical specification, planning drawing along with detailed BOQ.	10% of X
2	On supplying material at site and on submission of material Verification certificate by SSNNL/Consultant	60% of X
3	On successful installation against the demo approval on trial And completion certificate by SSNNL/Consultant	10% of X
4	On Commissioning and successful trial run of three months or till prescribed parameters are attained, whichever is later And after verification certificate by SSNNL/Consultant	10% of X
5	After One Year from date after the successful trial run for a period of 3 months or till prescribed parameters are attained, whichever is later.	10% of X
6	After successful completion 1st Year from DLP Period in four equal instalments	50% of Y
7	After successful completion 2nd Year from DLP Period in four equal instalments	50% of Y

## SARDAR SAROVAR NARMADA NIGAM LIMITED

### SARDAR SAROVAR NARMADA NIGAM LIMITED

#### SECTION - 6: TERMS OF REFERENCE

6.1 Introduction of Location/ Project Site (All bidders are instructed to have personal site visit before keeping proposal for the same)

##### Sardar Sarovar Dam



The Sardar Sarovar Dam is a gravity dam on the Narmada river near Navagam, Gujarat in India. Four Indian states, Gujarat, Madhya Pradesh, Maharashtra and Rajasthan, receive water and electricity supplied from the dam. The foundation stone of the project was laid out by Prime Minister Jawaharlal Nehru on 5 April 1961. The project took form in 1979 as part of a development scheme funded by the World Bank through their International Bank for Reconstruction and Development, to increase irrigation and produce hydroelectricity,



using a loan of US\$ 200 million.[3] The construction for dam begun in 1987, but the project was stalled by the Supreme Court of India in 1995 in the backdrop of Narmada Bachao Andolan over concerns of displacement of people. In 2000-01 the project was revived but with a lower height of 110.64 metres under directions from SC, which was later

increased in 2006 to 121.92 meters and 138.98 meters in 2017.

## 6.2 GENERAL SCOPE OF WORK

The General Scope of Work of the Project for the Bidder includes the following major components:

- a) Creation of concept towards the latest smart façade lighting at Sardar Sarovar Dam in Kevadia, Gujarat.

The main beautification of Sardar Sarovar dam at Kevadia includes: -

- Design and details for illuminating dam with using IP65 different luminaires as per BOQ with thematic RGB/W LED Facade Lighting.

## 6.2 MODIFICATIONS/ ALTERATIONS

After the soft commissioned, the same will be reviewed by the Steering Committee, if the Steering Committee feels that lighting visuals need to be modified for reasons like proper synchronization, theme base etc., the same need to be incorporated without any extra cost before the project is finally commissioned and handed over to the SSNNL.

The Permanent power supply source required for the projects shall be arranged by the SSNNL, as per the design requirement given by the successful Bidder. The supply point shall be located in the Control Room/s of the project/s. . However, the Bidder shall arrange the power connection required for construction/installation purposes at his own cost & risk. In case the successful bidder needs alternative power supply to cover the power failures it shall be arranged by the bidder at his own cost.

## 6.3 Scope of Work

### A. Scope of work for SITC: -

1. The bidders has to supply, installation, testing and commissioning of all new equipment (as per list of equipment provided and general arrangement shown in BOQ Vol II) of reputed brands with advanced high efficiency essential for the illumination of beautifying of Sardar Sarovar Dam for SITC with simulation of lighting effects with effective and enhanced formations and effects for 3 years from the date of successive inauguration after issue of certificate of operational acceptance by SSNNL.
2. The Bidders shall submit 'as built drawings' pertaining to the project to the SSNNL.
3. Agency visit the site & check existing light intensity with SSNNL officer (If require) and minimum archive with the new installation
4. The Bidders shall also submit to SSNNL the O&M manual and guarantee cards of all the equipment installed for the project.
5. The Bidders has the liberty to conceive the project at their own ideas that shall match with the international standards. They must visit the site for better understanding.
6. The Bidders should provide details of the hardware/ equipment's to be provided in an elaborate

- manner (description, type and make, location already installed)
7. The scope also includes preparation of new concept and theme as per the festivals.
  8. The shows shall be organized as per the instructions of SSNNL and also special shows on the occasions of the Government ceremonies if required.
  9. The Bidders shall be responsible for running of project and in case shows are not run during any day due to reasons attributable to the Bidders, the penalty charges will be affected as per the special conditions of the contract.
  10. The Bidders shall obtain relevant insurances suitable for the equipment and O & M as against any damage/theft during the shows and also follow up action with insurance agencies making claims on behalf of SSNNL in case of damages, etc.
  11. The Contractor shall have to submit test certificates from the manufacturer.
  12. Materials supplied under orders shall be new and of first quality according to the specifications and shall be free from defects (Including concealed fault, deficiency in design, material and workmanship.)
  13. Whenever number reference is given it should be considered to latest.
  14. Language of Tender: - Tenders shall be submitted in English, and all information in the tender shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a tender. Only English text shall be governing
  15. Delivery: - Delivery should be as per the given data sheet submitted by bidders.
  16. The permanent power supply required for the projects shall be arranged by the SSNNL, as per the design requirement given by the successful bidders. The supply point shall be located in the Control Room/s of the project/s. In case the successful bidders need alternative power supply to cover the power failures it shall be arranged by the bidders at his own cost.
  17. Key Technical Requirement of Project:
    - A.1. Attractive lights effects with simulations.
    - A.2. RGBWLED lights.
    - A.3. Required DMX controllers for simulation.
    - A.4. Required electrical cabling along with accessories etc
  18. Listed BOQ in the tender (Vol- II) are as per design philosophy and guideline. The qty. mentioned is bare minimum & agency should consider the same as per tender terms and conditions and according to all items/equipment placement precisely shown during execution. If anything, extra/excess needed as per the requirements of SSNNL then bidder has to mandatory Supply Installation, Testing & Commissioning of decorative light and other electrical item should be execute by bidders
  19. Bidders have to arrange for anti-theft system.



20. The prices filled in should be inclusive of all applicable taxes, levies, transportation & other unforeseen charges excluding GST.
21. For dynamic colour changes and various colour scheme if better system other than DMX who like to offer by the bidders shall be accepted.
22. Agency have to sign and stamp on Tender and submitted document.
23. Safety Clause:

It will be in scope and responsibility of the contractor/agency who is selected for the work of beautification of Sardar Sarovar Dam along with the O&M for 3 years.

The agency will be responsible for any kind of fatal/non-fatal accident that might occur on site during execution of the SITC work & during the O&M of 3 years.

The contractor shall have to take all necessary steps and precautions to safe guard the lives of the men working on site as well as any third-party person and any of the citizen of the city.

24. However, on receiving the work order and upon commencement of work in any of such fatal/non-fatal accident occur on site due to electrocution or any of the reason, then it will entire responsibility of the contractor to deal with any of the legal proceedings which may arise, including police case, Court case, compensation, insurance to the settle the matter. SSNNL will not be responsible for any of such incidence which arises during the entire work, (including SITC and Comprehensive O&M work) after the commencement of the work.

25. All types of approvals, NOCs and insurances related to the safety & structure shall have to be obtained in written from Electrical Inspector office & SSNNL and after the receipt of the approvals, contractor shall start the work with prior intimation to the SSNNL Engineer.

26. All liasoning works with local DISCOM, Electrical Inspector to procure Electrical Power and any related approvals is in the scope of successful Bidders. During execution, the Construction Power on site will be arrange by agency.

27. During the execution agency must use barricading & all safety precaution and equipment.

28. Agency must recruit qualified and related field experienced local engineer for supervision of all the work, and also arrange for a local office in Ahmedabad.

29. Contractor shall have to store minimum 10% of required spares driver and luminaries, in a nearby area in Ahmedabad which will be verified by SSNNL engineer and PMC randomly.

30. In case of Power failure for more than 24 hours,

**Case I –** If power failure arises by SSNNL/Local DISCOM, then agency shall have to arrange for temporary DG and SSNNL shall pay according to the norms.

**Case II-** If Power failure arises due to any fault or any other reason from agency side, and illumination is not done, then penalty will be applicable to agency as per SSNNL norms.

31. Penalty SITC: if SITC work not completed as per the completion period mention in tender, then penalty will be imposed 0.2% of contract value per day of delay, subject to maximum of 10% of the total contract value for remaining SITC work.
32. If on the bill achieving maximum penalty, then SSNNL shall have the right to carry out / complete the work by another agency at the risk & cost of Original Contractor, and the same amount shall be confiscated from the original Contractor's bill.
33. In any case of theft of any of the device, the agency shall have to inform the same to SSNNL engineers and consultant, and resolve the things within 24 hrs. In such case no change or modification on lower side will be accepted, during the entire contract period of 5 years.
34. Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the SSNNL and the Contractor. The Contractor, subject to this Contract, has complete charge of personnel and Sub-Contractors, if any, performing the works and shall be fully responsible for the works performed by them or on their behalf hereunder.
35. Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Law of India and the State of Gujarat.
36. Language: This Contract has been executed in the language specified in the tender, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.
37. During the SITC Work, it will be in the scope and responsibility of the Contractor to re-instate the civil structure if any damage is done during execution.
38. APPROVALS: The Successful Applicant shall submit all drawings, documents, applications through the committees and pursuing with concerned authorities for approval layouts, control room, electricity load etc. The concept offered by the Applicant(s) shall be with full consideration of the site conditions. But the plans have to be modified wherever required as per the requirements of SSNNL & concerned authorities. The Applicant shall be responsible for getting required approvals from the concerned authorities within a period of 15 days from issuance of the Work Order by SSNNL.
39. SSNNL shall provide single point source of electric supply. Thereafter, distribution of electric supply as per requirement shall be in the scope of bidder.

**B. Scope of work during the Three years Comprehensive O&M period: -**

1. On Successful Completion of Supply, Installation, testing & Commissioning work as per the Tender, it will be in the scope and responsibility of the Contractor to get the entire

Installation and Commissioning Work verified and Certified by the PMC/ Consultant, and same has to be informed to SSNNL in Written.

2. Comprehensive O&M will start from the date of certification of Completion of SITC Work by Consultant/PMC.
3. The Successful Contractor, shall be responsible for the procurement of all the necessary original spare parts for the entire Installation done by him during the entire period of O & M of 3 years, from the Original Equipment Manufacturers.
4. Contractor shall have to carry out routine preventive maintenance and repairing during the Comprehensive O&M period of 3 years.
5. The Contractor shall have to arrange and deploy necessary men power & trained personnel, with required qualification and experience as specified in the tender.
6. These personals shall be responsible for Operation of each and every equipment's installed in Sardar Sarovar Dam premises. For that, necessary staff shall be made available at least before 16.00 hrs. every day.
7. All Installations has to be Operated for Minimum 4-hrs every day, and it may vary as per the requirement of the Show and SSNNL.
8. In the event of any Breakdown, the Contractor shall have to arrange for more necessary technical experts and other required staff in order to resume the system.
9. Any repairs are to be attended on top priority for effective show without any compromise on the performance of the illumination.
10. It is mandatory for the Contractor to prepare detailed Electrical Drawings of the Entire Installation indicating Cabling Work of Lighting Luminaires, DMX Controllers, Connectors, Decoders, encoders, Splitters etc.
11. Bidders have to arrange minimum 3 people for management during the O&M as per following table at site will be as per approval of Authority. Contractor shall deploy personnel as required by the Project to ensure completion of the work in accordance with the contract. All the manpower proposed for the project shall be supported by relevant CV's approved by SSNNL/ PMC.

Post & Qualification	Nos.
Project Manager/Supervisor with degree/diploma in Electrical or Electronics Engineering with 3 years of experience in similar works.	1
Technician (electrician/Wireman) with ITI certification in Electrical or Electronics Engineering with 3 years of experience in similar works.	1
Helper with 2 years of experience in similar works	1

12. Penalty for O&M, after commissioning and on the commencement of the O&M work, if the decorative lighting remains in non-working condition for more than 24 hrs, then penalty Rs. 5000/- per day to up to maximum ceiling of Rs. 50,000/- per month will be applicable.
13. If after 3 year of O&M period completed SSNNL may be extent minimum 1 year then bidders have to ready to do the work as per the last year (3<sup>rd</sup>Year) O&M payment condition.
14. Operation and Maintenance: Before the Works are taken over Contractor shall supply operation and maintenance manuals with drawings of the Works as built. These shall be in such detail will enable the SSNNL to operate, maintain, adjust and repair all parts of the Works. The manuals and drawings shall be in the ruling language, and in such form and three numbers as stated in the Contract. Unless otherwise agreed, the Works shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to SSNNL.
15. The manpower specified here with are to be deployed for routine normal days However, additional manpower required at site shall be provided for any major event/festivals/Gov. functionetc., as & when required by SSNNL at no additional cost.
16. For breakdown repairing more require parsons are to be deployed at site
17. The Applicant shall include all required spares, consumables, tools and equipment's required during O & M operations.
18. The Applicant shall complete the O & M successfully for 3 years and shall handover all the equipment's installed in good working condition to SSNNL for closure of the contract.
19. All equipment's shall be covered under OEM guarantee for a period of 3 years from after DLP period.

#### 6.4 Ownership of the proposal

All proposals submitted in response to this TENDER shall become the property of the SSNNL regardless of the rejection/acceptance of any proposal

#### 6.5 Proprietary information

Any information considered as a legitimate trade secret or non-published financial information must be clearly marked in the Proposal and will be treated as such in accordance with the laws of the State of Gujarat and the Government of India. A proposal that is entirely marked as confidential will be Rejected.

#### 6.8 Code of ethics

The applicants must ascertain that there is no conflict of interest or violation of ethics. if they are

awarded the contract for these works. The Applicants also pledge that all information included in their proposal are accurate and correct to the best of their knowledge. Any falsification of facts or deceiving information may be grounds for rejection.

## 6.9 Contract award

The SSNNL reserves the right to contract for all or a partial list of services offered in the proposal. The TENDER and the Applicant's proposal will become part of the contract between the Client and the Bidder(s).

If the Bidder(s) fails to execute a contract with the Client within 8 workingdays, the Client may elect to cancel the selection and award to the next highest-ranking applicant.

## 6.10 Terms of Payment:

Payments will be made on the basis of progress percentage of total project cost as per the schedule. The overall tendered amount shall be payable as per break up mentioned below:

-

- i. For Supply, Installation, Testing and commissioning-----85% total work order amount (Say X).
- ii. Comprehensive Operation and Maintenance of 3 years-----15% of tendered amount (Say Y).

The payment for SITC shall be made in stages on the basis of proportion at completion of work as indicated below:

The bidder shall quote their rates for Permanent, supply, installation, testing and commissioning and completion of work as certified by Engineer-in-charge. The overall tendered amount shall be payable as per break up mentioned below: -

Stage	Payment Stage	Payment Schedule
1	After the submission & approval of technical specification, planning drawing along with detailed BOQ.	10% of X
2	On supplying material at site and on submission of material Verification certificate by SSNNL/Consultant	60% of X
3	On successful installation against the demo approval on trial And completion certificate by SSNNL/Consultant	10% of X
4	On Commissioning and successful trial run of three months or till prescribed parameters are attained, whichever is later And after verification certificate by SSNNL/Consultant	10% of X
5	After One Year from date after the successful trial run for a period of 3 months or till prescribed parameters are attained, whichever is later.	10% of X
6	After successful completion 1st Year from DLP Period in four equal instalments	50% of Y
7	After successful completion 2nd Year from DLP Period in four equal instalments	50% of Y

## 6.11 Variation of Quantities and Extra Items

The Engineer in Charge shall have power to make any alterations in the original specifications, drawings, designs and issue instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing and signed by the Engineer in Charge and such alteration shall not invalidate the contract and additional work which the Contractor may be directed to do in the manner specified as part of the work shall be carried out by the

Contractor on the same conditions in all respects on which he agreed to do the work and rate as specified below. The quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being less than those entered in the tender.

#### 6.11.1 VARIATION IN SCHEDULE OF QUANTITIES

##### 6.11.1.1 INCREASE IN QUANTITIES

(a) If the quantity for any individual item increases by a quantity limited to 30 % of tender quantity, such quantity shall be executed only after written approval of the Engineer in Charge and paid at tendered rate with price adjustment, if applicable.

“The contractor shall not undertake any excess beyond 30% / extra work without written orders from the Engineer in Charge and any violations to this shall lead to nonpayment to the contractor.”

(b) No payment shall be entertained for excess quantity, if any, beyond the 30% of the tendered quantity (that means total 130% of the tendered quantity) until such executed quantity and the rates thereof are correctly derived afresh with mutual agreement and approved by the competent authority of SSNNL.

##### 6.11.1.2 DECREASE IN QUANTITY

If the quantity for any individual item decreases by more than 30% of tender quantity, such quantity i.e. executed quantity shall be paid at tendered rate with price escalation, if applicable.

#### 6.11.2 EXTRA ITEM

Extra item of work shall not vitiate the contract. The contractor shall be bound to execute extra items of work as directed by Engineer-in-Charge. No payment shall be entertained for extra item until such executed quantity and the rates thereon are correctly derived and approved by the authority at Nigam.

**ANNEXURE – 1: LIST OF EQUIPMENTS**

(All bidders are instructed to have personal site visit before keeping proposal for the same)

**List of Equipment**

Following list of equipment is not restrictive and developer may add/ replace equipment as per concept and approved by SSNNL.

Sr. No.	Product Specifications	UOM	Quantity
1	Supply of 440 W Moving Head Light with high quality circuit design for stable and reliable performance, Voltage: AC110V-230V 50-60Hz, Light Source: CREE /OSRAM / SAMSUNG / NICHIA / SEOUL / LUMILEDS/PHILIPS,440W High Brightness Light Bulb, Light source life: 2000 hours, Color system: imported high temperature resistant color film, 14 colors+ white, half color, can change rainbow effect, Pattern system: 17 fixed patterns +white light, Focusing system: Double thick stepping motor, electronic focusing, Atomization system: high temperature resistant atomizing film can make, this lamp have dyeing effect, Linear dimming curve: 0%-100% linear dimming, Light beam: large or small, can be customized according to customer requirements., Prism System: 16 Prisms, Rotatable, Macro Function, 16 Beams, Display: LCD display Horizontal/Vertical: Horizontal, vertical use of custom three-phase motor, horizontal can do 540 rotation, vertical can be done 210 ° rotation, speed is fast and smooth, the lamp set intelligent photoelectric reset correction system, accidental misoperation, but also can automatically reply original position., cooling system: The CFD software is used to analyze and calculate the heat flux of the lamps, and a low-noise heat dissipation system is designed. The lamp head uses an imported thick eddy-current fan and blows the bulb to dissipate heat. It uses an imported 8 8 dc fan and a heat-dissipating light bulb system. The lamp head adopts an imported 12*12 DC fan to circulate the internal heat of the lamp. The temperature is tested completely at 40 degrees ambient temperature (light bulb temperature requirement 380°, actual temperatures 300°). The base uses two 6'6 inlet DC fans to directly blow the power and bulb lighters, IP65 protection rating, Power Efficiency: >85%, Operating Temperature: +5°C to +55°C, Operating Humidity: 10%-90%,	Nos	32
2	Supply of 1000 W, 4-IN-1 LEDS, RGBW Washer Light, 16.7 million of colour by mixing suitable for façade lighting surface monument luminaire for outdoor application. Light Source: CREE /OSRAM / SAMSUNG / NICHIA / SEOUL / LUMILEDS/PHILIPS, Specific high efficiency optic lens and Aluminum die casting, 50,000 hours life span and lower power consumption, Controllable manually for TILT angle adjustment Luminaire optic consists of highly efficient, UV and temperature-resistant lens systems. Symmetric distribution., Housing: Die-cast aluminum Color: Black Environment: IP65 IP POWER Socket, IP DMX XLR. The luminaire should be provided with Electrical safety class I. Power Efficiency : >85%, Operating Temperature : +5°C to +55°C, Operating Humidity : 10%-90%, Housing to have adjustable base bracket for angle adjustment so that the light direction can be adjusted to illuminate desired structural elements, Smooth LED dimming, LED rainbow effect, Macro effect, Strobe effect,	Nos	120

Sr. No.	Product Specifications	UOM	Quantity
	with 25 flashes per second and pulse effect and General dimming and blackout for all four colors, 4/6/9 DMX channels UNISTT DMX512, master-slave and sound activated controllable or auto operation LED display with 4 control buttons IP65 power cables IN/OUT, IP 65 DMX cables, Noise free efficient aluminum cooling system, Dual handle for easy taking, IP65 protection rating.		
3	Supply of DMX Controller System with Standalone interfaces, Input connector: Built in UPS battery backup 8 physical DMX outputs, up to 16 over ArtNet or sACN - 8192 channels Supports Titan Network Processors for DMX expansion up to 64 universes, Dual Ethernet port, Direct SMPTE in, Connectivity with Sapphire Touch Wing Dedicated theatre cue stack control, Huge programming surface – capacity for 2 external touch screens 20 programmable macro buttons, Screen articulation, MIDI In Out and Through, Trigger Inputs, 45 motorized, automated master playbacks, Massive, vibrant 15.6" widescreen programming windows Fast, live and hands on attribute controls, Unique Tricolour illuminated tracker ball with Z axis control to give fast control of distance related attributes - zoom, iris and focus, The luminaire should be provided with Electrical safety class I. Power Efficiency : >85%, Operating Temperature : +5°C to +55°C, Operating Humidity : 10%-90%	Nos	4
4	Supply of Signal Amplifier, should be specially design for signal amplification for DMX Master controller signal which attenuated after a long-distance transmission, realize extending the signal transmission distance. Increase DMX Signal amplifier to distribute multi-channel control. should have Photo-electricity insulation of 1KV between input and output terminal, should operate on 12-24V DC. Working temperature (+5 °C to 55 Deg Cel),	Nos	24
5	SITC of Ethernet Wi-Fi router with switcher (As per site requirement)	Nos	1
6	SITC of IP 65/ IP 67 Main panel (Quantity – 1 nos) near transformer or source, SITC and Laying of XLPE FRLS power Cables and control cable with cable tray / conduit for RGBW Luminaires, Supply and Laying of CAT6 for DMX Controller System, Installation, testing & commissioning of RGBW Lights with necessary mounting arrangement, Feeder Panel, Weatherproof Junction Boxes for DMX Components with necessary mounting arrangements, DMX Software & Programming for required Facade Lighting Themes and other electrical components as per site requirement, electrical item make as per approval in SSNNL. As per site requirement	Job	1
7	SITC of Distribution Board IP 65/ IP 67 415v to 12 x 16A, 3 x 32A 230v Outlets, 1 x 125A 4 pole isolator switch 3 x 30mA RCD (6 x 16A sockets per RCD & 3 x 32A / RCD), ELCB per phase (30mA/100mA), 1 x C Type MCB per socket, 3 x Neon to show 'Power On' (1 per phase) and with proper chemical earthing. As per site requirement	Nos	30

**Note:**

- 1) Quantity indicated above is tentative.
- 2) The rate quoted by the bidder shall be exclusive of GST. GST amount shall be reimbursed by SSNNL after submission of statutory certified documents/ tax invoices by the Bidder. However, The financial quote shall be inclusive of all other taxes except GST.



- 3) Items indicated on Sr. no.: 5,6,7 are on lumpsum basis only. Bidder has to visit the sites and has to supply and install the quantity as per actual requirements approved by SSNNL / Consultant. No extra or excess item will be entertained for these items.
- 4) The Sardar Sarovar Dam decorative lighting shall be as per effect and theme should be similar according to present temporary lighting. Bidder has to visit at site for seeing the existing temporary decorative before 31/10/2019.
- 5) **List of Preferred Makes of Material:**

Sl. No.	Brief Description of Material	Name of Approved Makes
1	Aluminum/ copper power cable & wires	KEI/ Havells/ Polycab
2	/MCCB/MCB/ELCB	Schneider Electric/ Legrand/Hager/ L&T/ABB (Elegance)/ Siemens
3	Gland/Lug	3D/HMI/comet
4	Distribution Box	C&S/ Havells/ ABB/ Hensel/ Syntex
5	Wi-Fi Router	Cisco/D-Link
6	Other Electrical Item	As per approval in SSNNL

**SARDAR SAROVAR NARMADA NIGAM LIMITED**

**AGREEMENT**

This AGREEMENT is entered into on this the.....Day of..... (Month).....(year) at Gandhinagar.

BETWEEN

The Sardar Sarovar Narmada Nigam Limited (SSNNL) having its office at 1<sup>st</sup>Floor, block no 12, Sachivalay Bhavan, Gandhinagar(hereinafter referred to as the “SSNNL”), which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of the FIRST PART,

AND

M/s.....Limited, a Company incorporated under the Companies Act, 1956 having its office.....at.....,(hereinafter referred to as the “Bidder(s)” which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of OTHER PART,

WHEREAS,

- A. The SSNNL had decided to select the Bidders through a competitive bidding process for the Selection of Bidder(s) for Work of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. **in** accordance with the terms and conditions set forth in the Contract Agreement.
- B. With an objective to seek private sector participation in the development of the aforesaid Project, the SSNNL had invited competitive Proposals/ Bids from interested parties by its Tender Notice No.....dated..... (the “TENDER Notice”) for Selection of Bidder(s) for Work of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. on the terms and conditions contained in the Request for Proposal (TENDER) document.
- C. The SSNNL had prescribed the technical and commercial criteria, and invited Proposals from bidders pursuant to the Tender Notice for Selection of Bidder(s)Work of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. .
- D. In response to the Request for Proposal document, the SSNNL has received Proposals from various Bidders.
- E. After evaluation of the Bids received, the Confirming Authority had accepted the Bid of the Individual bidder ..... issued its Letter of Award No.....dated.....(hereinafter called the “LOA”) to the [Individual company] requiring, inter alia, the execution of this Contract Agreement within 70 days of the date of issue thereof.

F. The SSNNL acknowledges that as on this day, the Bidder(s) has:

- A. Submitted an unconditional and irrevocable Bank Guarantee for a value of ₹.....(Rupees .....only) as Performance Security for the contract Period as per the conditions specified in TENDER.
- B. In pursuance to the above, the SSNNL is executing the Agreement to grant the project to the Bidder(s) to develop, design, engineer, finance, construct, market, operate & maintain and manage the above-mentioned Project and its allied facilities at Gujarat, in accordance with terms, conditions and covenants hereinafter set forth.

NOW THEREFORE, in view of the offer, mutual promises and consideration set out herein, the SSNNL and the Bidder(s) (each individually a "Party" hereto, and collectively the "Parties") hereby agree to be bound by the provisions of this Agreement.

IN WITNESS whereof the Parties have executed and delivered this Agreement as of the date first above

Written.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of the SSNNL by:

For and on behalf of Bidder(s) by

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

In the presence of:

1.

2.

**SARDAR SAROVAR NARMADA NIGAM LIMITED**

**SECTION – 7: GENERAL CONDITIONS OF CONTRACT**

## 1. General Provision

### Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- i. “Applicable Law” means the laws and any other instruments having the force of law in India and the State of Gujarat as applicable from time to time during the period of contract.
- ii. “SSNNL” means SARDAR SAROVAR NARMADA NIGAM LIMITED
- iii. “Contract” means the Contract signed by the Parties to which the General Conditions (GC) are attached with any attachments listed in the Special Conditions (SC) as provided in Section 7&8.
- iv. “Commencement Date” means the date specified in the Special Conditions as the date for commencement of the Works.
- v. “Conditions” means these Conditions of Contract, General and Special.
- vi. “Contract Agreement” means document recording the terms of the Contract between the Employer and the Bidder(s).
- vii. “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Bidder(s) for the execution of the Works.
- viii. “Bidder(s)” means the person whose tender has been accepted by the Employer and the legal successors in the title to the Bidder(s) but not (except with the consent of the Employer) any assignee of the Bidder(s).
- ix. “Bidder(s)’s Equipment” means all appliances or things of whatsoever nature required for the purposes of the Works but does not include Plant
- x. “Data Sheet” means such part of the Instructions to Applicants used to reflect specific country and assignment conditions.
- xi. “Day” means calendar day
- xii. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- xiii. “Foreign Currency” means any currency other than the currency of the Indian.
- xiv. “GC” means General Conditions of Contract.

- xv. “Government” means the Government of Gujarat, India.
- xvi. “Local Currency” means the currency of the SSNNL’s country.
- xvii. “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- xviii. “Party” means the SSNNL or the Bidder(s), as the case may be, and “Parties” means both of them.
- xix. “Personnel” means professional and support staff provided by the Bidder(s) or by any Sub- Bidder(s)s and assigned to perform the works or any part thereof; “Foreign Personnel” means such professional and support staff who at the time of being so provided had their domicile outside the beneficiary's country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the beneficiary’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- xx. “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- xxi. Sub-Bidder(s)s: means any person or entity to whom/which the Bidder(s) subcontracts any part of the works.
- xxii. “Third Party” means any person or entity other than the Government, the SSNNL, the Bidder(s) or a Sub-Bidder(s).
- xxiii. “Total Project Cost” is equal to the total agreed fees payable to the Bidder(s) for providing the works, pursuant to this contract
- xxiv. “In writing” means communicated in written form with proof of receipt.
- xxv. Defects Liability Certificate” means the certificate to be issued by the Employer to the Bidder(s) in accordance with Sub-Clause 11.4.
- xxvi. “Defects Liability Period” means 12 months following taking over, during which the Bidder(s) is responsible for making good defects and damage in accordance with Clause 11.
- xxvii. “Employer” means the client and the legal successors in title to the Employer and any assignee of the Employer.
- xxviii. “Letter of Acceptance” means the formal acceptance by the Employer of the Tender incorporating any adjustments or variations to the Tender agreed between the Employer and Bidder(s).
- xxix. “Performance Security” means the security to be provided by the Bidder(s) in accordance with Sub-Clause 1.11. For the due performance of the Contract.
- xxx. “Plant” means machinery, apparatus, materials and all things to be provided under the

Contract for incorporation in the Works.

- xxxi. "Schedule of Prices" / Summary of Costs means the completed and priced Schedule of Prices, or any part or individual schedule thereof, submitted by the Bidder(s) with his Tender and forming a part of the Contract documents.
- xxxii. "Site" means the place or places, provided or made available by the Employer where work is to be done by the Bidder(s) or to which Plant is to be delivered, together with so much of the area surrounding the same as the Bidder(s) shall with the consent of the Employer use in connection with the Works otherwise than merely for the purposes of access.
- xxxiii. "Sub bidder(s)" means any person (other than the Bidder(s)) named in the Contract for any part of the Works, or any person to whom any part of the Contract has been subcontracted with the consent of the Employer, and the Sub bidder(s)'s legal successors in title but not any assignee of the Sub bidder(s).
- xxxiv. "Tender" or Proposal means the Bidder(s)'s priced offer to the Employer for the execution of the Works.
- xxxv. "Time of Completion" means the time stated in the Special Conditions for completing the Works from the Commencement Date unless extended in accordance with Clause XX
- xxxvi. "Works" means all Plant to be provided and work to be done by the Bidder(s) under the Contract.

## 1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the SSNNL and the Bidder(s). The Bidder(s), subject to this Contract, has complete charge of Personnel and Sub-Bidder(s)s, if any, performing the works and shall be fully responsible for the works performed by them or on their behalf hereunder.

## 1.3 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India and the State of Gujarat.

## 1.4 Language

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

## 1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

## 1.7 Location

The works shall be performed at the site of the Project at kevadiya colony, Gujarat.

## 1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the SSNNL or the Bidder(s) may be taken or executed by the officials specified in the SC.

## 1.9 Taxes and duties

The Bidder(s), Sub-Bidder(s), and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 1.10 Fraud and Corruption

### 1.10.1 Definitions

It is the SSNNL's policy to observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the SSNNL:

A. defines, for the purpose of this provision, the terms set forth below as follows:

- i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Public Procurement process or in contract execution,
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a Public Procurement process or the execution of a contract,
- iii. "Collusive practices" means a scheme or arrangement between two or more Bidder(s), with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels,
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract,

#### 1.10.2 Measures to be taken

- a. SSNNL will cancel and terminate the Contract if it determines that representatives of the Bidder(s) were engaged in corrupt, fraudulent, collusive or coercive practices during the Public Procurement process or the execution of that Contract.
- b. SSNNL will sanction the Applicant, including declaring the Bidder(s) ineligible, either indefinitely or for a stated period of time, to be awarded a SSNNL-financed contract if it at any time determines that the Bidder(s) has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a SSNNL-financed contract.

#### 1.10.3 Commissions and Fees

- c. SSNNL will require the successful Applicant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the Public Procurement process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

### 1.11 Performance Security

The successful bidder shall have to furnish the required Performance Security Deposit / Security Deposit at the time of signing of contract agreement or before.

a) The successful bidder shall have to pay initial performance security deposit in the form of an unequivocal bank guarantee equivalent to 7.5% of the contract value issued by a Bank mentioned in Annexure-A1 having a branch at Ahmedabad / Gandhinagar, Vadodara.

b) In addition to the above initial security deposit, the ENGINEER - IN – CHARGE shall deduct from the intermediate bills i.e. the running account bills an amount at the rate of five percent (5%) of the total amount of each bills, as remaining security deposit subject to the condition that the total amount of such deductions shall not exceed 2.5 % (two point five percent) of the Contract Price for as mentioned in letter of acceptance of the tender.

If the contractor expressly requests in writing he may be permitted to convert Security Deposit recovered from his bills into bearing Government Securities, Shrinidhi Deposits of SSNNL or interest bearing deposit with Nationalized banks or Banks as decided by the Finance Department Govt. Of Gujarat or by Employer from time to time or into Bank Guarantee issued by Nationalize bank or Bank as decided by the Finance Department, Govt. of Gujarat or by Employer from time to time in instalment not less than INR 10 Lakh.

c) The Money so deducted from running bills shall be returned to the contractor within 90 days from the date of successful completion and issuance of completion Certificate by the engineer-in-charge / Employer. (Before start of Defect liability Period)

d) The performance Security Deposit (7.5% of contract value) remaining with the Employer after release of the money deducted from the running bills hereinabove shall be valid until 90 days from the date of completion of O&M period.



Guarantees issued banks as listed in ANNEXURE-A1 will be accepted as SD/EMD on permanent basis.

## **2. Commencement, Completion, Modification and Termination Of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the “Effective Date”) of the SSNNL’s notice to the Bidder(s) instructing the Bidder(s) to Selection of Bidder(s) for Work of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat. .This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

### **2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

### **2.3 Commencement of Works**

2.3.1 The Bidder(s) shall begin undertaking the work as mentioned in section 6 of the TENDER not later than the number of days after the Effective Date specified in the SC.

### **2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.2 or Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### **2.5 Entire Agreement**

2.5.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

### **2.6 Modifications or Variations**

2.6.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the work, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.6.2 In cases of substantial modifications or variations, the prior written consent of the SSNNL is required

## 2.7 Force Majeure

### 2.7.1 Definition

- a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of Bidder(s) or such Sub-Bidder(s) or agents or employees, nor (ii) any event which a diligent Bidder(s) could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations.

### 2.7.2 No Breach of Contract

- 2.7.2.1 The failure of Bidder(s) to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Bidder(s) affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

### 2.7.3 Measures to be taken

- a. Bidder(s) affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- b. Bidder(s) affected by an event of Force Majeure shall notify the SSNNL of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- c. Any period within which Bidder(s) shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Bidder(s) was unable to perform such action as a result of Force Majeure.
- d. During the period of their inability to perform the works as a result of an event of Force Majeure, the Bidder(s), upon instructions by the SSNNL, shall either:
  - i. demobilizes, in which case the Bidder(s) shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the SSNNL, in reactivating the works; or

- ii. Continue with the works to the extent possible, in which case the Bidder(s) shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8

## 2.8 Suspension

2.8.1 The SSNNL may, by written notice of suspension to the Bidder(s), suspend all payments to the Bidder(s) hereunder if the Bidder(s) fails to perform any of its obligations under this Contract, including the carrying out of the scope of work, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder(s) to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder(s) of such notice of suspension.

## 2.9 Termination

### 2.9.1 By the SSNNL

2.9.1.1 The SSNNL may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the SSNNL shall give a not less than thirty (30) days' written notice of termination to the Bidder(s) s, and sixty (60) days' in case of the event referred to in (g).

- a. If the Bidder(s) fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the SSNNL may have subsequently approved in writing.
- b. If the Bidder(s) becomes (or, if the Bidder(s) consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- c. If the Bidder(s) fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- d. If the Bidder(s), in the judgment of the SSNNL, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e. If the Bidder(s) submits to the SSNNL a false statement which has a material effect on the rights, obligations or interests of the SSNNL.
- f. If, as the result of Force Majeure, the Bidder(s) is unable to perform a material portion of the works for a period of not less than Seventy (70) days.
- g. If the SSNNL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### 2.9.2 By the Bidder(s)

2.9.2.1 The Bidder(s) may terminate this Contract, by not less than thirty (30) days' written notice to the SSNNL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2

- a. If the SSNNL fails to pay any money due to the Bidder(s) pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Bidder(s) that such payment is overdue.
- b. If the SSNNL fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- c. If the SSNNL is in material breach of its obligations pursuant to this Contract and has not remedied the same within Thirty (30) days (or such longer period as the Bidder(s) may have subsequently approved in writing) following the receipt by the SSNNL of the Bidder(s)'s notice specifying such breach.

#### 2.9.3 Cessation of Rights and Obligations

2.9.3.1 Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Bidder(s)'s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Bidder(s) may have under the Applicable Law.

#### 2.9.4 Cessation of Works

2.9.4.1 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Party shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Works to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder(s) and equipment and materials furnished by the SSNNL, the Bidder(s) shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

#### 2.9.5 Payment upon Termination

2.9.5.1 Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the SSNNL shall make the following payments to the Bidder(s):

2.9.5.2 remuneration pursuant to Clause GC 6 hereof for works satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

2.9.5.3 Except in the case of termination pursuant to paragraphs through (e) of Clause GC 2.9.1 hereof, reimbursement reasonable cost incidental to the prompt and termination of this Contract including the cost of the travel of the Personnel and their eligible dependents.

2.9.5.4 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of Bidder(s)**

#### **3.1 General**

##### **3.1.1 Standard of Performance**

3.1.1.1 The Bidder(s) shall undertake the Scope of Work and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder(s) shall always act, in respect of any matter relating to this Contract or to the works, as faithful adviser to the SSNNL, and shall at all times support and safeguard the SSNNL's legitimate interests in any dealings with Bidder(s)s, Sub-Bidder(s)s or Third Parties.

3.1.1.2 The Bidder(s) shall, in accordance with the Contract, with due care and diligence, design, manufacture, deliver to Site, erect, test and commission the Plant and carry out the Works within the Time for Completion. The Bidder(s) shall also provide all necessary Bidder(s)'s Equipment, superintendence, labor and, except as stated in Special Conditions, all necessary facilities therefore

##### **3.1.2 Setting Out**

3.1.2.1 The Bidder(s) shall set out the Works in relation to original points, lines and levels of reference given by the Employer in writing and provide all necessary instruments, appliances and labor for such purposes.

3.1.2.2 If, at any time during the execution of the Works, any error appears in the positions, levels, dimensions or alignment of the Work, the Bidder(s) shall rectify the error. The Bidder(s) shall bear the cost of rectifying the error.

##### **3.1.3 Law Governing Works**

3.1.3.1 The Bidder(s) shall perform the works in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Bidder(s)s, as well as the Personnel of the Bidder(s) and any Sub-Bidder(s)s, comply with the Applicable Law. The SSNNL shall notify the Bidder(s) in writing of relevant local customs, and the Bidder(s) shall, after such notification, respect such customs.

#### **3.2 Conflict of Interests**

The Bidder(s) shall hold the SSNNL's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests

3.2.1 Bidder(s) not to benefit from commissions, discounts, etc.

a. The payment of the Bidder(s) pursuant to Clause GC 6 hereof shall constitute the Bidder(s)'s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Bidder(s) shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Bidder(s) shall use its best efforts to ensure that any Sub-Bidder(s)s, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

b. Furthermore, if the Bidder(s), as part of the Scope of Work, has the responsibility of advising the SSNNL on the procurement of goods, works, the Bidder(s) shall comply with the SSNNL's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the SSNNL. Any discounts or commissions obtained by the Bidder(s) in the exercise of such procurement responsibility shall be for the account of the SSNNL.

3.2.2 Bidder(s) and affiliates not to be otherwise interested in Project

The Bidder(s) agrees that, during the term of this Contract and after its termination, the Bidder(s) and any entity affiliated with the Bidder(s) as well as any Sub-Bidder(s)s and any entity affiliated with such Sub-Bidder(s)s, shall be disqualified from providing goods, works or services resulting from or directly related to the Bidder(s)'s works for the preparation or Installation, Commissioning of the Project.

3.2.3 Prohibition of conflicting activities

The Bidder(s) shall not engage, and shall cause their Personnel as well as their Sub-Bidder(s)s and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the SSNNL, the Bidder(s) and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the works, nor shall the Bidder(s) and the Personnel make public the recommendations formulated in the course of, or as a result of, the works.

3.4 Liability of the Bidder(s)

Subject to additional provisions, if any, set forth in the SC, the entire and collective liability of the selected Bidder(s) arising out of, or relating to this agreement will be to the extent of the agreed final total Fee as quoted by the Bidder(s).

3.5 Insurance to be taken out by the Bidder(s)

The Bidder(s) (i) shall take out and maintain, and shall cause any Sub-Bidder(s) to take out and maintain, at their (or the Sub- Bidder(s)', as the case may be) own cost but on terms and conditions approved by the SSNNL, insurance against the risks, and for the coverage specified in the SC, and (ii) at the SSNNL's request, shall provide evidence to the SSNNL installation that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

### 3.6 Accounting, Inspection and Auditing

The Bidder(s) (i) shall keep accurate and systematic accounts and records in respect of the works hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the SSNNL or its designated representative, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the SSNNL or the SSNNL, if so required by the SSNNL.

### 3.7 Bidder(s)'s Actions Requiring SSNNL's Prior Approval

The Bidder(s) shall obtain the SSNNL's prior approval in writing before taking any of the following actions:

- a. Any change or addition to the Personnel listed as key professionals under the Terms of Reference.
- b. Subcontracts: SSNNL will not permit sub-contracting of any part of the assignment as per the Terms of Reference. In special circumstances that may require the Bidder(s) to subcontract work to an extent and with such experts and entities, SSNNL may at its sole discretion consider such subcontracting. The Bidder(s) shall have to obtain SSNNL's prior approval for such subcontracting. Notwithstanding such approval, the Bidder(s) shall retain full responsibility for the works. In the event that any Sub-Bidder(s) are found by the SSNNL to be incompetent or incapable in discharging assigned duties, the SSNNL may request the Bidder(s) to provide a replacement, with qualifications and experience acceptable to the SSNNL, or to resume the performance of the works itself.
- c. Any other action that may be specified in the SC

### 3.8 Reporting Obligations

The Bidder(s) shall submit to the SSNNL the reports and documents specified in the Terms of Reference, in the form, in the numbers and within the time periods set forth in the said Terms of Reference. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Terms of Reference.

### 3.9 Documents prepared by the Bidder(s) to be the property of the SSNNL

All the drawings, specifications and documents as instruments of assignment are the property of the SSNNL whether the project for which they are made are executed or not. The Bidder(s) shall be deemed the author of these documents.

3.10 Equipment, vehicles and materials furnished by the SSNNL Equipment, vehicles and materials made available to the Bidder(s) by the SSNNL, or purchased by the Bidder(s) wholly or partly with funds provided by the SSNNL, shall be the property of the SSNNL and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder(s) shall make available to the SSNNL an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the SSNNL's instructions. While in possession of such equipment, vehicles and materials, the Bidder(s), unless otherwise instructed by the SSNNL in writing, shall insure them at the expense of the SSNNL in an amount equal to their full replacement value.

3.11 Equipment and materials provided by the Bidder(s)

Equipment or materials brought by the Bidder(s) and the Personnel and used either for the Project or personal use shall remain the property of the Bidder(s) or the Personnel concerned, as applicable.

#### **4. Bidder(s) Personnel and Sub Bidder(s)**

##### **4.1 General**

The Bidder(s) shall employ and provide such qualified and experienced Personnel and Sub-Bidder(s) as are required to carry out the works.

##### **4.2 Description of Personnel**

- a. The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Works of each of the Bidder(s)'s Key Personnel are described in Terms of Reference. If any of the Key Personnel has already been approved by the SSNNL, his/her name is listed as well.
- b. If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Terms of Reference may be made by the Bidder(s) by written notice to the SSNNL, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the SSNNL's written approval.

4.3 The Key Personnel and Sub-Bidder(s) listed by title as well as by name in Terms of Reference and the Technical Proposal made by the Bidder(s) and accepted by SSNNL, are hereby approved by the SSNNL. In respect of other Personnel which the Bidder(s) proposes to use in the carrying out of the works, the Bidder(s) shall submit to the SSNNL for review and approval a copy of their Curriculum Vitae (CVs). If the SSNNL does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the SSNNL.

4.4 Working hours, overtime, leave, etc.



- a. The Bidder(s) and his professional staff at the project site shall work as per the work schedule agreed with the SSNNL and shall provide their services on 24 x 7 basis including the weekends and public holidays.
- b. The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave, the Bidder(s)'s remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Terms of Reference. Any instance of taking leave by Personnel shall be subject to the prior approval by the Bidder(s) and the SSNNL who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Works.

#### 4.5 Removal and/or Replacement of Personnel

- a. Except as the SSNNL may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder(s), such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Bidder(s) shall provide as a replacement of a person of equivalent or better qualifications.
- b. If the SSNNL finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder(s) shall, at the SSNNL's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the SSNNL.
- c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Bidder(s) may wish to claim as a result of such replacement, shall be subject to the prior written approval by the SSNNL. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the SSNNL may otherwise agree, (i) the Bidder(s) shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### 4.6 Resident Project Manager

The Bidder(s) shall ensure that at all times during the Bidder(s)'s performance of the Works for the assignment under this Contract, a resident project manager, who has been identified as the Project Manager as per the Terms of Reference, acceptable to the SSNNL, shall take charge of the performance of such Works.

### 5. Obligation of the SSNNL

#### 5.1 Assistance and exemptions

SSNNL shall assist the Bidder(s) and his staff for getting necessary statutory permissions, approvals as may be required under the law for their stay at the project site and for undertaking the Scope of Work as per the Terms of the Reference. Such assistance shall not be considered as SSNNL's obligation.

## 5.2 Access to Site

The SSNNL warrants that the Bidder(s) shall have, free of charge unimpeded access to all land at the Project site in respect of which access is required for the performance of the Works. The SSNNL will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Bidder(s) and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Bidder(s) or any Sub-Bidder(s) or the Personnel of either of them.

## 5.3 Change in the Applicable Law related to taxes and duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Bidder(s) in performing the Works, then the remuneration and reimbursable expenses otherwise payable to the Bidder(s) under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

## 5.4 Services, facilities and property of the SSNNL

5.4.1 The SSNNL shall make available to the Bidder(s) and the Personnel, for the purposes of the works and free of any charge, the services, facilities and property described in the Terms of Reference and the Data Sheet.

5.4.2 In case that such services, facilities and property shall not be made available to the Bidder(s) as and when specified in Terms of Reference and the Data Sheet, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Bidder(s) for the performance of the Works, (ii) the manner in which the Bidder(s) shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Bidder(s) as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.4.3 Cost of testing for all the works related to civil/ construction shall be borne by Agency

5.4.4 The electricity bill and expense of diesel for running the generator during operation of the project shall be borne by SSNNL.

## 5.5 Payment

5.5.1 In consideration of the Works performed by the Bidder(s) under this Contract, the SSNNL shall make to the Bidder(s) such payments and in such manner as is provided by Clause GC 6 of this Contract.

## 6. Payment to the Bidder(s)

#### 6.1 Cost Estimates; Ceiling Amount

- a. The Bidder(s) shall be paid a total fee as quoted under the Financial Proposal and accepted by the SSNNL. Such payment will be only in Indian Rupees. The total price will be for the entire scope of Works to be provided by the Bidder(s) as per Terms of Reference.
- b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the total price quoted by the Bidder(s) and accepted by the SSNNL.
- c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Bidder(s) in order to cover an necessary additional expenditures not envisaged as per the Terms of Reference and the Data Sheet and the lump sum price referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments. Such increase shall be agreed mutually.

#### 6.2 Currency of Payment

All payments will be made in Indian Rupees

#### 6.3 Mode of Billing and Payment

Billings and payments in respect of the Works shall be made as follows:

- a. Within the number of days after the Effective Date specified in the SC, the SSNNL shall cause to be paid to the Bidder(s) advance payments in Indian currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Bidder(s) to the SSNNL of an advance payment guarantee acceptable to the SSNNL in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form as may be prescribed by the SSNNL. The advance payments will be set off by the SSNNL in equal installments against the statements for the number of months of the Works specified in the SC until said advance payments have been fully set off.
- b. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Works, or after the end of each time intervals otherwise indicated in the SC, the Bidder(s) shall submit to the SSNNL, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Each statement shall distinguish between that portion of the total eligible costs which pertains to remuneration and the reimbursable expenses, if eligible under the Financial Proposal accepted by the SSNNL.
- c. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Bidder(s) and approved as satisfactory by the SSNNL. The Works shall be deemed completed and finally accepted by the SSNNL and the final report and final statement shall be deemed approved by the SSNNL as

satisfactory within ninety (90) calendar days after receipt of the final report and final statement by the SSNNL unless the SSNNL, within such ninety (90) day period, gives written notice to the Bidder(s) specifying in detail deficiencies in the Works, the final report or final statement. The Bidder(s) shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the SSNNL has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Bidder(s) to the SSNNL within thirty (30) days after receipt by the Bidder(s) of notice thereof. Any such claim by the SSNNL for reimbursement must be made within twelve (12) calendar months after receipt by the SSNNL of a final report and a final statement approved by the SSNNL in accordance with the above.

- d. All payments under this Contract shall be made to the accounts of the Bidder(s) specified in the SC.
- e. With the exception of the final payment under (d) above, payments do not constitute acceptance of the Works nor relieve the Bidder(s) of any obligations hereunder.

## **7. Fairness and Good Faith**

### **7.1 Good faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, they will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days of receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.

### **8.2 Dispute Resolution**

8.2.1 Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## 9. Extension of Time for Completion

If the bidder(s) shall desire an extension of time for the completion of the work on the grounds of his having unavoidable hindrance in its execution or on any other ground, he shall apply in writing to Executive Engineer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid, and the Chief Engineer/ Executive Engineer shall if in his opinion (which shall be final) reasonable grounds be installation therefore, authorize such extension of time, if any, as may in his opinion be necessary or proper.

### 9.1 Delay in Completion

If the Bidder(s) fails to complete the Works within the time for completion by the bidder(s), the liquidated damages shall be affected as detailed in special conditions. The SSNNL shall within a reasonable time give the Bidder(s) notice of his intentions for effecting the liquidated damages.

### 9.2 Liquidated Damages

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the bidder(s), and shall be reckoned from the date on which, written order to commence work is given to the bidder(s). The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be of the essence of contract on the part of the bidder(s)) and the bidder(s) shall pay as compensation an amount equal to one percent which the Executive Engineer in charge may levy on the amount of the estimated cost to the whole work as installation by the tender for everyday that the work remains uncompleted or unfinished after the proper dates. And further to ensure good progress during the execution of the work the bidder(s) shall be bound, in all cases in which the time allowed for any work exceeds one month to complete, one fourth of the whole of the work before one fourth on the whole time allowed under the contract has elapsed and one half of the work before one half of the such time has elapsed and three –fourth of the work before three-fourth of such time has elapsed. In the event of the bidder(s) failing to comply with this condition he shall be liable to pay as compensation amount equal to 0.1% of contract value per day of delay, subject to maximum of 10% of the total contract value which the Executive Engineer-in-Charge may levy on the said estimated cost of the whole work for everyday the due quantity of work remains incomplete provided always that the entire amount of compensation to be paid under the provision of this clause shall not exceed ten percent of the contract value of work as installation in the tender. The SSNNL may on representation from the bidder(s) reduce the amount of compensation and his decision in writing shall be final.

#### 9.2.1 Action When Whole of Security Deposit is Forfeited

In any case in which under any clause or clauses in this contract the bidder(s) has rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deducted by instalments), the Executive Engineer on behalf of the SSNNL shall have power to adopt any of the following courses, as he may deem best suited to interests of SSNNL:

- a. To rescind the contract (of which rescission notice in writing to the bidder(s) under the hand of the Executive Engineer shall be conclusive evidence) and in which case the security deposit of the bidder(s) shall stand forfeited, and be absolutely at the disposal of SSNNL.
- b. To employ labor paid by the SSNNL and to supply materials to carry out the work, or any part of work debiting the bidder(s) with the cost of the labor and the price of the materials (of the amount of such cost and price a certificate of Executive Engineer shall be final and
- c. conclusive, against the bidder(s)) and crediting him with the value of the work done, in all respects in the same manner and at the same rates as if it had been carried out by bidder(s) under the terms of the contract, the certificate of the Executive Engineer as to the value of the work done shall be final and conclusive against the bidder(s).
- d. To measure up the work of the bidder(s), and to take such part there of as shall be unexecuted out of his hands and to give to another bidder(s) to complete, in which case any expenses which may be incurred in excess of the sum which would have been paid to the original bidder(s) of the whole work had been executed by him of the amount of such excess, the certificate in writing of EXECUTIVE ENGINEER shall be final and conclusive shall be borne and paid by the original bidder(s) and may be deducted from any money due to him by SSNNL under the contract or otherwise or from his security deposit.

In the event of any of the above courses being adopted by the Executive Engineer, the bidder(s) shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any material, or entered into any engagement or made any advances on account or with a view to the execution of the work for the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the bidder(s) shall not be entitled to recover or be paid any sum for any work thereto for actually performed under the contract, unless and until the Executive Engineer have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

## 10. Taking Over

### 10.1 Taking Over

The Works shall be taken over by the SSNNL when they have been completed in accordance with the Contract and Taking-Over Certificate/ operational acceptance of facilities has been issued or deemed to have been issued in accordance with Sub-Clause 10.2.

### 10.2 Taking-Over Certificate

The Bidder(s) may apply by notice to the SSNNL of Taking Over Certificate/ Operational acceptance of facilities not earlier than 14 days before the Works will in the Bidder(s)'s opinion be complete and ready for taking over under Sub-Clause 10.1.

The SSNNL shall within 28 days after the receipt of the Bidder(s)'s application either:

- a. issue the Taking-Over Certificate/ Operational acceptance of facilities to the Bidder(s) with a copy to the Employer stating the date on which the Works were complete and ready for taking over, or

- b. rejects the application giving his reasons and specifying the work required to be done by the Bidder(s) to enable the Taking-Over Certificate to be issued.

If the SSNNL fails either to issue the Taking-Over Certificate / Operational acceptance of facilities or to reject the Bidder(s)'s application within the period of 28 days he shall be deemed to have issued the Taking-Over Certificate / Operational acceptance of facilities on the last day of that period.

## 11. Defects after Taking Over

Defect liability period for the work is 12 months. It shall be counted after the successful trial run for a period of 3 months or till prescribed parameters are attained & whichever is later of the two. During the defect liability period the bidder(s) shall carry out comprehensive Operation and Maintenance and shall be responsible for repair and replacement of any defective material used on the entire work & he will carry the full liability to make good to the complete satisfaction of the engineer, any defects in the completed work or any bad work visible or detected after works.

### 11.1 Making Good

The Bidder(s) shall be responsible for making good any defect in Defects or damage to any part of the Works which may appear or occur during the Defects Liability Period and which arises from, either:

- a. Any defective materials, workmanship or design, or
- b. Any act or omission of the Bidder(s) during the Defects Liability Period.

The Bidder(s) shall make good the defect or damage as soon as practicable and at his own cost

### 11.2 Notice of Defects

If any such defect appears or damage occurs, SSNNL shall forthwith notify the Contract thereof.

### 11.3 Failure to Remedy Defects

If the Bidder(s) fails to remedy a defect or damage within a reasonable time, the Employer may. Carry out the work himself or by others at the Bidder(s)'s risk and cost.

### 11.4 Defects Liability Certificate

When the Defects Liability Period for the Works has expired and the Bidder(s) has fulfilled all his obligations under the Certificate Contract for defects in the Works the Engineer shall issue within 28 days to the Employer and the Bidder(s) a Defects Liability Certificate to that effect.

## 12. Operation and Maintenance

The Comprehensive Operation and Maintenance period of 3 years inclusive of 1 (one) year defect liability period shall commence after the successful trial run for a period of 3 months or till prescribed parameters are attained, whichever is later. Before the Works are taken over in accordance with Clause 10 the Bidder(s) shall supply operation and maintenance manuals with drawings of the Works as built. These shall be in such detail will enable the Employer to operate, maintain, adjust and repair all parts of the Works. The manuals and drawings shall be in the ruling language, and in such form and three numbers as stated in the Contract. Unless otherwise agreed, the Works shall not be considered to be completed for the purposes of taking over until such manuals and drawings have been supplied to the Employer.

## SECTION 8: SPECIAL CONDITIONS OF CONTRACT

Number of GC Amendments of, and Supplements to, Clauses in the General Conditions of Contract

SNO	Clause/reference	Details
1.	1.4	The language is: Gujarati, Hindi& English.
2.	1.6	Address  For SSNNL The Chief Engineer (E&M) Sardar Sarovar Narmada Nigam Limited Narmada Project Hydro Power, Narmada Bhavan 2nd Floor, Indira Avenue, Vadodara- 390001 Gujarat, India.  For Bidder(s)
3.	1.8	The Authorized Representative  For SSNNL<The Chief Engineer (E&M)>  For Bidder(s)<Insert the name of the Authorized representative for Bidder(s)>
4.	1.10.1	<u>For domestic Bidder(s)/sub-Bidder(s) / personnel and foreign Bidder(s)/personnel who are permanent residents in India:</u>  The Bidder(s), Sub-Bidder(s) and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the SSNNL shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
5.	2.1	The effectiveness conditions are the following:  a. Client's approval of Bidder(s)'s proposals for appointment of specified key staff members;  b. the date of issuance of LOA  Others
6.	2.2	The time period shall be _____ or such other time period as the parties may agree in writing
7.	2.3	The time period shall be _____ or such other time period as the parties



		may agree in writing
8.	2.4	The time period shall be within 60 days time period as the parties may agree in writing
9.	3.4	<p>Limitation of the Bidder(s)'s Liability towards the SSNNL</p> <p>a. Except in case of gross negligence or willful misconduct on the part of the Bidder(s) or on the part of any person or firm acting on behalf of the Bidder(s) in carrying out the Works, the Bidder(s), with respect to damage caused by the Bidder(s) to the SSNNL's property, shall not be liable to the SSNNL:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds by two times the total value of the Contract.</p> <p>b. This limitation of liability shall not affect the Bidder(s) liability, if any, for damage to Third Parties caused by the Bidder(s) or any person or firm acting on behalf of the Bidder(s) in carrying out the Works."</p>
10.	3.5	<p>The risks and the coverage shall be as follows:</p> <p>a. Third Party motor vehicle liability insurance in respect of motor vehicles operated in Gujarat / India by the Bidder(s) or its Personnel or any Sub-Bidder(s) or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.</p> <p>b. Third Party liability insurance, with a minimum coverage of INR 5 lakhs.</p> <p>c. professional liability insurance, with a minimum coverage equivalent to the total amount of total fees to be paid by the SSNNL to the Bidder(s)</p> <p>d. employer's liability and workers' compensation insurance in respect of the Personnel of the Bidder(s) and of any Sub-Bidder(s), in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>e. insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Bidder(s)'s property used in the performance of the Works, and (iii) any documents prepared by the Bidder(s) in the performance of the Works</p>

11.	3.7 (c)	<p>The other actions are:</p> <p>Taking any action under a civil works contract designating the Bidder(s) as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the SSNNL as “Employer” is required.</p>
12.	3.9	The Bidder(s) shall not use their documents and software for purposes unrelated to this contract without the prior written approval of the SSNNL.
13.	4.6	The person designated as the Project Manager shall be the Resident Project Manager in the Terms of Reference shall serve in that capacity, as specified in Clause GC 4.6.
14.	8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p><b>8.2.1 Selection of Arbitration</b></p> <p>Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the Indian Arbitration &amp; Conciliation Act, 1996.</p> <p><b>8.2.2 Rules of Procedure</b></p> <p>Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration &amp; Conciliation Act 1996, of India unless the Bidder(s) is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p><b>8.2.3 Substitute Arbitrators</b></p> <p>If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p><b>8.2.4 Qualifications of Arbitrators</b></p> <p>The sole arbitrator or the third arbitrator appointed pursuant to Clause 8.2.1 hereof shall be recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p> <p><b>8.2.5 Miscellaneous</b></p> <p>In any arbitration proceeding hereunder:</p> <p>(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Gujarat.</p> <p>(b) the English language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction.</p>
15.	12	<p>Operation and Maintenance</p> <p>Bidder shall provide complete Operation and Maintenance support for all the proposed solution as outlined in this tender for a period of Three Years inclusive of 1 (one) year defect liability period shall commence after the successful trial run for a period of 3 months or till prescribed parameters are attained, whichever is later. The contractor shall be fully responsible for the integrity and character of the staff</p>

		<p>engaged at site. The staff that is found unsuitable for the job shall be changed immediately by the contractor after getting instruction from SSNNL.</p> <ul style="list-style-type: none"> <li>• Required Manpower</li> <li>• Successfully Operation of the project for minimum four hrs. on daily basis.</li> <li>• Replacement of defective components as in when required for efficient running of the project.</li> <li>• Adequate security &amp; barricading arrangement of the installed components</li> </ul> <p>The bidder(s) shall ensure that the installation shall run with optimum efficiency during all the seven days in a week. The O &amp; M is inclusive of all the major and minor repairs to be carried out, replacements, administrative charges, taxes, duties applicable etc.</p> <p>The O &amp; M includes procurement of all consumables, tools and equipment's for the performance of the installations.</p> <p>The regular routine periodic maintenance of jobs for efficient running of installation at regular intervals.</p>
16.		<p>Any other routine checkup which is mandatory to run the installation is the responsibility of O &amp; M Applicant.</p> <p>The bidder(s) shall observe all applicable regulations regarding safety during operation and maintenance period.</p> <p>SSNNL reserves the right to declare any day in a year /month as holiday or no Performing day without assigning any reason.</p>

**AGREEMENT FOR OPERATION AND MAINTENANCE**

This contract, herein referred to as Agreement, entered into on this ----- between -----  
---

-----hereinafter referred to as the First Party, which expression shall include its successors and assignees) of the first part and ----- having its registered office at ----- (hereinafter referred to Second Party, which expression shall include its successors and assignees) on the second part, and stands effective from the date of inauguration of the [project] at -----.

Whereas the First Party (Client) is desirous of operation and maintenance of the [project] at -----  
--

----- as per tender invited by SSNNL describing the works to be done through committee appointed by the First party.

And whereas the Second Party has responded to the tender invitation and has submitted the tender, followed by subsequent presentation/discussions with the committee comprising of SSNNL and the Second Party confirmed the rate and of the assignment as negotiated and agreed before the committee.

And whereas the Second Party has necessary experience and expertise to Operate & Maintain the installation and whereas he/she/they has/have agreed to undertake the Project of Operation & Maintenance of the [Project] at ----- -at an agreed/settled amount excluding GST as applicable.

And whereas the first party believing the assurance and representation as true and correct has appointed the second party terms and conditions as set herein below.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS;

In this agreement, the words and expressions shall have the same meaning as respectively assigned to them in the payment terms, the scope of work and terms and conditions, attached with the letter of intent/Work Order issued by the SSNNL and accepted by the Second Party for the works.

The following documents shall also be deemed to form and be read and construed as part of the agreement and shall be complementary to one another.

1. Tender Document No ----- dated -----

2. Work Order No ----- dated ----- NOW IT IS HEREBY AGREED AS FOLLOWS;

- 1 The second party shall operate installations on daily routine basis by employing Trained/Qualified staff who are well versed with the technology used. The cost shall be excluding Service Tax which shall be reimbursed after production of chalans.
- 2 The agency to quote lump sum for all components of the project as per heads mentioned in Section 5. in the first year of operation, there is defect liability clause of 1 year from the date after

- the successful trial run for a period of 3 months or till prescribed parameters are attained & whichever is later of the two whereby defects, if any, noticed during the period shall be rectified by the executive agency. Hence the agency is required to give quotes for comprehensive maintenance with all materials. The "CLIENT" will not share any expenditure on any replacement of parts/material etc. with operation of installations till the completion of O&M period. Instruction manual of the manufactures of the equipment installed shall be followed for preventive and breakdown services. (Electricity, water and fuels shall be provided by the CLIENT)
- 3 The equipment, sitting gallery etc. shall be cleaned on daily routine basis and at no time any foreign particle shall be visible. Safety and security of the equipment shall also be the responsibility of the agency by deployed trained security personnel.
  - 4 The installation timings will be notified by the CLIENT well in advance and staff shall be available at least two hours before the installation for daily routine maintenance.
  - 5 The Applicant shall provide Manpower/workforce (the "technical staff") suitable for the job work specified by the CLIENT and communicated to the agency in writing. In case the staff provided by the Agency to the CLIENT is not found satisfactory, the CLIENT and the agency shall agree to replace such staff forthwith. (b) Uniform: - all the manpower deployed shall be suitable uniform and shall bear an Identity Card while on duty.
  - 6 The Agreement shall be executed between agency & the CLIENT for a period of three years as above and may be renewed for a further period on the discretion of the management of CLIENT.
  - 7 The Agency will ensure that the technical staff provided by the agency is of good character, well behaved, skilful in the trade required for the performance of the duties assigned and does not indulge into any activity harmful to the reputation and image of the CLIENT or its employee. In the event of any complaint received by the CLIENT against any of the workers of the agency, the same shall be forwarded to the Agency for remedial action and the agency is expected to take such action expeditiously.
  - 8 It is clearly understood by and between the parties to the Agreement that the staff shall at all times and for all purpose shall be the employees of the Agency.
  - 9 Prices quoted shall remain firm and free from any fluctuation/escalation during the contract period. The agency will identify minimum spare requirement well in advance required for maintenance.
  - 10 In case, the installation is not operated due to non-availability of manpower/spares, the CLIENT shall be compensated by Rs 20,000/- per day by the Applicant. If the same continued for consecutive three days, CLIENT has right to terminate the contract without any notice and forfeit the due payments for this work.  
  
Penalty for O&M, after commissioning and on the commencement of the O&M work, if the decorative lighting remains in non-working condition for more than 24 hrs, then penalty Rs. 5000/- per day to up to maximum ceiling of Rs. 50,000/- per month will be applicable.
  - 11 In case of any technical snag, agency's team will be associated for rectification of such snag.
  - 12 The CLIENT shall not interfere or influence in any manner the selection or engagement of the staff. Further the CLIENT shall not be responsible for or otherwise concerned with, the employment or non-employment of the Staff by way of discharge, termination dismissal or retrenchment or re-employment.
  - 13 The agency shall be solely responsible for complying with all the provisions of EPF and Misc. Provisions Act, 1952 and ESI Act relating to manpower engaged for this contract and in the event

of any liability by virtue of its being principal employer due to failure of the bidder(s) shall indemnify and reimburse the amount payable by Client on this account.

- 14 The agency or the staff will not act in a manner derogatory to or inconsistent with the CLIENT's high standard and reputation or its business or cause nuisance in the management of the business or its customers or visitors.
- 15 The Agency shall indemnify the CLIENT from any claim made or damages suffered the CLIENT by reason of any default on the part of the Agency, or his employees in due observance and performance of the provisions of law applicable to the matter relating to the staff.
- 16 In consideration of services provided by the agency, the client shall pay as services charges an amount as agreed per month after making statutory deductions.
- 16 LOG BOOK: A log book for installation shall be maintained at the site and all day to day check vis-à-vis the periodical maintenance, special maintenance, break down shall be recorded.
- 17 Arbitration : Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out or relating to the Contract, designs, specifications, estimates, instructions, order or these conditions or otherwise concerning the works, or execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the SSNNL or any other person appointed by him, the same shall be resolved through arbitration under the Arbitration & Reconciliation Act, 1996 as amended till date. The award of the Arbitrator shall be final, conclusive and binding on all parties to this contract.
- 18 Termination of Contract: in case the service of the selected agency is found unsatisfactory or in case of change in the Government procedures, Gujarat has right to cancel / terminate the contract by giving three months' notice in advance.
- 19 The agency has to submit the performance guarantee of 7.5% of the quoted value immediately after the issuance of Letter of Intent in the shape of Bank Guarantee from an authorized bank. The performance guarantee shall be valid for 3 years.

20 IN WITNESS whereof the Parties have executed and delivered this Agreement as of the date first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of the SSNNL by:

SIGNED, SEALED AND DELIVERED

For and on behalf of Bidder(s) by:

## Annexure A: General Details

1. Applicant details
  - a. **Name of the Applicant:**
  - b. **Applicant's Constitution:**
  - c. **Country of incorporation:**
  - d. **Address:**
2. Details of individual (s) who will serve as the point of contact / communication within the Company:
  - a. **Name:**
  - b. **Designation:**
  - c. **Company:**
  - d. **Address:**
  - e. **Telephone Number: (M): +91, (L):**
  - f. **E-Mail Address:**
  - g. **Fax Number:**
3. Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant:
  - a. **Name:**
  - b. **Designation:**
  - c. **Company:**
  - d. **Address:**
  - e. **Telephone Number: (M): +91, (L):**
  - f. **E-Mail Address:**
  - g. **Fax Number:**

.....

Name:

Designation:

Company Name:

Seal:

**Annexure B: Similar Ongoing Project**

<b>S. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the Eligible Project	
2.	Cost of the eligible project	
3.	Type of Project	
4.	Details of the project	
5.	Client, Location, State, Country	
6.	Proof of work order attached	

**Date:****Sign. & Stamp of the Applicant**



## **Annexure C:**

### **DECLARATION**

**(On company letter pad)**

(Strike off whichever is not applicable)

This is to declare that Mr. /Ms. \_\_\_\_\_, employee of SSNNL at  
\_\_\_\_\_ (place), is related to our  
\_\_\_\_\_ (designation & name).

OR

This is to declare that none of the Proprietors/ Partners/ Directors is having any relatives employed or working with SSNNL at any of its offices or its parent Department of Government of Gujarat.

Note: This Certificate must be on company letter pad otherwise your Tender will be rejected.

**Date:**

**Sign. & Stamp of the Applicant**

**Annexure D:****DEVIATION SHEET****(Information to be attached with the Technical Offer)**

Any deviations offered from the terms and conditions of the Offer should be clearly specified below in this sheet. If there are no deviations offered, it should be clearly mentioned on this page.

<b>Deviation offered to Chapter No, Clause No. of the TENDER/Price Bid document</b>	<b>Deviation offered</b>

**Date:****Sign. & Stamp of the Applicant**

## ANNEXURE- E

### MANUFACTURER'S AUTHORIZATION TECHNICAL SUPPORT CERTIFICATE

(Individual Letter for Each major Item require mandatory in Pre- Qualification)

To,

**Managing Director**

Sardar Sarovar Narmada Nigam Limited.

Gandhinagar.

**SUBJECT:** "Work of Design, Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat."

REFERENCE: TENDER NO: \_\_\_\_\_

**Dear Sir,**

We \_\_\_\_\_ (manufacturer), who are established and reputed manufacturers of \_\_\_\_\_(Products) do hereby authorize M/s. \_\_\_\_\_ to purchase and resale of our Products and required accessories and/or Services. The Partner is entitled and authorized to submit bid, negotiate and conclude the contract with you against the above invitation for the products mentioned in the Tender No. \_\_\_\_\_

We hereby extend our full back to back support and warranty for the goods & services offered for supply by \_\_\_\_\_ against above referred Tender No. \_\_\_\_\_ for five years from the date of supply and installation of the goods & services.

Thanking You,

Yours truly,

For

**ANNEXURE-F****LITIGATION HISTORY**

Information regarding any litigation current or during the last Three years in which, the applicant is involved the Applicant(s) concerned and dispute amounts.

<b>Year</b>	<b>Award for / or Against applicant</b>	<b>Name of Client, cause of Litigation and matter of dispute</b>	<b>Disputed amount in Rupees</b>

**NOTE:**

If the information to be furnished in this schedule is not be given and come to the subsequently will result in disqualification of the applicant

**VOLUME II**

**PRICE BID**

- Rates quoted by Applicant will be FOR destination prices Excluding of GST for Work of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.
- The rates quoted by the Applicant will be Excluding of GST Tax or any other taxes applicable to such work. Any escalation in such taxes/ levies during the tenure of the contract/ order will not be paid by SSNNL and Applicant(s) are advised to take in to consideration any such escalations in the prevailing taxes/levies/duties.
- In no circumstances, escalation in the prices will be entertained.
- Your rates are submitted as per the enclosed Performa of schedule of rates.
- No Octopi exemption certificate shall be given by SSNNL to the Applicant.
- Rates quoted by Applicant will be in INR.

## Price Schedule-B

(Price quoted in the Schedule-B shall be the governing price for evaluation and award of contract)

Sr. No.	Description of Work	Estimated Tender Cost (in LAKHS)	Total lumpsum price in words in (INR) Exclusive of GST	Total lumpsum price in figures in (INR) Exclusive of GST
1	Selection of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.	478.352		

Note:

1. The rate quoted by the bidder shall be exclusive of GST. GST amount shall be reimbursed by SSNNL after submission of statutory certified documents/ tax invoices.
2. The financial quote shall be inclusive of all other taxes except GST.

## Price Schedule-B1

Selection of Bidder for Work of Selection of Supply, Installation, Commissioning and Testing of Decorative Lighting and Illumination with 3 years of Comprehensive Operation & Maintenance including 1 year defect liability period of Sardar Sarovar Dam at Kevadia Gujarat.

## PRICE BID

(Price quoted in the Schedule-B shall be the governing price for evaluation and award of contract)

Sr. No.	Product Specifications	UOM	Quantity	Unit Price (Rs) Excluding GST	Total Rs. Excluding GST
1	Supply of 440 W Moving Head Light with high quality circuit design for stable and reliable performance, Voltage: AC110V-230V 50-60Hz, Light Source: CREE /OSRAM / SAMSUNG / NICHIA / SEOUL / LUMILEDS/PHILIPS,440W High Brightness Light Bulb, Light source life: 2000 hours, Color system: imported high temperature resistant color film, 14 colors+ white, half color, can change rainbow effect, Pattern system: 17 fixed patterns +white light, Focusing system: Double thick stepping motor, electronic focusing, Atomization system: high temperature resistant atomizing film can make, this lamp have dyeing effect, Linear dimming curve: 0%-100% linear dimming, Light beam: large or small, can be customized according to customer requirements., Prism System: 16 Prisms, Rotatable, Macro Function, 16 Beams, Display: LCD display Horizontal/Vertical: Horizontal, vertical use of custom three-phase motor, horizontal can do 540 rotation, vertical can be done 210 ° rotation, speed is fast and smooth, the lamp set intelligent photoelectric reset correction system, accidental misoperation, but also can automatically reply original position., cooling system: The CFD software is used to analyze and calculate the heat flux of the lamps, and a low-noise heat dissipation system is designed. The lamp head uses an imported thick eddy-current fan and blows the bulb to dissipate heat. It uses an imported 8 8 dc fan and a heat-dissipating light bulb system. The lamp head adopts an imported 12*12 DC fan to circulate the internal heat of the lamp. The temperature is tested completely at 40 degrees ambient temperature (light bulb temperature requirement 380°, actual temperatures 300°). The base uses two 6'6 inlet DC fans to directly blow the power and bulb lighters, IP65 protection rating, Power Efficiency: >85%, Operating Temperature: +5°C to +55°C, Operating Humidity: 10%-90%,	Nos	32		

2	Supply of 1000 W, 4-IN-1 LEDS, RGBW Washer Light, 16.7 million of colour by mixing suitable for façade lighting surface monument luminaire for outdoor application. Light Source: CREE /OSRAM / SAMSUNG / NICHIA / SEOUL / LUMILEDS/PHILIPS, Specific high efficiency optic lens and Aluminum die casting, 50,000 hours life span and lower power consumption, Controllable manually for TILT angle adjustment Luminaire optic consists of highly efficient, UV and temperature-resistant lens systems. Symmetric distribution., Housing: Die-cast aluminum Color: Black Environment: IP65 IP POWER Socket, IP DMX XLR. The luminaire should be provided with Electrical safety class I. Power Efficiency : >85%, Operating Temperature : +5°C to +55°C, Operating Humidity : 10%-90%, Housing to have adjustable base bracket for angle adjustment so that the light direction can be adjusted to illuminate desired structural elements, Smooth LED dimming, LED rainbow effect, Macro effect, Strobe effect, with 25 flashes per second and pulse effect and General dimming and blackout for all four colors, 4/6/9 DMX channels UNISTT DMX512, master-slave and sound activated controllable or auto operation LED display with 4 control buttons IP65 power cables IN/OUT, IP 65 DMX cables, Noise free efficient aluminum cooling system, Dual handle for easy taking, IP65 protection rating.	Nos	120		
3	Supply of DMX Controller System with Standalone interfaces, Input connector: Built in UPS battery backup 8 physical DMX outputs, up to 16 over ArtNet or sACN - 8192 channels Supports Titan Network Processors for DMX expansion up to 64 universes, Dual Ethernet port, Direct SMPTE in, Connectivity with Sapphire Touch Wing Dedicated theatre cue stack control, Huge programming surface – capacity for 2 external touchscreens 20 programmable macro buttons, Screen articulation, MIDI In Out and Through, Trigger Inputs, 45 motorized, automated master playbacks, Massive, vibrant 15.6" widescreen programming windows Fast, live and hands on attribute controls, Unique Tricolour illuminated tracker ball with Z axis control to give fast control of distance related attributes - zoom, iris and focus, The luminaire should be provided with Electrical safety class I. Power Efficiency : >85%, Operating Temperature : +5°C to +55°C, Operating Humidity : 10%-90%	Nos	4		
4	Supply of Signal Amplifier, should be specially design for signal amplification for DMX Master controller signal which attenuated after a long-distance transmission, realize extending the signal transmission distance. Increase DMX Signal amplifier to distribute multi-channel control. should have Photo-electricity insulation of 1KV between input and output terminal, should operate on 12-24V DC. Working temperature (+5 °C to 55 Deg Cel),	Nos	24		
5	SITC of Ethernet Wi-Fi router with switcher (As per site	Nos	1		



	requirement)				
6	SITC of IP 65/ IP 67 Main panel (Quantity – 1 nos) near transformer or source, SITC and Laying of XLPE FRLS power Cables and control cable with cable tray / conduit for RGBW Luminaires, Supply and Laying of CAT6 for DMX Controller System, Installation, testing & commissioning of RGBW Lights with necessary mounting arrangement, Feeder Panel, Weatherproof Junction Boxes for DMX Components with necessary mounting arrangements, DMX Software & Programming for required Facade Lighting Themes and other electrical components as per site requirement, electrical item make as per approval in SSNNL. As per site requirement	Job	1		
7	SITC of Distribution Board IP 65/ IP 67 415v to 12 x 16A, 3 x 32A 230v Outlets, 1 x 125A 4poleisolatorswitch 3 x 30mA RCD (6 x 16A sockets per RCD & 3 x 32A / RCD), ELCB per phase (30mA/100mA), 1 x C Type MCB per socket, 3 x Neon to show 'Power On' (1 per phase) and with proper chemical earthing. As per site requirement	Nos	30		
<b>Total amount of Supply, Installation, Testing &amp; Commissioning +03 (Three) years of comprehensive Operation &amp; Maintenance including of first year as defect liability period (Rs)</b>					

**Note:**

- 1) Quantity indicated above is tentative.
- 2) The rate quoted by the bidder shall be exclusive of GST. GST amount shall be reimbursed by SSNNL after submission of statutory certified documents/ tax invoices by the Bidder. However, The financial quote shall be inclusive of all other taxes except GST.
- 3) Items indicated on Sr. no.: 5,6,7 are on lumpsum basis only. Bidder has to visit the sites and has to supply and install the quantity as per actual requirements approved by SSNNL / Consultant. No extra or excess item will be entertained for these items.
- 4) The Sardar Sarovar Dam decorative lighting shall be as per effect and theme should be similar according to present temporary lighting. Bidder has to visit at site for seeing the existing temporary decorative before 31/10/2019.

## Annexure – A1

### List of Banks for Submission of Earnest Money Deposit & Security Deposits

- A) All nationalized Banks including the Public Sector Bank – IDBI Ltd.
- B) Guarantees issued by following Banks will be accepted as SD/EMD for the period up to Dt.31-3-2019 as per Nigam Circular.
- 1) Rajkot NagrikSahkari Bank Ltd.
  - 2) The Mehsana Urban Co-Operative Bank Ltd.
  - 3) The Surat Distric Co-Op. Bank Ltd.
  - 4) The Ahmedabad Mercantile Co-Op. Bank Ltd.
  - 5) NutanNagrikSahakari Bank Ltd
  - 6) The Kalupur Commercial Co-Operative Bank Ltd.
  - 7) Saurashtra Gramin Bank
  - 8) Baroda Gujarat Gramin Bank
  - 9) RBL Bank
  - 10) Karur Vysya Bank
  - 11) AXIS Bank
  - 12) ICICI Bank
  - 13) HDFC Bank
  - 14) Kotak Mahindra Bank
  - 15) IndusInd Bank
  - 16) DCB Bank
  - 17) FEDERAL Bank
  - 18) YES Bank

**ANNEXURE I**  
**FORM OF BANKGUARANTEE (UNCONDITIONAL)\***  
**FORPERFORMANCESECURITY**  
**(INITIAL AND ADDITIONALSECURITY DEPOSIT)**

To,  
[Name of Employer]\_\_\_\_\_

\_\_\_\_\_  
[Address of Employer] \_\_\_\_\_

\_\_\_\_\_  
WHEREAS [Name and Address of Contractor] \_\_\_\_\_

\_\_\_\_\_  
(Hereinafter called "The Contractor") has undertaken, in pursuance of contract No.\_\_\_\_\_ Dated \_\_\_\_\_ to execute (Name of contract and brief description of works) (Hereinafter called "The Contractor")

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, upto a total of [Amount of Guarantee]\*\*

₹ (In figures)\_\_\_\_\_ Rupees (In words) \_\_\_\_\_

\_\_\_\_\_  
such sum being payable in the types and proportions of currencies in which the contract price is payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee]\*\* \_\_\_\_\_

\_\_\_\_\_  
as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified herein We here by waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition of modification.

This Guarantee is valid until the six (6) months after the date of issuing the completion Certificate.

SIGNATURE AND SEAL OF THE GUARANTOR\_\_\_\_\_

---

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date : - \_\_\_\_\_

---

\* Bidders are not required to complete this form.

\*\* An amount is to be inserted by the Guarantor, representing the percentage of the contract price specified in the contract and denominated either in the currency (ies) of the contract or in a freely convertible currency acceptable to the Employer.

**ANNEXURE-IA\***  
**FORM OF BANK GUARANTEE (UNCONDITIONAL) +**  
**FOR PERFORMANCE SECURITY**  
**(INITIAL AND ADDITIONAL SECURITY DEPOSIT)**

TO,

(Name of employer) \_\_\_\_\_

(Address of Employer) \_\_\_\_\_

WHERE AS (Name and Address of Contractor) \_\_\_\_\_

(Hereinafter called "The Contractor ") has undertaken, in pursuance of contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute [Name of contract and Brief Description of work] (hereinafter called "The Contract"),

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a Nationalized Bank for the sum specified therein as security for compliance with his obligations in accordance with the contract.

AND WHEREAS we have agreed to give the Contractor such bank guarantee; NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you, on behalf of the Contractor, upto a total of (Amount of Guarantee) \*\*

₹ (In figure) \_\_\_\_\_ Rupees (In words) \_\_\_\_\_

Such sum being payable and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [Amount of Guarantee]\*\* \_\_\_\_\_ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract or of the work to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee is valid until the date \_\_\_\_\_ months after the issuing of the completion certificate.

We hereby affirm that we are aware of the stipulation for acceptance of our guarantee by Sardar Sarovar Narmada Nigam Limited, Gandhinagar, that the said Nigam will be for all matters relating to this guarantee shall deal with our bank branch located at \_\_\_\_\_ and all communication including invocation, notice of demand and such other matter deemed essential to be advised to and / or served on the said branch, on our behalf, of our bank, who without demur shall in accordance with the provisions of this guarantee.

We unequivocally surrender our rights to be informed / advised give notice in respect thereof in favour of the said branch of our bank in consideration of the aforesaid terms and conditions incorporated in this guarantee, we agree that for all the operative part and enforceability in the court of law. This guarantee shall be deemed to have issued by the said branch of our bank. The obligation under this guarantee shall be performed and discharged at \_\_\_\_\_ and the court located there at shall have jurisdiction for all the matters covered under and / or arising out of this guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank \_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Date: - \_\_\_\_\_

Confirmed by: -

Bank Branch located at Vadodara/ Ahmedabad / Gandhinagar

We hereby confirm the above Bank Guarantee given by our Branch at\_\_\_\_\_and will honour the same as if it has been issued by us.

Signature & Seal

\_\_\_\_\_Bank.

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\* This form shall be used when the bank guarantee to be issued by the branch other than Vadodara/ Ahmedabad / Gandhinagar but operatable at its Vadodara Ahmedabad / Gandhinagar branch.

+ Bidders are not required to complete this form.

\*\* An amount is to be inserted by the guarantor, representing the percentage of the contract price specified in the contract.

(This form shall be used when the bank guarantee to be issued by the branch at Vadodara/  
Ahmedabad / Gandhinagar)

**Annexure – II\***  
**FORM OF BANK GUARANTEE**  
**(EARNEST MONEY DEPOSIT)**

Whereas M/s..... (Here in after called the Tenderer)  
is desirous and prepared to tender for work in accordance with terms and conditions of  
Tender Notice no. 10 of 2019 dated.....And whereas We, ..... ..  
... Bank; agree to give the Tenderer a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the Tenderer upto  
a total of Rupees.....(i.e. Rs.....) and  
we undertake to pay the Executive Engineer, N.P.H.P., SSNNL, Vadodara, upon his  
first written demand and without demur, without delay and without necessity of  
previous notice of individual or administrative procedure and without necessity to  
prove the bank the defects or short coming or debit of the Contractor any sum within  
the limit of Rupees.....
2. We further agree that the guarantee here in contained shall remain in full force and  
effective during the period that would be taken for the acceptance of tender.  
However, unless a demand or claim under this guarantee is made only in writing on  
or before the..... We shall be discharged from all liabilities  
under the guarantee thereafter.
3. We undertake not to revoke the guarantee during its currency except with the  
previous consent of the Executive Engineer, N.P.H.P., SSNNL, Vadodara in writing.
4. We lastly undertake not to revoke the guarantee for any change in constitution of  
the Tenderer or the Bank.

Date:

Signature and Seal of Guarantor

Bank:

Address:

\* This form shall be used when the bank guarantee to be issued by the branch at  
Vadodara/ Ahmedabad / Gandhinagar

(This form shall be used when the bank guarantee to be issued by the branch other than Vadodara/ Ahmedabad / Gandhinagar but operatable at its Vadodara Ahmedabad / Gandhinagar branch.)

## **Annexure – IIA\***

### **FORM OF BANK GUARANTEE (EARNEST MONEY DEPOSIT)**

Whereas M/s..... (Here in after called the Tenderer) is desirous and prepared to tender for work in accordance with terms and conditions of Tender Notice no.10 of 2019 dated.....And whereas We, ..... ..  
... Bank; agree to give the Tenderer a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the Tenderer upto a total of Rupees.....(i.e. Rs.....) and we undertake to pay the Executive Engineer, N.P.H.P., SSNNL, Vadodara, upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the Contractor any sum within the limit of Rupees.....
2. We further agree that the guarantee here in contained shall remain in full force and effective during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the..... We shall be discharged from all liabilities under the guarantee thereafter.
3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Executive Engineer, N.P.H.P., SSNNL, Vadodara in writing.
4. We lastly undertake not to revoke the guarantee for any change in constitution of the Tenderer or the Bank.

Date:

Signature and Seal of Guarantor

Bank:

Address:

Confirmed by: -

Bank Branch located at Vadodara/ Ahmedabad / Gandhinagar

We hereby confirm the above Bank Guarantee given by our Branch at\_\_\_\_\_and will honour the same as if it has been issued by us.

Signature & Seal

\_\_\_\_\_Bank.

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\* This form shall be used when the bank guarantee to be issued by the branch of bank other than Vadodara/ Ahmedabad / Gandhinagar but operatable at its Vadodara Ahmedabad / Gandhinagar branch.