



INVITATION FOR BIDS (IFB)

FOR

Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment

(EM PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

March 2023

Document Information

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INVITATION FOR BIDS (IFB) / NOTICE INVITING TENDER (NIT) (National Open Competitive Bidding)

Contract Title: Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh

IFB No: *KEYI-W002-EM*

IFB issued on: *22nd March 2023*

Section 9: Contract Form

Volume number	Contents	Section No./ Name
Volume-1	Invitation for Bids	Section 0: Invitation for Bids
	Bidding Procedures and Bidding Forms	Section 1: Instructions to Bidders
		Section 2: Bid Data Sheet
		Section 3: Evaluation, Eligibility and Qualification Criteria
		Section 4: Bidding Forms for Technical Bid
		Section 5: Bidding Forms for Price Bid
	Employer's Requirements	Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3)
	Conditions of Contract and Contract Form	Section 7: General Conditions of Contract
		Section 8: Special Conditions of Contract
		Section 9: Contract Forms
Volume-2	Technical Specifications	Part-I: Technical Specification for E & M Equipment
		Part-II: Technical Data Sheet
Volume-3	Drawings	Drawings - E & M System Drawings

Section 9: Contract Forms

Table of Forms

Letter of Acceptance (LOA)	1
Contract Agreement	3
Appendix 1: Terms and Procedures of Payment	8
Appendix 2: Price Adjustment	11
Appendix 3: Insurance Requirements	12
Appendix 4: Time Schedule	16
Appendix 5: List of Major Items of Plant and Services and List of Approved Subcontractors	17
Appendix 6: Scope of Works and Supply by the Employer	18
Appendix 7: List of minimum Key Drawings/ Documents for Approval or Review	21
Appendix 8: Spares List	22
Appendix 9: Functional Guarantees	23
Appendix 10: Price Schedules indicating Price Breakdown of Contract Price	27
Performance Security Form	32
Bank Guarantee Form for Advance Payment	36
Form of Extension of Bank Guarantee	40
Form of Indemnity Bond to be executed by the Contractor for the Plant and Mandatory Spares Handed Over in One Lot by Employer for Performance of its Contract (Reference GCC Clause 13.4)	42
Form of Indemnity Bond to be executed by the Contractor for the Equipment Handed Over in Instalments by Employer for Performance of its Contract (Reference GCC Clause 13.4)	46
Form of Authorisation Letter (Reference GCC Clause 13.4)	50
Form of Trust Receipt for Plant and Operational Spares, Equipment and Materials Received (Reference GCC Clause 13.4)	53
Form of Completion/ Taking Over Certificate	55
Form of Operational Acceptance Certificate	56

Letter of Acceptance (LOA)

Ref. No. : [] [date]

To:

.....[insert Contractor's Name & Address]).....

.....

.....

.....

[in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:

(Lead Partner of the Joint Venture of M/s. and M/s.))

Attn : Mr.....

Sub: Letter of Acceptance (Notification of Award) for the Contract for [insert name of the Package/ Contract Title] . IFB No..... [insert IFB No.].....

1. We, _____ (the Employer), are pleased to notify you, _____ (the Contractor) that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] for the Contract Price in the aggregate of Rupees [amounts in words and figures] as corrected, modified and negotiated during the meetings and/or through correspondences exchanged till date, is hereby accepted by us. The Contract Price is inclusive of all taxes, duties and levies, including customs duty as may be applicable on the imported plant and equipment, but excludes GST on the transactions between the Employer and the Contractor, in line with the provisions of the bidding documents.
2. You are required to furnish the Performance Security within 28 days from the Effective Date, in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Forms included in Section 9 (Contract Forms) of the Bidding Document, as per the details below:

Performance Security: As per General Conditions of Contract (GCC) Clause 13.3

Additional Security : _____

3. Subsequent to this LOA, in due course, the Employer shall separately notify the Contractor through a "Notice to Proceed", to proceed with execution of the Works/ work on the Facilities stipulating therein the Commencement Date which shall not be later than 15 days after the date of the Notice to Proceed.
4. This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award till signing of the Contract Agreement. You shall enter

into a Contract Agreement with us as per Clause 45, Section –Instructions to Bidders, of the bidding documents.

5. This Letter of Acceptance is being issued to you in duplicate. You are requested to return the copy marked 'Duplicate' duly signed and stamped on each page, by your authorized signatory as a token of your acknowledgment and confirmation.

For and on behalf of

.....[Name of the Employer].....

.....[signature].....

[Authorised Signatory]

Contract Agreement

THIS AGREEMENT(**"Contract Agreement"**) reference no. [*insert reference number*] made on the [*insert number*] day of [*insert month*], [*insert year*],

BETWEEN

[*name of the employer*], a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at [*address of the Employer*] (hereinafter called **"the Employer"** and also referred to as "*insert abbreviated name of the Employer*") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the one part;

AND

(Applicable only in case of sole bidder)

[*name of the contractor*], a corporation incorporated under the laws of [*country of the contractor*] under [*insert the relevant Act/ Statute*] and having its principal place of business at [*address of the contractor*] and Registered Office at [*address of the registered office of the contractor*] (hereinafter called **"the Contractor"** and also referred to as "*insert abbreviated name of the Contractor*") which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the other part.

Or

(Applicable only in case of Joint Venture)

Joint Venture (JV) of [*Name of Lead Partner*] (the Lead Partner of JV), a company incorporated under the laws of [*country of the Lead Partner*] under [*insert the relevant Act/ Statute*] and having its principal place of business at [*address of the Lead Partner*] and Registered Office at [*address of the registered office of the Lead Partner*] and other partner(s):

- (i) [*Name of the Partner*], a company incorporated under the laws of [*country of the Partner*] under [*insert the relevant Act/ Statute*] and having its principal place of business at [*address of the Partner*] and Registered Office at [*address of the registered office of the Partner*]; and
- (ii) [*Name of the Partner*], a company incorporated under the laws of [*country of the Partner*] under [*insert the relevant Act/ Statute*] and having its principal place of business at [*address of the Partner*] and Registered Office at [*address of the registered office of the Partner*],

(hereinafter called **"the Contractor"** and also referred to as "Joint Venture"/the 'JV " which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the respective partners of the Joint Venture) of the other part.

(For the sake of convenience, hereinafter individually referred to as **"the Party"** and collectively as **"the Parties"**.)

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install and provide the required services, complete and commission the Plant and undertake all other related and associated actions as may be required for Operational Acceptance of the Plant under the Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh IFB No: *DDHP/ Keyi/ EM Package/ Package -2* ("**the Facilities**") and the Taking Over of the Facilities by the Employer subsequent to its Completion by the Contractor, and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1
Contract Documents

1.1 Contract Documents (Reference GCC Clause 2)

The following documents along with all appendices, annexures, attachments and enclosures thereto ("**Contract**"), shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of this Contract Agreement (cumulatively referred to as the **Contract Documents**):

VOLUME I

- 1.1.1. Section 1: This Contract Agreement and the Appendices hereto
- 1.1.2. Section 2: Letter of Acceptance (Notification of Award) reference no [insert reference no.] dated [insert date]

VOLUME II

- 1.1.3. Section 3: Conditions of Contract :
 - (i) Special Conditions of Contract (SCC)
 - (ii) General Conditions of Contract (GCC)
- 1.1.4. Section 4: Contract Forms

VOLUME III (1)

- 1.1.5. Section 5: Employer's Requirement {the contents of Employer's Requirements include by reference the contents of Volume-III (2) and Volume –II(3)}

VOLUME III (2)

- 1.1.6. Technical Specifications
 - Part-I: Technical Specification for E & M Equipment
 - Part-II: Technical Data Sheet

VOLUME III (3)

- 1.1.7. Drawings - E & M System Drawings

VOLUME IV

- 1.1.8. Contractor's Bid, excluding Priced Schedules but including the completed Bidding Forms submitted with the Letter of Bid.

1.2 Order of Precedence

The Contract shall be read as a whole giving effect to each provision. In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above. However, Price Schedules appended to the Contract Agreement (Volume-I) shall be referred and shall have precedence on price matters only. For all technical matters, scope etc., Technical Specifications & Tender Drawings (Volume-III 1/2/3) shall have precedence over Price Schedules

1.3 Definitions

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the Conditions of Contract and other documents forming part of the Contract Documents.

**Article 2
Contract Price and
Terms of Payment**

2.1 Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of [*amounts in words*], [*amounts in figures*] as specified in the Letter of Acceptance, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

**Article 3
Obligations and
Considerations**

- 3.1 In consideration of the payments to be made by the Employer to the Contractor, the Contractor hereby covenants with the Employer to:

- 3.1.1 execute and complete the Facilities/ Works to the satisfaction of the Employer in accordance with the Contract; and
3.1.2 remedy the defects therein in conformity with and in all respects as per the provisions of the Contract.

**Article 4
Effective Date and
Time for Completion**

4.1 Effective Date (Reference GCC Clause 1)

The Effective Date upon which the period until the Time for Completion of the Facilities shall be counted from is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor.

- (b) As per GCC Clause 10.2, the Employer has discharged its responsibility for acquiring and providing legal and physical possession of the Site and reasonable access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way; and has accorded all rights of access thereto to the Contractor.
- (c) The Employer has issued the Notice to Proceed stipulating the Commencement Date which shall not be later than 7 days after the date of the Notice to Proceed.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 4.2 If the Commencement Date as per the Notice to Proceed listed under 4.1 (c) is later than 7 days after the date of Notice to Proceed, the Commencement Date shall be the Effective Date.
- 4.3 Once the Effective Date is determined as per the aforesaid provisions, the Employer shall notify the Effective Date to the Contractor in writing, and the Time for Completion of the Works shall be reckoned from the Effective Date so notified.
- 4.4 The Time for Completion of the Facilities as a whole shall be *[insert Time for Completion]* from the Effective Date as per the Time Schedule specified in Appendix 4 hereto.

Article 5. Appendixes

- 5.1 The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- 5.2 Reference in the Contract to any Appendix shall mean the Appendixes attached hereto, and the Contract shall be read and construed accordingly.

**Article 6.
Whole Agreement**

- 6.1 This Contract contains the whole agreement between the Parties and supersedes all prior agreements, understandings, representations, advice, discussion and communication, whether oral or written, except those which are expressly referred to elsewhere in this Contract.
- 6.2 This Contract may be supplemented or amended only by a written instrument or an amendment agreement in writing duly signed by both the Parties.
- 6.3 This Contract Agreement has been executed in two originals, one original shall remain with the Employer, and the second original shall remain with the Contractor

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

Signed by, for and on behalf of the Contractor

[*Signature*]

[*Signature*]

[*Title*]

[*Title*]

in the presence of

in the presence of

[*Signature*]

[*Signature*]

[*Title*]

[*Title*]

LIST OF APPENDIXES

- Appendix 1: Terms and Procedures of Payment
- Appendix 2: Price Adjustment
- Appendix 3: Insurance Requirements
- Appendix 4: Time Schedule
- Appendix 5: List of Major Items of Plant and Services and List of Approved Subcontractors
- Appendix 6: Scope of Works and Supply by the Employer
- Appendix 7: List of minimum Key Drawings/ Documents for Approval or Review
- Appendix 8: Spares List
- Appendix 9: Functional Guarantees
- Appendix 10: Price Schedules indicating Price Breakdown of Contract Price
- Appendix 11: Standards of Conduct, Anti-Bribery and Fraud

Appendix 1: Terms and Procedures of Payment

(A) Payment Procedure

- 1.1. In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, based on the Price Breakdown given in Appendix 10: Price Schedules indicating Price Breakdown of Contract Price. Payments will be made in Indian Rupee (INR/ Rs.) as quoted by the Bidder and incorporated by the Contract.
- 1.2. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.
- 1.3. All payments shall be made through Bank Transfer/ Cheque/ RTGS within 30 days after submission of the requisite documents as specified, subject to acceptance thereof by the Employer. Date of transfer of funds in Contractor's account shall be considered date of release of payment to the Contractor.
- 1.4. "Billable Items" are listed in Appendix 10 to the Contract Agreement. Further billing breakup, if any, issued by the Employer during the currency of the Contract, shall also be used for the purpose of billing. Items not listed in the Price Schedule but otherwise required for Completion of the Facilities/ Works in all respect shall also be in the scope of the Contractor. The costs of such "Non- billable Items" are deemed to be included in the contract price of "Billable Items" indicated in the Price Schedule. The payment shall be made on billable item wise basis only as indicated in Price Schedule and further billing breakup if any issued by the Employer.
- 1.5. Valid Contract Performance Security (as specified in GCC/ SCC Clause 13.3) to be furnished by the Contractor as per the Contract and accepted by the Employer, shall be a condition precedent for release of the advance and progressive payment.
- 1.6. Further, for release of any advance payment, requisite securities (as specified in GCC/ SCC Clause 13.2) to be furnished by the Contractor and accepted by the Employer, shall also be a condition precedent.
- 1.7. In case, the Time for Completion gets extended then the Contractor shall extend the validity of the Contract Performance Security till 90 days beyond the date of Operational Acceptance as may be extended from time to time.

(A) Terms of Payment

Schedule No. 1 - Plant and Mandatory Spare Parts to be supplied from outside or within India

(The prices indicated in this Schedule are on FOR (named place of final destination [*insert the details*]) including prices for port handling and custom clearance wherever applicable, inland transportation to the named place of final destination, transit insurance, and other services incidental to delivery of the plant and mandatory spares at Site, and includes all customs and import duties and other taxes and duties already paid or payable on the components and raw material used in the manufacture or assembly of plant and mandatory spares and/or the finished plant and mandatory spare of foreign origin to be imported or previously imported, considering all input credits wherever applicable, The FOR price is excluding Goods and Service Tax (GST) which has been indicated separately in the Schedule.

In respect of Plant and Mandatory Spare Parts to be supplied from outside or within India, the payments shall be made as under and subject to the specified terms and condition:

- i. Ten percent (10%) of the total FOR amount, along with GST thereon, as an advance payment against:
- receipt of invoice, and
 - an irrevocable advance payment security (as specified in GCC/ SCC Clause 13.2) for the equivalent amount made out in favor of the Employer. (The advance payment security may be reduced in proportion to the value of the plant and mandatory spare parts delivered to the site, as evidenced by delivery documents). The advance payment security shall remain valid till one year after taking over of both machines.
- ii. Ten percent (10%) of the total FOR amount, along with GST thereon, as an advance payment against:
- Finalisation of PH layout drawings & furnishing unpriced copy of purchase order for following major equipment:
 - Powerhouse EOT crane
 - Generator
 - Turbine Runner raw material
 - Unit Transformers
 - receipt of invoice,
 - an irrevocable advance payment security (as specified in GCC/ SCC Clause 13.2) for the equivalent amount made out in favor of the Employer. (The advance payment security may be reduced in proportion to the value of the plant and mandatory spare parts delivered to the site, as evidenced by delivery documents),
- iii. Fifty five percent (55%) of the pro rata FOR amount, along with GST thereon, upon dispatch to the site against:
- receipt of invoice indicating description of the dispatched plant and mandatory spare parts, quantity, unit price and total amount,
 - packing list identifying contents of each package,
 - dispatch clearance certificate issued by Employer / Engineer-in-Charge,
 - certificate of approval of Contractor's factory inspection report by the Employer / Engineer-in-Charge,
 - original and 3 copies of insurance coverage as per Appendix 3 (Insurance Requirements),
 - dispatch documents, including challan number, lorry number etc., and
 - consignee copy of consignment note.
- iv. Ten percent (10%) of the pro rata FOR amount, shall be paid, along with GST thereon after completion of erection & commissioning of unit no 1. against:
- receipt of invoice, and
 - certification by the Engineer-in-Charge
- v. Fifteen percent (15%) of the FOR amount, pro rata, along with GST thereon, upon issue of the Completion Certificate , performance testing & taking over of Unit -1 and Unit -2 against:
- receipt of invoice, and
 - issue of Completion Certificate for Unit-1 or Unit-2, by the Engineer-in-Charge.
- .

Schedule No. 2 - Installation and Other Services

(The prices indicated in this Schedule (excepting the prices for port handling and custom clearance wherever applicable, inland transportation to the named place of final destination, transit insurance, and other services incidental to delivery of the plant and mandatory spares at site, which are included in Schedule1) are including prices for all labor, contractor's equipment, temporary works, materials, consumables, and all matters and things of whatsoever nature, unloading and storage at site, installation and civil works, insurance as specified, including Testing and Commissioning including performance testing in respect of all the Plant, operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Contract, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies, and charges payable in India or abroad but, considering all input credits wherever applicable. The prices are excluding the Goods and Service Tax (GST) payable in India on direct transactions between Employer and the Contractor, which has been indicated separately in the Schedule.

In respect of installation services, the following payments shall be made as under and and subject to the specified terms and condition:

- i. Ten percent (10%) of the total installation and other services amount, along with GST thereon, as an advance payment against:
 - receipt of invoice, and
 - an irrevocable advance payment security (as specified in GCC/ SCC Clause 13.2) for the equivalent amount made out in favor of the Employer. (The advance payment security may be reduced in proportion to value of work performed by the Contractor as evidenced by the invoices for installation services paid).
- ii. Eighty percent (80%) of the measured value of work performed by the Contractor, along with GST thereon, during the preceding month, as evidenced by the Employer's authorization of the Contractor's application, will be made against:
 - receipt of invoice, and
 - proof of having taken out and maintaining in effect, the insurance set forth in Appendix 3 for the activities related to Site.
- iii. Five percent (5%) of the Installation and Other Services amount, pro rata, along with GST thereon, upon issue of the Completion Certificate for Unit -1 and Unit -2 , respectively, against:
 - receipt of invoice, and
 - issue of Completion Certificate for Unit-1 or Unit-2, as the case may be, by the Engineer-in-Charge.
- iv. Five percent (5%) of the total Installation and Other Services amount, along with GST thereon, against:
 - receipt of invoice, and
 - issue of the Operational Acceptance Certificate for the Facilities, by the Employer/ Engineer-in-Charge.

Appendix 2: Price Adjustment

Prices payable to the Contractor, in accordance with the Contract, shall not be subject to any adjustment on account changes in the cost of labor and material components etc. or for any such reason and, accordingly the Contract Price shall remain firm and fixed throughout the period of the Contract.

Appendix 3: Insurance Requirements

(A) Types of Insurance to Be Taken Out by the Contractor

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the types of insurance set forth in GCC Clause 34 and the types of insurance set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities under the provisions of GCC Clause 34. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer's inability as aforesaid.

(a) Cargo Insurance

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the construction equipment to be provided by the Contractor or its Subcontractors.

Amount In INR	Deductible limits in INR	Parties insured [names]	From [place]	To [place]
FOR price, as per Schedule No. 1 of Appendix 10 to the Contract Agreement, for each shipment of Plant and Mandatory Spare Parts, and full replacement value of the Construction Equipment to be supplied from outside or within India + the GST.	NIL	Contractor & Employer, read in conjunction with GCC Clause 34	Place of Manufacturing Works, Warehouse, Stores, Factory, Port-of-Disembarkation, etc., as the case may be, from where the shipment is dispatched	Warehouse/ store at final destination Site
<p>i. If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company, provided that such add-on cover(s)/ supplementary cover(s) are not specified in GCC Clause 34.</p> <p>ii. The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy</p>				

and include the name of the Employer as jointly Insured in the endorsements to the open policy.

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

Amount In INR	Deductible limits In INR	Parties insured [names]	From [Time]	To [place]
110% of the total FOR price, as per Schedule No. 1 of Appendix 10 to the Contract Agreement, of Plant and Mandatory Spare Parts to be supplied from outside or within India + the GST And 110% of the total price, as per Schedule No. 2 of Appendix 10 to the Contract Agreement, of Installation and Other Services + the GST	Minimum deductible as per Tariff Advisory Committee guidelines	Contractor & Employer, read in conjunction with GCC Clause 34	Receipt at site of first lot of the Plant and Equipment including mandatory Spares	Up to Operational Acceptance with extended maintenance coverage as specified
<p>i. The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account.</p> <p>ii. The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.</p> <p>iii. If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.</p> <p>iv. The add-on covers as specified in GCC Clause 34 shall also be taken by the Contractor:</p>				

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

Amount [in currency(ies)]	Deductible limits In INR	Parties insured [names]	From [Time]	To [Time]
The third party liability limit shall be 10% of the total Contract Price for single occurrence/multiple occurrences in aggregate during the entire policy period.	Minimum deductible as per Tariff Advisory Committee guidelines	Contractor/ Sub-contractor, read in conjunction with GCC Clause 34	Commencement of work at Site	End of Defect Liability Period
i. The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account				

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether owned by them or not) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements

(e) Workers' Compensation

- (I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.
- (II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing 'Workmen Compensation Policy'.

- (III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor or its Subcontractors.
- (IV) The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

(f) Contractor's Plant and Machinery (CPM) Insurance

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

(g) Employer's Liability

In accordance with the Public Liability Insurance Act applicable in the country where the Contract or any part thereof is executed.

(h) Professional Indemnity Insurance

To the extent, if any, that the Contractor is responsible for the design of Facilities or part thereof, and/or any other design under the Contract, and consistent with other relevant provisions in the Contract, the Contractor shall effect and maintain professional indemnity insurance against liability arising out of any act, error or omission by the Contractor in carrying out the Contractor's design obligations in an amount not less than 120% of the value of the Contract and such professional indemnity insurance shall also indemnify the Contractor against liability arising out of any act, error or omission by the Contractor in carrying out the Contractor's design obligations under the Contract that results in the Facilities, or part thereof, when completed, not being fit for the intended purpose(s). The Contractor shall maintain this insurance till successful completion of Defect Liability

(i) Other Insurance

The Contractor is also required to take out and maintain at its own cost any other insurance as statutorily required.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub clause 34.1, except for the Third Party Liability, Workers' Compensation, and Employer's Liability Insurance, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Subclause 34.1, except for the Cargo, Workers' Compensation and Employer's Liability Insurance. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

(B) Insurances to be taken out by the Employer

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Amount	Deductible limits	Parties Insured	From	To
_____ NIL _____				

-- End --

Appendix 4: Time Schedule

1. The Time Schedule for Completion of the Facilities under the Contract shall be as follows:

Sl. No.	Activities	Time for Completion from the Effective Date of the Contract				
	Taking Over by the Employer upon successful Completion of:					
1	<p>Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh IFB No: KEYI-W002-EM</p> <p>Contract Title: Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh</p>	<ul style="list-style-type: none">• For whole of the facilities: 30 months.• For parts of the Facilities: <table><tr><td>Unit-1</td><td>28 months</td></tr><tr><td>Unit-2</td><td>30 months</td></tr></table>	Unit-1	28 months	Unit-2	30 months
Unit-1	28 months					
Unit-2	30 months					

- 1.1 The activity(ies) under the Contractor's programme for Completion of the Facilities under the Contract shall be in the form of a master network (MNW) and shall identify the various activities like design, engineering, manufacturing, supply, installation, factory testing, transportation to site, site testing and commissioning, trial operation, operational acceptance and Completion/Taking Over etc. of the Facilities or specific part thereof (where specific parts are specified in the Contract). The network shall conform to the above Time Schedule for Completion. Engineering drawing and data submission schedule shall also be discussed and finalized.
- 1.2. Liquidated damages for delay in Completion of the Facilities or specific part thereof (where specific parts are specified in Contract) at rates specified in the Contract shall be applicable beyond the Time for Completion specified above or any extension thereof granted by the Employer as per the Contract.
- 1.2 The Employer reserves the right to request minor changes in the Completion schedule at any time during the currency of the Contract.
- 1.3 The detailed Network(s)/ bar charts and project implementation plans & programmes shall be prepared by the Contractor in conformity with the Time Schedule for Completion and as per the requirement specified in Contract, and submitted to the Employer within 28 days from the Effective Date of the Contract, for the Employer's approval. Upon approval by the Employer, it shall form a part of the Contract.
- 1.4 **Time for Completion is the essence of Contract.**

Appendix 5: List of Major Items of Plant and Services and List of Approved Subcontractors

A list of major items of plant and services is provided below.

The following Subcontractors and Manufacturers are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub clause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Major Items of Plant and Services	Approved Subcontractors and Manufacturers	Nationality

Further, Installation and Other Services to be performed at the Site by the Contractor under the Contract shall not be subcontracted without the prior approval of the Project Manager/Employer. However, such approval shall not be necessary for engaging labour or entering into labour sub-contracts.

Appendix 6: Scope of Works and Supply by the Employer

The following personnel, facilities, works, and supplies will be provided or supplied by the Employer, and the provisions of GCC Clauses 10, 21, 24 and 25, and Section: Employer's Requirements, shall apply, as appropriate.

All personnel, facilities, works, and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub clause 18.2.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel	Charge to Contractor (if any)
Operating personnel for Pre-commissioning, Commissioning, Trial run and Operational Acceptance of the Facilities/ Works shall be provided by the Employer.	NIL
The Contractor shall provide, at his cost, such labour, materials, apparatus, and other necessary equipment as may be required for Pre-commissioning, Commissioning, Trial run and Operational Acceptance of the Facilities/ Works or any part thereof. The Employer will not be supplying any consumables, spares, equipment, tools, etc. to the Contractor for the same except as specifically agreed in the Contract.	

Services, works and facilities	Charge to Contractor (if any)
Roads for reasonable approach and access to Site shall be provided by the Employer. While efforts will be made to keep the approach roads open through-out the year, the Employer shall not be responsible for any damage or loss suffered by the Contractor due to closure of the road(s) on account of snow falls, landslides, weather conditions or any other reasons whatsoever.	NIL In case, however, highways and bridges are damaged on account of breach in the transportation limits set in the Contract and other Applicable Laws by the Contractor, he shall be liable to restore the highways and bridges to their original condition at his expense. Contractor is advised to conduct road survey and limit the consignment weight and dimension accordingly before dispatch.

<p>The Employer, shall, for the duration of execution of the Contract, make available on the Site developed/ levelled, land for construction of Contractor's temporary houses for staff and labour, field offices, stores, and workshop required for execution of the Contract within a radius of 10 km from the Site. The Final Payment Certificate shall not be issued, until and unless the Contractor has handed over the possession of vacant land allotted to him for the above purpose as per direction of the Engineer-in-Charge. The requirement of land for above purpose shall be communicated by the Contractor to the Employer during execution of the works for Completion of the Facilities. The requirement shall conform to industry standards.</p>	<p>NIL</p> <p>Development, levelling and dressing of the Site and construction of temporary roads, as per plan approved by the Engineer-in-Charge shall be done by the Employer at his own cost. However, the construction of the Contractor's offices, workshop and houses shall be in the Contractor's scope.</p>
<p>Electricity and Water</p>	<p>Charge to Contractor (if any)</p>
<p>The Contractor shall be entitled to use for the purposes connected with or related to execution of works for the Facilities under the Contract at Site, such supplies of electricity and water as may be available with the Employer on the Site, and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer for the usage at the applicable tariff plus Employer's overheads, if any, for such use. Where such supplies are not available or not sufficient, the Contractor shall make his own arrangement for provision of any supplies of water and electricity he may require for all the purposes connected with or related to execution of works for the Facilities under the Contract at Site</p>	<p>The Contractor shall pay the Employer for the usage at the applicable tariff plus Employer's overheads, if any, for use of such supplies of electricity and water as may be available with the Employer on the Site.</p>
<p>Communication Facilities</p>	<p>Charges to the Contractor (if any)</p>
<p>The Contractor shall also make arrangement of suitable numbers of mobile phones at his cost to facilitate communication with the Employer and the Engineer-in-Charge.</p> <p>The Contractor shall be entitled to use for the purposes connected with or related to execution of works for the Facilities under the Contract at Site, communication facilities as may be available with the Employer on the Site and shall provide any apparatus</p>	<p>The Contractor shall pay the Employer for the usage at the applicable tariff plus Employer's overheads, if any, for use of such communication facilities as may be available with the Employer on the Site.</p>

necessary for such use. The Contractor shall pay the Employer for the usage at the applicable tariff plus Employer's overheads, if any, for such use. Where such facilities are not available or not sufficient, the Contractor shall make his own arrangement for such facilities he may require for all the purposes connected with or related to execution of works for the Facilities under the Contract at Site

Supplies by the Employer (Employer Supplied Material)	Charge to Contractor (if any)
NIL	NIL

Appendix 7: List of minimum Key Drawings/ Documents for Approval or Review

Pursuant to GCC Sub clause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GCC Subclause 18.2 (Program of Performance), the following documents for

(A) Approval

- 1.....
- 2.....
- 3.....

(B) Review

- 1.....
- 2.....
- 3.....

Appendix 8: Spares List

Appendix 9: Functional Guarantees

1. The minimum (or a maximum, as the case may be) requirements stated in the Technical Specification for functional guarantees required as per the Technical Specification in Employer's Requirements are:

Functional Guarantee	Minimum (or a maximum, as the case may be) Requirements <i>[as required in the Specification]</i>
1. Weighted average efficiency -Turbine	91.5% (minimum)
2. Weighted average efficiency -Generator	97.0 % (minimum)
3. Runaway speed	< 1.8 times the rotating speed

2. The functional guarantees of the Facilities, guaranteed by the Contractor in response to the Technical Specifications in Section (Employer's Requirements), are as under:

Functional Guarantee	Minimum (or a maximum, as the case may be) <i>(As guaranteed by the Contractor)</i>
1. Weighted average efficiency -Turbine% (minimum)
2. Weighted average efficiency -Generator% (minimum)
3. Runaway speed times the rotating speed

3. Functional guarantee parameters & Liquidated damages-

If, the Functional Guarantees, guaranteed by the Contractor and specified in para 2 above are not attained in field guarantee test at site as per relevant IEC, either in whole or in part, but the minimum (or a maximum, as the case may be) level of the Functional Guarantees specified in para 2 above is met, the Contractor shall, at the Contractor's option, either

- make such changes, modifications, and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees within a mutually agreed time at its cost and expense, and shall request the Employer to repeat the Guarantee Test or
- pay **liquidated damages** to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions herein below:

A. Unit Turbine Output:

Shortfall	Liquidated damages
For each one tenth of one percent (0.1%) shortfall in tested value of rated output vis-à-vis corresponding guaranteed value of output without any tolerance on measured values.	@ INR 1.7 million per 0.1 % fall in guaranteed output of turbine at rated net head

Unit Turbine weighted average efficiency:

Shortfall	Liquidated damages
For each one tenth of one percent (0.1%) shortfall in tested value of weighted average efficiency vis-à-vis corresponding guaranteed value of weighted average efficiency after accounting for the tolerances as per IEC.	@ INR 1.7 million per 0.1 % fall in guaranteed weighted average efficiency of turbine.

For fractional values of shortfalls in percentage, the liquidated damages amount shall be computed on pro-rata basis. The liquidated damages on account of shortfall of output and weighted average efficiency shall be computed separately & the total amount of liquidated damages shall be the sum of both.

The Turbine weighted average efficiency shall be computed at rated net head of 125.45 m based on the under mentioned formula.

$$T_{\eta_{av}} = 0.7 \times T_{\eta_{100}} + 0.15 \times T_{\eta_{80}} + 0.1 \times T_{\eta_{60}} + 0.05 \times T_{\eta_{50}}$$

Where

$T_{\eta_{av}}$ is the weighted average efficiency of Turbine

$T_{\eta_{100}}$, $T_{\eta_{80}}$, $T_{\eta_{60}}$, $T_{\eta_{50}}$ are the guaranteed efficiency at 100%, 80%, 60% & 50% of rated output at rated net head of 125.45 m.

B. Unit Generator output

Shortfall	Liquidated damages
For each one tenth of one percent (0.1%) shortfall in tested value of rated output vis-à-vis corresponding guaranteed value of output	@ INR 1.7 million per 0.1 % fall in guaranteed output of Generator at rated voltage & speed.

Unit Generator weighted average efficiency

Shortfall	Liquidated damages
For each one tenth of one percent (0.1%) shortfall in tested value of weighted average efficiency vis-à-vis corresponding guaranteed value of weighted average efficiency.	@ INR 1.7 million per 0.1 % fall in guaranteed weighted average efficiency of Generator at rated voltage & speed.

For fractional values of shortfalls in percentage, the liquidated damages amount shall be computed on pro-rata basis. The liquidated damages on account of shortfall of output and weighted average efficiency shall be computed separately & the total amount of liquidated damages shall be the sum of both.

The generated weighted average efficiency shall be computed at rated speed 600 rpm & rated voltage of 11 KV based on the under mentioned formula.

$$G_{\eta_{av}} = 0.7 \times G_{\eta_{100}} + 0.15 \times G_{\eta_{80}} + 0.1 \times G_{\eta_{60}} + 0.05 \times G_{\eta_{50}}$$

where

$G_{\eta_{av}}$ is the weighted average efficiency of generator

$G_{\eta_{100}}$, $G_{\eta_{80}}$, $G_{\eta_{60}}$, $G_{\eta_{50}}$ are the guaranteed efficiency at 100%, 80%, 60% & 50% of rated output at rated net head of 125.45 m.

4. Cavitation / pitting Performance Guarantee:

The Contractor shall guarantee each turbine against excessive pitting caused by cavitation for a period of two years from the date of issue of the acceptance certificate or for 8000 running hours, whichever is the shorter. Excessive pitting shall be defined as follows as per IEC-60609-1.

$$m = KD^2 / 8000$$

Where: m = metal loss rate, kg/h

D = runner discharge diameter, m

$$K = 0.6$$

Should more metal be removed within the above stated period, the Contractor shall replace/repair the runner & other components free of cost. The method of rectification shall be decided by the Contractor in consultation with Purchaser taking into account the extent of damage.

Contractor shall indicate the cavitation free regime of operation [50% to 100% of rated load. It shall also be indicated in a graphic presentation for extremes at various head and tail water level conditions.

The Contractor shall guarantee that the material loss due to cavitation during a period of not less than 8,000 operating hours from the date of taking over of machine will not impair the strength of the runner or be measurably detrimental to the efficiency & output of the turbine.

In case of excessive cavitation, the Contractor shall, at his own cost, correct the condition by reshaping or resurfacing, grinding, polishing, building up by welding or by any other means and rectify / replace the parts thus affected and carry out such modifications in design and such improvement in the manufacture and finish as may be required to minimize and contain cavitation pitting within permissible limit. The turbine after such modifications, repair and replacement shall be subject to the same guarantees as for the original equipment.

The period of modification, during which unit is not in service or cannot be put to its intended use, shall count towards delay in commissioning and liquidated damages for delay as per Conditions of Contract shall be applicable.

5. Limitation of liability

The Contractor's aggregate liability to pay liquidated damages for failure to attain the functional performance guarantees i.e. short fall in guaranteed output and efficiency of Turbine and Generator shall not exceed Ten percent (10.0 %) of the Contract Price.

6. Minimum acceptable level of efficiency of Turbine and Generator-

Functional Guarantee	Minimum (or a maximum, as the case may be) Requirements <i>[as required in the Specification]</i>
1. Weighted average efficiency -Turbine	91.5% (minimum)
2. Weighted average efficiency -Generator	97.0 % (minimum)

7. Rejection Limit

Employer shall have right to reject the equipment in case, the output & weighted average efficiency of turbine & generator attained in the field efficiency test as per relevant IEC is lower by 2% or more.

Appendix 10: Price Schedules indicating Price Breakdown of Contract Price

Appendix - 11

STANDARDS OF CONDUCT, ANTI-BRIBERY AND FRAUD

1. REQUIRED STANDARDS OF CONDUCT

- (a) The Contractor acknowledges that it has read and understood:
- (i) the InfraCo Asia (“**InfraCo**”) code of conduct (as displayed within www.infracoasia.com) (as may be amended from time to time) (the “**InfraCo Code**”); and
 - (ii) the codes and policies of the PIDG (as displayed within www.pidg.org) (as may be amended from time to time),
- and in connection with the Contract, its performance and conduct of the Works, any Temporary Works, the Project and any other business transactions or dealings involving InfraCo and its affiliates, agrees to comply with the principles, standards of behaviour and ethics contained in the InfraCo Code and the codes and policies of the PIDG.
- (b) The Contractor acknowledges and agrees that it shall procure on behalf of itself and its personnel, sub-contractors that its conduct of the Contract, and all of the Contractor’s undertakings, transactions and dealings in connection with the Works, any Temporary Works, the Project or with InfraCo under this Contract shall at a minimum be compliant with and undertaken in accordance with the following:
- (i) the InfraCo Code and with the codes, policies and procedures of InfraCo;
 - (ii) the codes and policies of the PIDG;
 - (iii) the International Finance Corporation (IFC) Performance Standards on Environmental and Social Sustainability 2012 (including the related IFC Environmental, Health and Safety (EHS) General Guidelines and any other relevant IFC sector-specific guidelines) and any such updates to the same by IFC (together known as the “IFC Performance Standards”);
 - (iv) all Applicable Laws; and
 - (v) the General Conditions.
- (c) The Contractor shall not (and shall procure that its personnel and sub-contractors shall not):
- (i) offer, promise, give or authorise the giving of any Bribe, rebate, payoff, influence payment, kickback or other unlawful payment including facilitation payments, to any Public Official in order to obtain or retain business, gain any unfair advantage or influence any act or decision of a Public Official;
 - (ii) partake in any Sanctionable Practices, corrupt, obstructive, collusive or coercive practices, the financing of terrorism or make prohibited payments, or deal with funds of illicit origin;
 - (iii) breach any Applicable Laws; or
 - (iv) partake in any activity whatsoever where such activity could reasonably be expected to cause InfraCo or any of its affiliates to partake in any Sanctionable Practice or violate or to be in breach of any Applicable Laws or any of the codes, policies or procedures of InfraCo or the PIDG,

- (v) (paragraphs 1(a), 1(b) and 1(c) being the “**InfraCo Standards**”).

2. UNDERTAKINGS, REPRESENTATIONS AND WARRANTIES

- (a) The Contractor acknowledges and agrees that the Employer shall have the right to terminate or suspend its involvement, undertakings and/or dealings in connection with the Contractor without liability and with immediate effect where the Employer reasonably believes that any non-compliance or infringement of any of the InfraCo Standards has occurred.
- (b) The Contractor shall provide the Employer with such further assurances or certificates that the Employer may request from time to time, including to certify to the Employer, in writing, signed by a duly appointed and authorized officer of the Contractor, that the Contractor and its personnel, sub-contractors and any persons acting for or on behalf of the Contractor in connection with the Contract have at all times during the relevant preceding period complied with the InfraCo Standards. The Contractor shall provide such supporting evidence of compliance as the Employer may reasonably request.
- (c) The Contractor acknowledges and agrees that the Employer (itself or through its representatives) may inspect the conduct and performance of the Works and any Temporary Works and review and make copies of all relevant books, records and accounts of the Contractor in connection with the Contract, and continue to monitor and conduct background checks on the Contractor, its associates and/or affiliates for the purposes of monitoring compliance with the InfraCo Standards. The Contractor shall provide the Employer with unobstructed access to all relevant sites, books, records and accounts for such purpose.
- (d) The Contractor represents, warrants and undertakes that:
- (i) it shall do everything within its power to ensure that the Works and any Temporary Works are conducted and implemented in accordance with the InfraCo Standards;
 - (ii) that it is aware of and has considered the Employer's policy of zero tolerance towards bribery and corruption in agreeing to enter into the Contract and undertake the Works and any Temporary Works, and that it is aware of and has considered that the Employer is subject to the InfraCo Standards prohibiting improper payments and bribes to private sector persons and to Public Officials, and that neither the Contractor, nor any persons acting for or on behalf of it in connection with this Contract, has taken, or will take any action or engage in any activity which would lead to the Employer being in violation of the InfraCo Standards;
 - (iii) it does not engage in Bribery, does not direct, authorise or knowingly permit any person who acts on its behalf or provides work to it, to engage in Bribery and that it will not, during the term of this Contract, or, if different, during the period of time from the date on which this Contract is signed until this Contract expires, engage in, or direct, authorise, or knowingly permit a person acting on its behalf or providing work to it, to engage in Bribery;
 - (iv) it has not:
 - been convicted of any offence under an Applicable Law, including in relation to bribery, corruption or money laundering; or
 - been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or

- alleged offence involving bribery, corruption or money laundering or for breach of any Applicable Law;
- (v) it agrees to indemnify the Employer against any and all losses and damages resulting from or due to:
 - any Bribery or breach of an Applicable Law by it or its directors or officers made in connection with the Contract or the Works and any Exceptional Works;
 - where any of the InfraCo Standards are breached or violated due to the Contractor's actions or omissions;
 - (vi) it shall ensure compliance with the InfraCo Standards by it and its personnel, sub-contractors and any persons acting for or on behalf of the Contractor in connection with the Contract;
 - (vii) it does not, and will not, make any political donations for the benefit of, or on behalf of the Employer, or in relation to the Contract;
 - (viii) neither it or any of its shareholders, beneficial owners or affiliates are designated as a Restricted Party;
 - (ix) it will not delegate the performance of Works under the Contract or otherwise engage any sub-contractor or agent in relation to the Works or any Temporary Works without the prior written approval of the Employer in accordance with Clause 1.7 of the General Conditions of Contract [*Sub-Contracting*], and will ensure that any such assignment is set out in a written agreement which incorporates all material terms of this Contract regarding conduct, compliance, confidentiality and representations and warranties, and that the Employer shall be a third party beneficiary of, and entitled to enforce, such provisions; and
 - (x) any material breach or violation of any of these representations and warranties will entitle the Employer with no liability to terminate or suspend all dealings and arrangements with the Contractor with immediate effect.

3. DEFINED TERMS

The terms as used in this Appendix 5 shall have the means ascribed below:

- (a) **"Bribe" or "Bribery"** is where:
 - (i) a person:
 - provides a benefit to another person; or
 - causes a benefit to be provided to another person; or
 - offers to provide, or promises to provide, a benefit to another person; or
 - causes an offer of the provision of a benefit, or a promise of the provision of a benefit, to be made to another person; and
 - (ii) the benefit is not legitimately due to the other person; and
 - (iii) the first-mentioned person does so with the intention of influencing a Public Official (who may be the other person) in the exercise of the Public Official's duties as a Public Official in order to:
 - obtain or retain business; or

- obtain or retain a business advantage that is not legitimately due to the recipient or intended recipient of the business advantage (who may be the first-mentioned person).
- (b) **“Public Official”** means any individual who holds a legislative, administrative or judicial position of any kind (whether appointed or elected) of a country or territory, or subdivision thereof, exercises a public function for a country or territory, or subdivision thereof, or for any public agency or public enterprise of any country or territory, or subdivision thereof, or is an official or agent of a public international organisation.
- (c) **“Restricted Party”** means any person who is identified from time to time by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by InfraCo, PIDG (including its members or donors), and/or any of their affiliates are prohibited or restricted.
- (d) **“Sanctionable Practice”** means any of the following:
 - (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) any arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) impairing or harming, or threatening to impair or harm, directly or indirectly, any part of the property of a party to influence improperly the actions of the party;
 - (v) engaging in any activity, or entering into any transaction, either principally or through some other person, or being involved with any person (i) in breach of any Applicable Law, (ii) prohibited by any resolution issued by the United Nations Security Council or UN Charter; (iii) sanctioned or prohibited by any of the United Nations (including in relation to the United Nations Security Council or UN Charter), the European Union, World Bank or a member of the PIDG, (iv) on the World Bank Listing of Ineligible Firms from time to time, or (v) convicted, indicted, or subjected to any similar criminal sanction for engaging in money laundering or financing of terrorism;
 - (vi) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statement to investigators in order to materially impede any investigation or enquiry by or on behalf of InfraCo or its affiliates or the PIDG, or their duly appointed representatives, advisors or constituted members into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (vii) actions or inactions intended to impede the exercise of any rights of audit and access to information of InfraCo or its affiliates or the PIDG, or their duly appointed representatives, advisors or constituted members.

Performance Security Form

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

Letter of Acceptance/Contract Reference No.....dated.....

..... *[Package Name/ Contract Title]*.....

TO: *[Name and address of the Employer]*

.....

.....

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide reference no. *[insert reference no. of the Letter of Acceptance / Contract]*.... dated *[insert date of the Letter of Acceptance / Contract]*

BETWEEN

You, [*name of the employer*], a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at [*address of the Employer*] (hereinafter called "**the Employer**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

AND

(Applicable only in case of sole bidder)

[*name of the contractor*], a corporation incorporated under the laws of [*country of the contractor*] under [*insert the relevant Act/ Statute*] and having its principal place of business at [*address of the contractor*] and Registered Office at [*address of the registered office of the contractor*] (hereinafter called "**the Contractor**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

Or

(Applicable only in case of Joint Venture)

Joint Venture (JV) of [*Name of Lead Partner*] (the Lead Partner of JV), a company incorporated under the laws of [*country of the Lead Partner*] under [*insert the relevant Act/ Statute*] and having its principal place of

business at [address of the Lead Partner] and Registered Office at [address of the registered office of the Lead Partner and other partner(s):

- (i) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Partner] and Registered Office at [address of the registered office of the Partner]; and
- (ii) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Partner] and Registered Office at [address of the registered office of the Partner] ,

(hereinafter called “**the Contractor**” which expression shall unless repugnant to the context or meaning thereof include the successors and assigns of the respective partners of the Joint Venture)

for design, manufacture, testing, delivery, installation and providing the required services, completing and commissioning of the Facilities and undertaking all other related and associated actions as may be required for Operational Acceptance of the Plant under the Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh IFB No: DDHP/ Keyi/ EM Package/ Package -2 (“the Facilities”) by the Contractor and the Taking Over of the Facilities by the Employer subsequent to its Completion by the Contractor.

By this letter we, the undersigned,[insert name & address of the issuing bank], a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at[insert address of registered office of the bank]..... do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of [dd/mm/yyyy]....

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of [dd/mm/yyyy]..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

“Notwithstanding anything contained herein:

- 1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures)_____ [_____ (value in words)_____].***
- 2. This Bank Guarantee shall be valid upto _____(validity date)_____.***
- 3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.”***

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s):

Tel._____ Mobile_____

Fax Number_____

email _____
Common Seal of the Bank _____
Witness: _____
Signature _____
Name _____
Address _____
Contact Number(s): _____
Tel. _____ Mobile _____
email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided.
4. If the bank issuing performance security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.

Bank Guarantee Form for Advance Payment

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

Letter of Acceptance/Contract Reference No.....dated.....

..... *[Package Name/ Contract Title]*.....

TO: *[Name and address of the Employer]*

.....
.....

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") vide reference no. *[insert reference no. of the Letter of Acceptance / Contract]*.... dated *[insert date of the Letter of Acceptance / Contract]*

BETWEEN

You, *[name of the employer]*, a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at *[address of the Employer]* (hereinafter called "**the Employer**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns)

AND

(Applicable only in case of sole bidder)

[name of the contractor], a corporation incorporated under the laws of *[country of the contractor]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[address of the contractor]* and Registered Office at *[address of the registered office of the contractor]* (hereinafter called "**the Contractor**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

Or

(Applicable only in case of Joint Venture)

Joint Venture (JV) of *[Name of Lead Partner]* (the Lead Partner of JV), a company incorporated under the laws of *[country of the Lead Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of

business at [address of the Lead Partner] and Registered Office at [address of the registered office of the Lead Partner and other partner(s):

- (i) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Partner] and Registered Office at [address of the registered office of the Partner]; and
- (ii) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Partner] and Registered Office at [address of the registered office of the Partner] ,

(hereinafter called “**the Contractor**” which expression shall unless repugnant to the context or meaning thereof include successors and assigns of the respective partners of the Joint Venture)

for design, manufacture, testing, delivery, installation and providing the required services, completing and commissioning of the Facilities and undertaking all other related and associated actions as may be required for Operational Acceptance of the Plant under the Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh NIT/RFB No: DDHP/ Keyi/ EM Package/ Package -2 (“the Facilities”) by the Contractor and the Taking Over of the Facilities by the Employer subsequent to its Completion by the Contractor.

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor Advance Payment(s) against furnishing of an irrevocable bank guarantee for amount of Indian Rupees.....[insert amount in figures and words].

By this letter we, the undersigned,[insert name & address of the issuing bank], a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at[insert address of registered office of the bank]..... do hereby irrevocably guarantee repayment of Indian Rupees.....[Amount of the bank guarantee in figures and words]..... upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment(s), taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment(s) are received by the Contractor up to ninety (90) days beyond the date on which the entire Advance Payment(s) has been fully adjusted in terms of the Contract i.e., up to ninety (90) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto ninety (90) days beyond the date of Completion of the Facilities by the Employer i.e. upto and inclusive of [dd/mm/yyyy].....

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____
[_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided.
4. If the bank issuing performance security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.

Form of Extension of Bank Guarantee

Ref. No.....

Dated:.....

To: *[Name and address of the Owner/ Employer]*

Dear Sirs,

Sub.: Extension of Bank Guarantee No. dated for, issued to you on behalf of M/s.*(insert name of the Contractor)* in respect of Contract No. dated for *(insert name of the Contract)* (hereinafter referred to as and called original Bank Guarantee).

At the request of M/s..... *(insert name of the Contractor)*, We*(insert name & address of the issuing bank)*, a Bank organized under the laws of and having its Registered/Head Office at*(insert address of registered office of the bank)*..... do hereby extend our liability under the above-mentioned Guarantee No. Dated for a further period of Years/Months from to expire on

Except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]
Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

Form of Indemnity Bond to be executed by the Contractor for the Plant and Mandatory Spares Handed Over in One Lot by Employer for Performance of its Contract (Reference GCC Clause 13.4)

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of 20..... BY:

(Applicable only in case of sole bidder)

[name of the contractor], a corporation incorporated under the laws of [country of the contractor] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the contractor] and Registered Office at [address of the registered office of the contractor] (hereinafter called "**the Contractor**" or "Obligor" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

Or

(Applicable only in case of Joint Venture)

Joint Venture (JV) of [Name of Lead Partner] (the Lead Partner of JV), a company incorporated under the laws of [country of the Lead Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Lead Partner] and Registered Office at [address of the registered office of the Lead Partner] and other partner(s):

- (i) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Partner] and Registered Office at [address of the registered office of the Partner]; and
- (ii) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Partner] and Registered Office at [address of the registered office of the Partner] ,

(hereinafter called "**the Contractor**" or "Obligor" which expression shall unless repugnant to the context or meaning thereof include successors and assigns of the respective partners of the Joint Venture)

IN FAVOUR OF

[name of the employer], a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at [address of the Employer] (hereinafter called "**the Employer**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

WHEREAS

- i. the Employer has awarded to the Contractor a Contract vide reference no. [insert reference no. of the Letter of Acceptance / Contract]... dated [insert date of the Letter of Acceptance / Contract], and its Amendment No. <applicable when amendments have been issued> (hereinafter called the "Contract") for design, manufacture, testing, delivery,

- installation and providing the required services, completing and commissioning of the Facilities and undertaking all other related and associated actions as may be required for Operational Acceptance of the Plant under the Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh NIT/RFB No: DDHP/ Keyi/ EM Package/ Package -2 ("the Facilities") by the Contractor and the Taking Over of the Facilities by the Employer subsequent to its Completion by the Contractor;
- ii. in terms of the Contract, the Employer is required to hand over Plant and Operational Spares to the Contractor for execution of the Contract; and
 - iii. by virtue of GCC Clause No 13.4 of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of the Employer for the plant and operational spares handed over to it by the Employer for the purpose of performance and providing of the Installation and Other Services (hereinafter called the "Equipment").

AND THEREFORE, this Indemnity Bond witnesseth as follows:

- i. That in consideration of various Equipment as mentioned in the Contract, valued at [*amount in words.....*] TO BE handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep the Employer indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per dispatch title documents handed over to the Contractor duly endorsed in its favour and detailed in the Schedule appended hereto. It is expressly understood by the Contractor that handing over of the dispatch title documents in respect of the said Equipment duly endorsed by the Employer in favour of the Contractor shall be construed as handing over of the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipment in trust as a Trustee for and on behalf of the Employer.
- ii. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at the Employer's project Site against all risks whatsoever till the Equipment are duly used/erected/ installed in accordance with the terms of the Contract and the Plant/ Facilities duly commissioned and operationally accepted in accordance with the terms of the Contract, and is taken over by the Employer. The Contractor undertakes to keep the Employer harmless against any loss or damage that may be caused to the Equipment.
- iii. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
- iv. That Employer is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by the Employer or Employer's Representative in this

regard. Further, the Employer shall always be free at all times to take possession of the Equipment in whatever form the equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of and demand of the Employer to return the Equipment without any demur or reservation.

- v. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer or Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at his own cost and/or shall pay the amount of loss to the Employer without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the Employer against the Contractor under the Contract and under this Indemnity Bond.

NOW THE CONDITION of this Bond is that,

IF the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of the Employer, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF,

the Contractor has hereunto set its hand through its Authorised Representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE

Particulars of the Equipment handed over	Quantity	Particulars of Dispatch title Documents		Value of the Equipment	Signature of the Attorney in token of receipt
		RR/GR No. date of lading	Carrier		

For and on behalf of
M/s.....

WITNESS

1. Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

2. Signature.....

Authorised representative

Name.....

(Common Seal)

Address.....

(In case of Company)

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney, if it is specifically for this Contract, or a photo copy of the Power of Attorney, if it is General Power of Attorney, and such documents should be attached to Indemnity Bond.

Form of Indemnity Bond to be executed by the Contractor for the Equipment Handed Over in Instalments by Employer for Performance of its Contract (Reference GCC Clause 13.4)

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of 20..... BY:

(Applicable only in case of sole bidder)

[name of the contractor], a corporation incorporated under the laws of [country of the contractor] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the contractor] and Registered Office at [address of the registered office of the contractor] (hereinafter called "**the Contractor**" or "Obligor" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

Or

(Applicable only in case of Joint Venture)

Joint Venture (JV) of [Name of Lead Partner] (the Lead Partner of JV), a company incorporated under the laws of [country of the Lead Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Lead Partner] and Registered Office at [address of the registered office of the Lead Partner] and other partner(s):

- (i) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Partner] and Registered Office at [address of the registered office of the Partner]; and
- (ii) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Partner] and Registered Office at [address of the registered office of the Partner] ,

(hereinafter called "**the Contractor**" or "Obligor" which expression shall unless repugnant to the context or meaning thereof include successors and assigns of the respective partners of the Joint Venture)

IN FAVOUR OF

[name of the employer], a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at [address of the Employer] (hereinafter called "**the Employer**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

WHEREAS

- i. the Employer has awarded to the Contractor a Contract vide reference no. [insert reference no. of the Letter of Acceptance / Contract]... dated [insert date of the Letter of Acceptance / Contract], and its Amendment No. <applicable when amendments have been issued> (hereinafter called the "Contract") for design, manufacture, testing, delivery,

installation and providing the required services, completing and commissioning of the Facilities and undertaking all other related and associated actions as may be required for Operational Acceptance of the Plant under the Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh NIT/RFB No: DDHP/ Keyi/ EM Package/ Package -2 ("the Facilities") by the Contractor and the Taking Over of the Facilities by the Employer subsequent to its Completion by the Contractor;

- ii. in terms of the Contract, the Employer is required to hand over Plant and Operational Spares to the Contractor for execution of the Contract; and
- iii. by virtue of GCC Clause No 13.4 of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of the Employer for the plant and operational spares handed over to it by the Employer for the purpose of performance and providing of the Installation and Other Services (hereinafter called the "Equipment").

NOW THEREFORE, this Indemnity Bond witnesseth as follows:

- i. That in consideration of various Equipment as mentioned in the Contract, valued at [*amount in words.....*] to be handed over to the Contractor in installments from time to time for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall Employer indemnified, for the full value of Equipment. The Contractor hereby acknowledges receipt of the initial installment of the equipment as per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent installments of the Equipment as required by Employer in the form of Schedules consecutively numbered which shall be attached to this Indemnity bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the dispatch title documents in respect of the said Equipment duly endorsed by the Employer in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipment in trust as a Trustee for and on behalf of the Employer.
- ii. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at the Employer's project Site against all risks whatsoever till the Equipment are duly used/erected/ installed in accordance with the terms of the Contract and the Plant/Facilities duly commissioned and operationally accepted in accordance with the terms of the Contract, and is taken over by the Employer. The Contractor undertakes to keep the Employer harmless against any loss or damage that may be caused to the Equipment.
- iii. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

- iv. That the Employer is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by the Employer or Employer's Representative in this regard. Further, the Employer shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of the Employer to return the equipment without any demur or reservation.
- v. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer or Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to the Employer without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the Employer against the Contractor under the Contract and under this Indemnity Bond.

NOW THE CONDITION of this Bond is that,

IF the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of the Employer, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF,

the Contractor has hereunto set its hand through its Authorised Representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE No. 1

Particulars of the Equipment handed over	Quantity	Particulars of Dispatch title Documents		Value of the Equipment	Signature of the Attorney in token of receipt
		RR/GR No. date of lading	Carrier		

For and on behalf of
M/s.....

WITNESS

1. Signature.....

Name.....

Address.....

Signature.....

Name.....

Address.....

2. Signature.....

Name.....

Address.....

Authorised Representative

(Common Seal)

(In case of Company)

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) in case of (ii), the original Power of Attorney, if it is specifically for this Contract, or a photo copy of the Power of Attorney, if it is General Power of Attorney, and such documents should be attached to Indemnity Bond.

Form of Authorisation Letter (Reference GCC Clause 13.4)

Ref. No:

Date :

To

M/s..... [*name of the contractor*]
..... [*Address of the contractor*].....
.....

REF.: Contract vide reference no. [*insert reference no. of the Letter of Acceptance / Contract*]....
dated [*insert date of the Letter of Acceptance / Contract*], and its Amendment No.
<applicable when amendments have been issued> for design, manufacture, testing, delivery,
installation and providing the required services, completing and commissioning of the Facilities and
undertaking all other related and associated actions as may be required for Operational Acceptance of the
Plant under the Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal
Pradesh NIT/RFB No: DDHP/ Keyi/ EM Package/ Package -2 ("the Facilities")

Dear Sir,

Kindly refer to Contract cited above awarded BY us,

[*name of the employer*], a company incorporated under the laws of India under the Companies Act 1956 as
amended from time to time and having its principal place of business and Registered Office at [*address of
the Employer*] (hereinafter called "**the Employer**" which expression shall unless repugnant to the context or
meaning thereof include its successors and assigns)

ON you,

(Applicable only in case of sole bidder)

[*name of the contractor*], a corporation incorporated under the laws of [*country of the contractor*] under
[*insert the relevant Act/ Statute*] and having its principal place of business at [*address of the contractor*]
and Registered Office at [*address of the registered office of the contractor*] (hereinafter called "**the
Contractor**" or "Obligor" which expression shall unless repugnant to the context or meaning thereof
include its successors and assigns).

Or

(Applicable only in case of Joint Venture)

Joint Venture (JV) of [*Name of Lead Partner*] (the Lead Partner of JV), a company incorporated under
the laws of [*country of the Lead Partner*] under [*insert the relevant Act/ Statute*] and having its principal
place of business at [*address of the Lead Partner*] and Registered Office at [*address of the registered office of
the Lead Partner*] and other partner(s):

- (i) *[Name of the Partner]*, a company incorporated under the laws of *[country of the Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[address of the Partner]* and Registered Office at *[address of the registered office of the Partner]*; and
- (ii) *[Name of the Partner]*, a company incorporated under the laws of *[country of the Partner]* under *[insert the relevant Act/ Statute]* and having its principal place of business at *[address of the Partner]* and Registered Office at *[address of the registered office of the Partner]* ,

(hereinafter called "**the Contractor**" or "Obligor" which expression shall unless repugnant to the context or meaning thereof include successors and assigns of the respective partners of the Joint Venture)

You, the Contractor are hereby authorized on behalf of the Employer to take physical delivery of Plant and Operational Spares/ Equipment/ Material covered under Dispatch Document/Consignment Note No.*..... datedand as detailed in the enclosed schedule for the sole purpose of successful performance of the aforesaid Contract and for no other purpose, whatsoever.

(Signature of Authorised Signatory)

[Name and particulars of Authorised Signatory]

Date.....

Encl: As Above.

* Mention LR/RR No.

Schedule of Plant and Operational Spares/ Equipment/ Material covered under Dispatch Title Document
(RR No./LR No.)

Sl. No.	Contract Name	LOA No./ CA No.	Description of Plant and Operational Spares/ Equipment/ Material	Identificación . No., if any	Qty.	Value	Remarks

(Signature of the Project Authority)

(Designation)

(Date)

Form of Trust Receipt for Plant and Operational Spares, Equipment and Materials Received (Reference GCC Clause 13.4)

WE,

(Applicable only in case of sole bidder)

[name of the contractor], a corporation incorporated under the laws of [country of the contractor] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the contractor] and Registered Office at [address of the registered office of the contractor] (hereinafter called "**the Contractor**" or "Obligor" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns).

Or

(Applicable only in case of Joint Venture)

Joint Venture (JV) of [Name of Lead Partner] (the Lead Partner of JV), a company incorporated under the laws of [country of the Lead Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Lead Partner] and Registered Office at [address of the registered office of the Lead Partner] and other partner(s):

- (i) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Partner] and Registered Office at [address of the registered office of the Partner]; and
- (ii) [Name of the Partner], a company incorporated under the laws of [country of the Partner] under [insert the relevant Act/ Statute] and having its principal place of business at [address of the Partner] and Registered Office at [address of the registered office of the Partner] ,

(hereinafter called "**the Contractor**" or "Obligor" which expression shall unless repugnant to the context or meaning thereof include successors and assigns of the respective partners of the Joint Venture)

HAVING BEEN

awarded Contract vide reference no. [insert reference no. of the Letter of Acceptance / Contract].... dated [insert date of the Letter of Acceptance / Contract], and its Amendment No. <applicable when amendments have been issued> for design, manufacture, testing, delivery, installation and providing the required services, completing and commissioning of the Facilities and undertaking all other related and associated actions as may be required for Operational Acceptance of the Plant under the Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh NIT/RFB No: DDHP/ Keyi/ EM Package/ Package -2 ("the Facilities")

BY

[name of the employer], a company incorporated under the laws of India under the Companies Act 1956 as amended from time to time and having its principal place of business and Registered Office at [address of the Employer] (hereinafter called "**the Employer**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns

DO HEREBY ACKNOWLEDGE THE FOLLOWING:

- i. The receipt of the Plant and Operational Spares, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of the Employer.
- ii. The aforesaid Plant and Operational Spares, Equipment and Materials so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever.

WE UNDERTAKE

not to create any charge, lien or encumbrance over the aforesaid Plant and Operational Spares Equipment and Material in favour of any other person/institution /Banks.

For M/s
(Contractor's Name)

Dated :

(AUTHORISED SIGNATORY)

Place :

SEAL OF COMPANY

Form of Completion/ Taking Over Certificate
(Available in Section: Employer's Requirements)

Form of Operational Acceptance Certificate
(Available in Section: Employer's Requirements)