



2X363.3 MW GAS BASED COMBINED CYCLE POWER PLANT

ONGC TRIPURA POWER COMPANY LIMITED

**TENDER DOCUMENT
FOR
VEHICLE HIRING SERVICES
AT
2 X 363.3 MW
GAS BASED COMBINED CYCLE POWER PLANT,
PALATANA, UDAIPUR, TRIPURA**

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ONGC TRIPURA POWER COMPANY LIMITED

**NOTICE INVITING BID (NIB)
FOR
HIRING OF VEHICLES**

FOR

2 X 363.3 MW

GAS BASED COMBINED CYCLE POWER PLANT,

PALATANA, UDAIPUR, TRIPURA

(This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).



**NOTICE INVITING BID
FOR
HIRING OF VEHICLES
AT
2 X 363.3 MW GAS BASED COMBINED CYCLE POWER PLANT AT PALATANA, TRIPURA**

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NOTICE INVITING BID ("NIB")**1.0 INTRODUCTION**

1.1 ONGC Tripura Power Company Limited (hereinafter referred as "**OTPC**" or "**Company**" or "**Owner**"), a joint venture company promoted by Oil and Natural Gas Corporation Limited ("**ONGC**"), Infrastructure Leasing & Financial Services Limited ("**IL&FS**"), **IDFC** and Government of Tripura, is a public limited company incorporated under the Indian Companies Act, 1956 and having its registered office at ONGC Tripura Assets, Badarghat Complex, Agartala, Tripura – 799014 (India), and one of its office at 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019 (India). OTPC is operating a gas based combined cycle power plant at Palatana, which is located about 60 (sixty) km from the capital city of Agartala in the State of Tripura. The Plant is located about 9 (nine) km from nearest town Udaipur, which is one of the major towns of Tripura.

1.2 OTPC invites bids from reputed Tours/Travel Agencies/Companies for hiring of Eleven taxis(AC/Non-AC) on regular basis for official use of OTPC at Palatana, Udaipur, Tripura. Bidders with requisite technical capability and sound financial position, to bid for "providing Hiring Services of eleven vehicles (New or not older than 2016) and in a perfect running condition with well-maintained interiors & valid statutory permits/licenses" on daily basis at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura for a three year contract period from the date of award alongwith professional Driver having valid Commercial Licenses.

1.3 The Bid must be submitted in accordance with the requirements set out in the Bidding Document, in a sealed envelope containing 2 (two) separate sealed envelopes:

1.3.1 The **first envelope** will have Unpriced Techno-Commercial Bid without any reference to price; and

1.3.2 The **second envelope** will have the Price Bid for horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

1.3.3 Bid documents mentioned at Clause 1.3.1 and Clause 1.3.2 must be submitted in 1 (one) original and 3 (three) copies in accordance with the procedure prescribed under Article 14.0 of Instructions to Bidders ("**ITB**").

1.4 Capitalized terms used herein but not defined in this NIB shall have the meaning assigned to them in ITB.

2.0 DETAILS OF TENDER

a.	Tender No.	OTPC/VEHICLE/PAL/17-18/001
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b.	Cost of one set of Bidding Document; non refundable (to be remitted in the form of demand draft drawn in favour of " ONGC Tripura Power Company Limited ", payable at New Delhi).	INR 1,000/- (Rupees One Thousand only).
c.	Bidding Document sale opening date and time (at OTPC, 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 110019).	31 st May 2017 at 14:00 hours.
d.	Bidding Document Sale Date timing and closing date (at OTPC, 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 110019). <u>And,</u> at ONGC Tripura Power Company Ltd. Palatana Project Site, Udaipur, Gomti District, Tripura – 799116	Sale on all working days i.e., from Monday to Friday between 10:00 hours to 16:30 hours at OTPC Delhi office, and from Monday to Saturday between 10:00 hours to 16:30 hours at OTPC Palatana site office Closing Date 8 th June 2017 at 16:00 hours. In case, Bidder is not able to purchase the document before 8th June 2017, Bidder can send a request letter to OTPC for submission of Bid. Bidder may/may not be allowed to submit the Bid along with the scanned copy of the Demand Draft.
e.	Last date and time for submission of Bid (both, Price Bid and Unpriced Techno-Commercial Bid) at OTPC, 6 th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 110019	13 th June 2017 at 16:00 hours.
f.	Date and time for opening of Unpriced Techno-Commercial Bids at OTPC, 6 th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 110019.	13 th June 2017, 2016, at 17:00 hours.
g.	Date and time for opening of Price Bids at OTPC, 6 th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 110019.	To be intimated later (Bidders shall be notified about such date at least 3 (three) days prior to the same).
h.	Validity of Bid Security of Rs. 1,00,000/- (Rupees One Lakh Only).	210 (two hundred and ten) days from the date of opening of Unpriced Techno-Commercial Bid
i.	Bid validity.	180 (one hundred and eighty) days from the date of opening of Unpriced Techno-Commercial Bid.
j.	Address for correspondence: Attn: GM (C&M) / DGM (Contracts), ONGC Tripura Power Company Limited,	

	<p>6th Floor, IFCI Tower, 61, Nehru Place, New Delhi – 110019. Ph: +91-11-26402100 Fax: +91-11-26227532 / 26227533 E-mail: Send e-mails both to shree.narayan@otpcindia.in and samarjeet.thakur@otpcindia.in</p> <p><u>AND</u></p> <p>Attn: Senior Manager (C&M), ONGC Tripura Power Company Ltd. Kakraban Road, PO- Kakraban, Gomati District, Tripura-799116 Mobile:08974066510;Email:manideep.das@otpcindia.in</p>
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3.0 **BRIEF SCOPE OF WORKS**

3.1 The scope of work to be provided by the Contractor shall be to provide eleven (11) new (or not older than 2016) vehicles which has not run more than 40,000 KMs for hire in a perfect running condition with well-maintained interiors & valid statutory permits/ licenses, on daily basis for a three year contract period from the date of award alongwith professional driver having valid commercial licenses at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura shall include but not be limited to:

3.1.1 Providing following eleven vehicles on hire for daily use at OTPC Palatana etc;

Sl	Make and Model of Vehicles	Fuel	Quantity (No.)
i.	Maruti Ciaz- Alpha 1.4 MT 2017, or Honda City- 2017 V MT- <i>for 12 hours running/day</i>	Petrol-AC	1
ii.	Maruti Dzire-VXi, or Honda Amaze –SX-MT, or Hyundai Xcent S 1.2 - <i>for 12 hours running/day</i>	Petrol AC	1
iii.	WagonR-Vxi, or Hyundai i10 Era, or, Toyota Etios Liva -V 1.2- <i>for 12 hours running/day</i>	Petrol-AC	1
iv.	Scorpio - S4 PLUS 4WD- 1.99 and above with 8 seater arrangement with back door opening- <i>for 12 hours running/day</i>	Diesel-AC	4
iv.	Scorpio - S4 PLUS 4WD- 1.99 and above with 8 seater arrangement with back door opening- <i>for 24 hours running/day</i>	Diesel-AC	1
v.	Bolero - EX BS - IV, or, Tata Sumo Gold - CX -BS-IV, or above with 8 seater arrangement with back door opening- <i>for 24 hours running/day</i>	Diesel, Non-AC	2
vi.	Tata Winger – Ambulance- duly fitted with basic medical facilities such as Oxygen supply system (Oxygen Cylinder with mask), Stretcher and First Aid Box with standard medical equipment- <i>for 24 hours running/day</i>	Diesel-AC	1

- 3.1.2 Providing professional driver having valid commercial licenses along with the all vehicles ;
- 3.2 Scope of work shall also include all associated work required for providing vehicles on hire basis at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.
- 3.3 Please refer attached **Technical Specification** for detailed scope of work which is attached as Annexure-3 to the Contract for Hiring of Vehicles.
- 4.0 **TIME FOR COMPLETION**
- 4.1 The Bidder shall provide all vehicles mentioned 3.1.1 along with professional driver having valid commercial licenses within 1 week of the date of Letter of Award issued by OTPC.
- 4.2 The Hiring Services for vehicles at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura shall be provided for a continuous period of Twelve (12) months from the date of award of contract to the successful bidder. Period of Hiring Services may be extended by another twenty four (24) months based on performance to be evaluated at the end of the first twelve (12) month period.
- 5.0 **QUALIFICATION REQUIREMENT OF THE BIDDER**
- 5.1 Bidder should have average annual turnover of INR 7,00,000 (Rupees Seven Lakh) in last 3 (three) financial years ending 31st March, 2016 (or if the Bidder follows a different financial year (other than April to March) then for the last 3 (three) financial years, as duly adopted by it and acceptable as per the laws applicable to it).
- 5.2 Bidder shall submit TDS certificate or unconsolidated annual audited accounts for last 3 (three) financial years ending 31st March, 2016 i.e., 2013-14, 2014-15 and 2015-16, (or if the Bidder follows a different financial year (other than April to March) then for the last 3 (three) financial years, as duly adopted by it and acceptable as per the laws applicable to it).
- 5.3 Bidder shall submit certified copy of valid EPF, ESIC, and Service Tax registration, duly attested/certified by CA or Notarized copies.
- 5.4 Bidder should have **at least three nos.** Sedan vehicle or SUV registered as commercial vehicles in their own name as on due date of submission of offer. Bidder shall provide supporting document like agreement between bidder & vehicle owner in case the vehicle is not registered in the name of bidder.
- 5.5 Bidder (Firm/Company/Proprietor) should have successfully provided Hiring Services similar in nature in last 2 (two) years:
- 5.5.1 One work order of value not less than Rs 10 Lakh and
- 5.5.2 Two work orders each of value not less than Rs 7 Lakh each; or
- 5.5.3 Three work orders each of value not less than Rs 5 Lakh each;

- 5.6 Bidder shall submit the following supporting documents for the vehicles owned/under operation:
- 5.6.1 Attested copy of Vehicle registration certificate issued by Transport Deptt.
 - 5.6.2 Attested copy of up-to-date Road Tax Clearance certificate
 - 5.6.3 Attested copy of valid Insurance certificate covering third party insurance
 - 5.6.4 Attested copy of Pollution control & Fitness certificate
 - 5.6.5 Attested copy of agreement between bidder and owner, in case car is not registered in the name of bidder
- 5.7 Detail work order including covering letter and schedule of rates and completion certificate containing executed value of work shall be required. Completed value of work as mentioned in the completion certificate shall be considered for evaluation against single / multiple work order value required under Qualification Requirement. However, where the executed value of work is not mentioned in the completion certificate, the copy of certified bill shall also be acceptable for determining value if submitted along with completion certificate.
- 5.8 Work complete or under execution on the date of application shall be considered for qualification purpose under clause 5.4.
- 5.7 Bidder should be in the business of similar nature for at least 2 year.
- 5.8 Bidder shall submit supporting documents like audited balance sheet and profit & loss account for last 3 (three) financial years, clients' certificates, copy of relevant contracts, etc., in support of the qualification requirements mentioned above in this Article 5.0.
- 6.0 **GENERAL**
- 6.1 Bidders to confirm compliance to terms, conditions, specifications and requirements mentioned under the Bidding Document, at the time of submission of Bids, failing which the Bids may be liable for rejection.
- 6.2 Bids shall be evaluated based on the information/documents submitted in the Bid. Hence, Bidders are advised to ensure that they submit appropriate and relevant supporting documentation along with their proposal in the first instance itself.
- 6.3 OTPC reserves the right to seek additional information from the Bidders, if found necessary during the course of evaluation of the Bids.
- 6.4 **OTPC reserves its right to relax the Qualification Requirements of the bidder at its sole discretion, in the interest of the Company. Any claim, demand, clarification whatsoever in this regard shall not be admissible by OTPC.**
- 6.5 Bidder to ensure that after the Letter of Award is issued and during the Term of the Contracts, the Bidder shall not seek to alter any agreed contractual terms, conditions and specifications as mentioned under the Bidding Document.

- 6.6 Two part bidding system (Part-1: Unpriced Techno-Commercial Bid and Part-2: Price Bid) shall be followed for this tender as described in Article 14 of the ITB. Bidders should take due care to submit their Bid in accordance with the requirements as specified in Article 14.0 of the ITB.
- 6.7 This NIB, in original, issued along with Bidding Document, shall be submitted by the Bidder along with its Bid duly signed and stamped by the Bidder as a token of acceptance. Bids sent without having the original copy of the Bidding Document duly signed and stamped may be liable for rejection.
- 6.8 Issuance of the Bidding Document or submission of same by the bidder does not mean that the Bidder has been short-listed or qualified. **In case, Bidder is not able to purchase the document before 8th June 2017, Bidder can send a request letter along with the scanned copy of the Demand Draft for submission of Bid. Bidder may/may not be allowed to submit the Bid along the Demand Draft at the sole discretion of OTPC. No extension shall be provided in Bid submission date.**
- 6.9 Bidders are required to furnish an undertaking on validity of the Bid as per **Form-I** of the Bid Forms at the time of submission of Bids. The Bids shall be rejected if such an undertaking is not furnished.
- 6.10 Bid Security must be submitted as part of the Unpriced Techno-Commercial Bid as per **Form-M** of the Bid Forms failing which Bid shall be rejected.
- 6.11 Any Bid received after the expiry of the date and time prescribed for receiving completed Bid as specified in Article 2.0 above, shall be rejected.
- 6.12 OTPC reserves the right to reject any Bid or all Bids received at its discretion, without assigning any reason whatsoever, and may call for fresh Bids if it so deems fit.
- 6.13 **OTPC is not bound to accept the lowest Price Bid.**
- 6.14 The Bidding Document has to be purchased in the name of the Bidder.
- 6.15 Prospective Bidders interested to participate in the bidding process are required to submit their Bid in terms of the Bidding Document.
- 6.16 The Bidder must meet the qualification requirements as specified under Article 5.0 of this NIB.
- 6.17 The Owner reserves the right to verify the authenticity of the documents submitted for meeting the qualification requirements and request the Bidder to submit any additional information/documents. The Owner reserves the right, at its sole discretion, to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.
- 6.18 The Bidders will be required to continue to maintain compliance with the qualification requirements throughout the Bid process and till the signing of the

Contracts. If the Bidder fails to comply with the aforesaid provisions then its Bid shall be rejected.

- 6.19 The Bidder shall disclose in the prescribed form (Form-P) if any of its directors have any relatives working with the Owner. For the purposes of this disclosure the word "relative" shall have the meaning prescribed to it under Section 6 of the Indian Companies Act, 1956.
- 6.20 Bidder participating in this Bid process shall not have a conflict of interest. If a Bidder is found to have a conflict of interest then its Bid may be liable for rejection. A Bidder shall be considered to have a conflict of interest in this Bid process if:
 - 6.20.1 If bidder submits more than one Bid, either individually or as a joint venture partner in another bid or any of its Affiliates separately participate directly or indirectly in the Bid process,
 - 6.20.2 If Bidder has relatives working with the Owner as disclosed pursuant to Form-P and such a conflict has not been resolved in a manner acceptable to the Owner.
 - 6.20.3 **OTPC can split the scope of work and issue the purchase order on multiple vendor at its sole discretion. Any claim, demand, clarification whatsoever in this regard shall not be admissible by OTPC.**

-----End-----



ONGC TRIPURA POWER COMPANY LIMITED

**INSTRUCTIONS TO BIDDERS (ITB)
FOR
HIRING OF VEHICLES**

FOR

2 x 363.3 MW

GAS BASED COMBINED CYCLE POWER PLANT

AT

PALATANA, UDAIPUR, TRIPURA

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The Bidding Document (as defined in this ITB) is issued to

M/s _____

NOTES:

1. The Bidding Document is not transferable.
2. Though adequate care has been taken while preparing the Bidding Document, the Bidder shall satisfy itself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately at the address mentioned below. If no intimation is received from a prospective Bidder within 10 (ten) days from the date of issue of the Bidding Document, it shall be considered that the Bidding Document is complete in all respects.
3. ONGC Tripura Power Company Limited (OTPC) reserves the right to modify, amend or supplement the Bidding Document.
4. While the Bidding Document has been prepared in good faith, neither OTPC nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information provided under the Bidding Document, and shall incur no liability under any law, statute, rule or regulations as to the accuracy, reliability or completeness of the Bidding Document, even if any loss or damage is caused by any act or omission on their part.

Authorized Person

Name: Mr. Shree Narayan/Mr. Samarjeet Thakur

Designation: GM (C&M)/DGM (Contracts)

Address: ONGC Tripura Power Company Limited,
6th Floor, IFCI Tower,
61, Nehru Place,
New Delhi- 110019



Plant: 2 X 363.3 MW Gas Based Combined Cycle Power Plant

Phone: +91-11-26402100
Fax: +91-11-26227532 / 26227533
E-mail: Send e-mails **both** to shree.narayan@otpcindia.in and samarjeet.thakur@otpcindia.in

Place: New Delhi

Date: [_____]

SECTION – I
PART – A
INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION

- 1.1. ONGC Tripura Power Company Limited (hereinafter referred as "**OTPC**" or "**Company**" or "**Owner**"), a joint venture company promoted by Oil and Natural Gas Corporation Limited ("**ONGC**"), Infrastructure Leasing & Financial Services Limited ("**IL&FS**") , **IDFC** and Government of Tripura, is a public limited company incorporated under the Indian Companies Act, 1956 and having its registered office at ONGC Tripura Assets, Badarghat Complex, Agartala, Tripura – 799014 (India), and one of its office at 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019 (India). OTPC is operating a 2 x 363.3 MW gas based combined cycle power plant at Palatana, which is located about 60 (sixty) km from the capital city of Agartala in the State of Tripura. The Plant is located about 9 (nine) km from nearest town Udaipur.

2.0 DEFINITIONS

Capitalized terms used in this ITB which have not been otherwise defined shall have the meaning specified in this Article 2.0.

"Affiliate" means, with respect to a Bidder, any entity which directly or indirectly:

- (a) owns or Controls such Bidder;
- (b) is owned or Controlled by such Bidder; or
- (c) is under common ownership or Control with such Bidder;

"Acceptable Bank" means and includes a bank listed in Annexure-1 of this ITB;

"Applicable Law" means the substantive or procedural laws of India, whether now or hereafter in effect, including all legislations, acts, rules, regulations, notifications, laws, statutes, awards, orders, decrees, judgments, injunctions, ordinances, codes, requirements, permits, approvals, consents, licenses, instructions, directive and standards of any court, arbitrator, commission, government agency or authority, having the force of law.

"Bid" means and includes the Unpriced Techno-Commercial Bid, the Price Bid, all the Forms and any document submitted by the Bidder in its bid proposal, in response to this ITB, in accordance with the terms and conditions of the Bidding Document;

"Bidder" means a company submitting the Bid. Any reference to the Bidder includes its successors and permitted assigns, as the context may require;

"Bidding Document" shall have the meaning ascribed to it in Clause 8.1 of this ITB;

"Hiring Services Contract" shall have the meaning ascribed to it under Clause 31.1.1 of this ITB;

"Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bid process;

"Collusive Practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

"Company" or "Owner" or "OTPC" shall have the meaning ascribed to it under Clause 1.1 of this ITB;

"Contract" means and includes the Vehicle Hiring Services Contract as defined under 31.1.1 of this ITB, which is to be entered into between the Owner and Successful Bidder pursuant to the issuance of the Letter of Award;

"Contract Performance Bank Guarantee" means the unconditional and irrevocable bank guarantee to be submitted by the Successful Bidder in terms of Clause 32.1 of this ITB, as per the forms prescribed in the Contract;

"Contract Price" means the lump-sum price for rendering the Vehicle Hiring Services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura pursuant to the Contract, as mentioned by any Bidder in its Bid under the heading Price Bid;

"Control" means (and related terms shall refer accordingly to), with respect to any person, (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person whether through the ownership of voting securities, by agreement or otherwise or the power to elect more than one-half of the directors of such person; or (ii) the possession, directly or indirectly, of a voting interest of more than 50% (fifty percent); or (iii) the power to veto decisions of such person, whether through ownership of voting securities, by contract, or otherwise;

"Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any

person connected with the Bid process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Owner who is or has been associated or dealt in any manner, directly or indirectly with the Bid process or the Letter of Award or has dealt with matters concerning the Contracts or arising there from, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Owner, shall be deemed to constitute influencing the actions of a person connected with the Bid process); or (ii) engaging in any manner whatsoever, whether during the Bid process or after the issuance of the Letter of Award or after the execution of the Contracts, as the case may be, any person in respect of any matter relating to the Project or the Letter of Award or the Contracts, who at any time has been or is a legal, financial or technical adviser of the Owner in relation to any matter concerning the Project;

"Forms" means the forms stipulated in Part-E of the Bidding Document, which are to be submitted by a prospective Bidder as part of its Bid;

"Fraudulent Practice" means 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;

"ITB" means this Instruction to Bidders;

"Letter of Award" or **"LOA"** shall have the meaning ascribed to it under Clause 30.1 of this ITB;

"NIB" shall have the meaning ascribed to it under Clause 8.1 of this ITB;

"Obstructive Practice" means and includes (i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Owner's investigation 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 (ii) acts intended to materially impede the exercise of the Owner's inspection and verification rights provided for under Bidding Document;

"Price Bid" shall have the meaning ascribed to it under Clause 17.3 of this ITB;

"Plant" means the the 2 x 363.3 MW gas based combined cycle power plant set up by the Owner at Palatana, which is about 60 (sixty) km from the capital city of Agartala in the State of Tripura;

"Site" means the land over which the Vehicle Hiring Services are to be provided;

"Successful Bidder" means the Bidder selected pursuant to bidding process as per the Bidding Document to execute the Vehicle Hiring Services within specified period of time in terms of the Contract;

"Technical Specifications" shall have the meaning ascribed to it under Clause 8.1 of this ITB;

"Unpriced Techno-Commercial Bid" shall have the meaning ascribed to it under Clause 17.2 of this ITB.

3.0 **PROJECT DESCRIPTION**

3.1 OTPC has set up 2 x 363.3 MW gas based combined cycle power plant at Palatana.

3.2 OTPC intends to hire an experienced Tours/Travel Agencies/Companies for hiring of Eleven taxis(AC/Non-AC) vehicles new or which has not run more than 40,000 KMs for hire and in a perfect running condition with well-maintained interiors & valid statutory permits/commercial licenses on daily basis for official use of OTPC at Palatana, Udaipur, Tripura." on daily basis at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura

4.0 **SITE LOCATION**

4.1 The Site is located in Palatana village under Gomati district headquarter, Udaipur which is one of the largest town of Tripura, is about 7 (Seven) km from Udaipur. Nearest railway station is Udaipur which is about 12 (twelve) km from Site and airport is in Agartala which is about 60 (sixty) km from Site.

5.0 **SCOPE OF WORK**

5.1 The scope of work to be provided by the Contractor shall be to provide eleven (11) new (or not older than 2016) vehicles which has not run more than 40,000 KMs for hire in a perfect running condition with well-maintained interiors & valid statutory permits/licenses on daily basis for a three year contract period from the date of award alongwith professional driver having valid commercial licenses at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura shall include but not be limited to:

5.1.1 Providing following eleven cars on hire for daily use at OTPC Palatana etc;

Sl	Make and Model of Vehicles	Fuel	Quantity (No.)
i.	Maruti Ciaz- Alpha 1.4 MT 2017, or Honda City- 2017 V MT- <i>for 12 hours running/day</i>	Petrol-AC	1
ii.	Maruti Dzire-VXi, or Honda Amaze -SX-MT, or Hyundai Xcent S 1.2 - <i>for 12 hours running/day</i>	Petrol AC	1

iii.	WagonR-Vxi, or Hyundai i10 Era, or, Toyota Etios Liva -V 1.2- <i>for 12 hours running/day</i>	Petrol-AC	1
iv.	Scorpio - S4 PLUS 4WD- 1.99 and above with 8 seater arrangement with back door opening- <i>for 12 hours running/day</i>	Diesel-AC	4
iv.	Scorpio - S4 PLUS 4WD- 1.99 and above with 8 seater arrangement with back door opening- <i>for 24 hours running/day</i>	Diesel-AC	1
v.	Bolero - EX BS - IV, or, Tata Sumo Gold - CX -BS-IV, or above with 8 seater arrangement with back door opening- <i>for 24 hours running/day</i>	Diesel, Non-AC	2
vi.	Tata Winger – Ambulance- duly fitted with basic medical facilities such as Oxygen supply system (Oxygen Cylinder with mask), Stretcher and First Aid Box with standard medical equipment- <i>for 24 hours running/day</i>	Diesel-AC	1

5.1.2 Providing professional driver having valid commercial licenses;

5.2 Scope of work shall also includes all associated work required for providing vehicles on hire basis at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

Please refer attached Technical Specification for detailed scope of work.

6.0 INFORMATION AND INSTRUCTIONS TO BIDDERS

6.1 Following bidders are eligible for participation in the bid meeting the qualification requirement mentioned in Clause no. 5.0 of the NIB:

6.1.1 Companies incorporated in India under the Indian Companies Act, 1956; or

6.1.2 Companies incorporated outside India.

6.1.3 Proprietorship/ Partnership Firm.

6.2 Consortiums are not allowed to Bid, i.e. potential Bidders shall not be entitled to form consortiums and Bid.

6.3 The Bidding Document has to be purchased in the name of the Bidder.

6.4 Prospective Bidders interested to participate in the bidding process are required to submit their Bid in terms of the Bidding Document.

6.6 The Bidder must meet the qualification requirements as specified under Article 5.0 of the NIB itself.

6.7 The Owner reserves the right to verify the authenticity of the documents submitted for meeting the qualification requirements and request the Bidder to submit any additional information/documents. The Owner reserves the right, at its sole

discretion, to contact the Bidder's bank, lenders, financing institutions and any other persons as necessary to verify the Bidder's information/documents for the purpose of qualification.

6.8 The Bidders will be required to continue to maintain compliance with the qualification requirements throughout the Bid process and till the signing of the Contracts. If the Bidder fails to comply with the aforesaid provisions then its Bid shall be rejected.

6.9 The Bidder shall disclose in the prescribed form (Form-P) if any of its directors have any relatives working with the Owner. For the purposes of this disclosure the word "relative" shall have the meaning prescribed to it under Section 6 of the Indian Companies Act, 1956.

6.10 Bidder participating in this Bid process shall not have a conflict of interest. If a Bidder is found to have a conflict of interest then its Bid may be liable for rejection. A Bidder shall be considered to have a conflict of interest in this Bid process if:

6.10.1 If Bidder submits more than one Bid, either individually or as a joint venture partner in another bid or any of its Affiliates separately participate directly or indirectly in the Bid process; or

6.10.2 If Bidder has relatives working with the Owner as disclosed pursuant to Form-R and such a conflict has not been resolved in a manner acceptable to the Owner.

7.0 **COST OF BIDDING**

7.1 All the costs and expenses incidental to preparation of the Bid, discussions and conferences including pre-bid conference, if any, pre-award discussions with the Bidders, technical and other presentations including any demonstrations, etc. shall be to the account of the Bidders and OTPC shall bear no liability whatsoever on such costs and expenses regardless of the conduct or outcome of the Bid process.

8.0 **CONTENT OF BIDDING DOCUMENT**

8.1 The following 5 (five) parts shall collectively constitute the "**Bidding Document**":

Part-A: - NIB and this ITB;

Part-B: - Hiring Services Contract for providing taxi services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura..

(The technical specifications as provided in Annexure-3 to Part-B shall hereinafter collectively be referred to as "**Technical Specifications**");

Part-C: - Bid Forms and Schedule of Prices including Unit Prices

8.2 The Bidder is expected to examine all instructions, Forms, terms, specifications and other information in the Bidding Document. If the Bidder fails to furnish all information required in the Bidding Document or submits a

Bid, which in the sole discretion of the Company is not responsive to the Bidding Document then such Bid may be liable for rejection.

8.3 The Bidder shall ensure that the contents of the Bidding Document shall be kept confidential and shall be used only for the purpose of making the Bid.

9.0 **CLARIFICATION OF BIDDING DOCUMENT**

9.1 A prospective Bidder requiring any clarification of the Bidding Document may notify the Owner in writing at the Owner's mailing address indicated in Article 10.0 below in the prescribed format (Form-E) and prior to the time specified under the NIB.

9.2 Any clarification issued by the Owner, pursuant to the queries raised by the Bidders shall be notified to the Bidders who have purchased the Bidding Document in writing (through post or e-mail) at the address (postal or e-mail) notified by such Bidder to the Owner. **The Owner will only upload all clarifications, addendum on its website (www.otpcindia.in) for information of all concerned Bidders. OTPC shall not publish any further notification in the Newspaper. The Bidders must check the website of the Owner to see if any clarifications have been uploaded on it.**

10.0 **ADDRESS FOR COMMUNICATION**

GM (C&M)/DGM (Contracts)
ONGC Tripura Power Company Limited
6th Floor, IFCI Tower,
61, Nehru Place
New Delhi – 110 019
India
Tel. No. +91-11-26402100
Fax No. +91-11-26227532 / 26227533
E-mail: Both to shree.narayan@otpcindia.in and
samarjeet.thakur@otpcindia.in

11.0 **BIDDER TO INFORM ITSELF FULLY**

11.1 **Local Conditions**

11.1.1 It is imperative for each Bidder to fully inform itself of all local conditions, factors and Applicable Law that may have any effect on the performance of the services and provision of supplies covered under the Bidding Document. The Owner shall not entertain any request for clarification from the Bidder regarding such conditions, factors and Applicable Law.

11.1.2 It is understood and agreed by Bidders that such conditions, factors and Applicable Law will have to be properly investigated and considered by the Bidders while submitting the Bids. Failure to do so shall not relieve the Bidders from responsibility to estimate properly the cost of performing the services and providing the supplies within the provided timeframe. The Owner shall assume no responsibility for any understandings or representations concerning conditions, factors and Applicable Law made by any of its officers or agents prior to issuance of Letter of Award. No claim whatsoever in this regard, including those for financial adjustment to the Contracts will be considered by the Owner. The Owner shall not permit any changes to the time schedule of the Contracts or any financial adjustments arising from the Bidder's lack of knowledge and its effect on the cost of execution/performance of the Contracts.

11.2 **Site Condition**

11.2.1 The Bidder is advised to visit and examine, at its own expense the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into the Contracts.

11.2.2 The Bidder including its personnel or agents shall be granted permission by OTPC to enter upon the Site for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents shall release and indemnify OTPC and its personnel and agents from and against all liability in respect thereof and Bidder will be responsible for death or personal injury, loss of or damage to property and any other loss, damage costs and expenses incurred as a result of such inspection.

11.3 The Bidder shall be deemed prior to submitting its Bid to have:

11.3.1 made itself fully conversant with the Contract, Technical Specifications including Bill of Quantity, other Bidding Documents and other relevant information and satisfied themselves as to the nature and character of the services and supplies to be provided;

11.3.2 satisfied itself as to the means of communication with and access to and through the Site and transportation route, the accommodation it may require and the precautions and the times and methods of working;

11.3.3 satisfied itself as to the nature of the services and supplies and materials necessary for the provision of services and supplies;

11.3.4 obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Contract Price and its obligations under the Contracts;

11.3.5 ascertained the general labour position at the Site and in transportation route. In particular, but without prejudice to the generality of the foregoing, the Contract Price shall include all costs of labour including any shift or overtime working, incentives, allowances and the like and for all costs associated with the transport of labour and all necessary canteen, messing and accommodation facilities or the like required for the execution and completion of the obligations under the Contracts.

12.0 **LOCAL EMPLOYMENT**

12.1 The Bidder shall employ local people under the unskilled workmen category. The Bidder shall employ local people as drivers.

12.2 The Bidder is expected to give preference to the local people in employment of staff and skilled workmen for carrying out the works, wherever such local people with requisite skills are available.

13.0 **CHANGE IN SHAREHOLDING/CONTROL**

13.1 No change in the Control of the Bidder shall be permitted from the date of submission of the Bid till the date of execution of the Contracts. If a change in Control of the Bidder occurs during such period then the Bidder's Bid may be liable for rejection. After execution of the Contracts, no change in Control of the Bidder shall be permitted without the prior approval of the Owner.

14.0 **GENERAL**

14.1 Any information provided in the Bidding Document or obtained from OTPC shall not in any way relieve the Contractor from its responsibility to perform/provide the services and supplies in accordance with the Technical Specifications including any supply or service which may not have been specifically mentioned in the Technical Specifications or drawings, but is otherwise necessary to ensure safe and timely Completion of Services.

15.0 **AMENDMENT/ADDEDNDUM OF BIDDING DOCUMENT**

15.1 At any time prior to the deadline for submission of Bids, the Owner may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify, amend or supplement the Bidding Document by issuing an amendment/addendum.

15.2 The amendment/addendum will be part of the Bidding Document. All such amendment/addendum will be notified in writing (by post or through e-mail) to all prospective Bidders who have purchased the Bidding Document at the address notified by such Bidders and such amendment/addendum will be binding on them and it will be assumed that the information contained therein has been taken into account by the Bidder in its Bid.

15.3 **All such amendment/addendum will be uploaded only on the website of the Owner (www.otpcindia.in) for information of all concerned Bidders.** The Bidders must check the Owner's website to see if any amendment/addendum has been uploaded on it.

15.4 The Owner may, at its discretion, extend the deadline for the submission of Bids. Such extension shall be uploaded on the website of the Owner (www.otpcindia.in) and shall be notified (through post or e-mail) to the prospective Bidders who have purchased the Bidding Document.

16.0 **CONCESSION/EXEMPTIONS PERMISSIBLE UNDER LAW/STATUTES**

16.1 It will be responsibility of Successful Bidder to take all necessary steps in order to avail all concessions/exemptions permissible under Applicable Law failing which it shall have to bear extra cost where it fails to avail concessional rates/exemptions of levies like customs duty, excise duty, service tax, sales tax etc., as applicable.

17.0 **PREPARATION OF BID**

17.1 **Language of Bids**

17.1.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid, exchanged between the Bidder and the Owner, shall be in English language. A certified English translation from an official translator (of the relevant country) should be provided in the event any of the documents submitted is in a language other than English. In which case, for purposes of interpretation of the Bid, the translated copy shall prevail.

17.2 **Documents comprising the unpriced techno-commercial bid ("Unpriced Techno-Commercial Bid")**

Bidder shall include following document in its Unpriced Techno-Commercial Bid:

17.2.1 Bidder's profile (Form-A);

17.2.2 Schedule of present commitment and past experience (Form-B);

17.2.3 Audited financial information (along with relevant documents) for last 3 (three) financial years (Form-C);

17.2.4 Bid proposal letter (Form-F);

17.2.5 Schedule of technical deviation (Form-G);

- 17.2.6 Schedule of commercial deviation (Form-H);
- 17.2.7 Undertaking on Bid validity period (Form-I);
- 17.2.8 Letter of acknowledgement of receipt of Bidding Document (Form-J);
- 17.2.9 Letter of Authority along with Power of Attorney OR board resolution authorizing the person signing the Bid on behalf of the Bidder or Power of Attorney (Form-K);
- 17.2.10 Original Bid Security furnished in accordance with (Form-M);
- 17.2.11 Declaration confirming knowledge about Site condition (Form-N);
- 17.2.12 Disclosure of relationship of the directors of the Bidder with any employee of OTPC (Form-P);
- 17.2.13 Declaration of compliance with Technical Specifications (Form-Q);
- 17.2.14 Original copy of Bidding Document duly signed and stamped on all pages;
- 17.2.15 Contract Performance Bank Guarantees – **Blanked** (Annexure-4 of the Contract);
- 17.2.16 Schedule of Prices – **Blanked** (Form 1-A, Form 1-B, Form 1-C & Form 1-D);
- 17.2.17 A disclosure statement regarding participation of any of its Affiliate in this bidding process (Form R);
- 17.2.18 Certified copy of memorandum of association and articles of association of the Bidder (certified by a director or company secretary);
- 17.2.19 List of similar works completed by Bidder. Bidder to give details;
- 17.2.20 Documents required to establish the qualification requirements, as set out in Clause 5.0 of the NIB, such as client certificates, copy of relevant reports under contracts, etc.;
- 17.2.21 Any other relevant information which Bidder would like to submit in support of its Bid;
- 17.2.22 Check-list of Bid Security; and
- 17.2.23 Checklist for the Bid submission as per the format prescribed in Annexure 2.
- 17.3 **Documents comprising the Price Bid ("Price Bid")**

- 17.3.1 Bidder shall include following document in its Price Bid:
Schedule of prices (Form 1-A, Form 1-B, Form 1-C & Form 1-D).
- 17.3.2 Bidders shall quote their prices strictly as per formats of schedule of prices i.e., Form 1-A, Form 1-B, Form 1-C & Form 1-D.
- 17.3.3 In the event there is any discrepancy between the lump sum Contract Price stated in Form 1-A and the break up in Form 1-B, then the price stated in Form 1-A shall prevail. In such a case, the Bidder shall provide the break up in Form 1-B to the Owner again immediately on its request.
- 17.3.4 Schedule of Prices shall be submitted in **"ORIGINAL"** in a separate sealed envelope duly signed and stamped on each page, super scribing on the sealed envelope **"Priced Commercial Bid – Schedule of Prices – DO NOT OPEN"**. In case of any correction, Bidder shall put its signature on stamp.
- 17.3.5 Whenever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats only and shall refrain from referring to any other document for providing any information required in the prescribed format.

18.0 **BIDDING DETAILS**

- 18.1 The Bidder should note that:
- a. The Bidder may be shortlisted based on the declarations made by it in the Bid, but the documents submitted along with the Bids may be verified by the Owner before signing of Contracts;
 - b. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its Bid, in any manner whatsoever, the Owner may reject such Bid and/or cancel the Letter of Award, if issued. In such case the Bid Security and the Contract Performance Bank Guarantees (if provided) shall stand forfeited and shall be encashed by the Owner;
 - c. If it is found that the Bidder has concealed any material information or has made a wrong/misleading statement or is found to have misrepresented facts in its Bid, after the Contracts are executed, the consequences specified in Contracts shall apply;
 - d. Bids submitted by the Bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to the Bidder;

- e. All pages of the Bid submitted must be initialed by the person authorized by the Bidder in accordance with Form-K;
- f. No change or supplemental information to the Bid will be accepted after the scheduled date and time of submission of the Bid. Owner reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Bid;
- g. Bids not submitted in the specified formats may be liable for rejection by Owner;
- h. Bidders delaying in submission of additional information or clarifications sought may be liable for rejection; and
- i. The courts at New Delhi shall have exclusive jurisdiction in all matters pertaining to the bidding process.

19.0 PRICES

- 19.1 The Contract Price and unit prices shall remain fixed and firm during the term of the Contracts. Price variation or escalation shall be allowed only for the change in price of diesel/Petrol.
- 19.2 The Contract price shall include entire scope of work as described in (i) Part-B: Hiring Services Contract including technical specification at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.
- 19.3 The Contractor shall furnish prices based on the details provided in the bidding documents. It must be clearly understood that the Contractor have to strictly furnish the prices based upon technical specification.
- 19.4 The Contract Price shall also include all taxes, duties, levies and charge applicable on the scope of services and supplies covered under the Bidding Document. The Bidder shall provide such break up of the Contract Price and taxes, duties, levies and charges on the same, in Form 1-B. Bidders are also required to provide the taxes, duties, etc. assumed by them on the price of goods and services separately in Form 1-C. Except as provided under the Contracts, if a particular cost is not included in the break up provided by the Bidder in Form 1-B, then the same shall not be payable to the Bidder under the Contracts.
- 19.5 The Bidder shall prepare the Bid based on the details provided in the Bidding Document. It must be clearly understood that the quantities, specifications and drawings are only indicative and intended to give the Bidders an idea about the order and magnitude of the services and supplies and are not in any way exhaustive and guaranteed by the Owner. Bidder shall carry out its own due diligence of the Site in accordance with the requirement of Bidding

Document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bidding Document. Contract Price shall also include any additional supply or services beyond those specified in Bidding Document required for successful vehicle hiring services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

19.6 The Contract Price shall be provided by the Bidder in INR only. In the event the Price Bid submitted by a Bidder is in foreign currency, the Bid shall be rejected.

19.7 The Contract Price shall be paid in INR only. The Contract Price quoted in the Bid shall include all of the Bidder's costs/expenditures for executing the Contracts in a satisfactory manner, including non-personnel and personnel cost, cost for all approvals and consents required under Applicable Law and also including all costs towards but not limited to mobilization and demobilization, deployment of manpower, tools & tackles, material handling equipments, etc. as specified in the Bidding Document.

19.8 The Owner may ask the Contractor to procure additional items/materials required for the performing the obligations under the Contracts during the term of the Contracts. The Contractor shall arrange for such items on mutually agreed basis.

20.0 **SUBMISSION OF BIDS / BIDDING SYSTEM**

20.1 Two part bid system (Part-1: Unpriced Techno-Commercial Bid and Part-2: Price Bid) shall be followed as described in this Clause. The Bid shall be submitted only in the name of the Bidder. The Bid shall be filled completely in all respects and shall be submitted together with requisite information and Forms. It shall be complete and free from ambiguity, change or interlineations.

20.2 The original Bidding Document as received by the Bidder along with Bid prepared by Bidder, in original, and all other required Forms as given in Article 17.0 above, any descriptive literature and any other information required to be furnished by the Bidder shall together constitute the Bid.

20.3 The Bidder shall submit its Bid in 1 (one) original and 1 (one copy). The Unpriced Techno-Commercial Bid, (containing all the Forms and documents stated in Clause 17.0) and Price Bid (Form 1-A to Form 1-D)) duly filled-in shall be submitted in separately bound booklet in 2 (two) separate sealed envelopes. Both the envelopes for the Unpriced Techno-Commercial Bid and the Price Bid shall be marked with tender number and the closing date. The words "Unpriced Techno-Commercial Bid" shall be clearly super scribed on the envelope containing the Unpriced Techno-Commercial Bid and "Price Bid – Schedule of Prices – Do Not Open" shall be clearly super scribed on the envelope containing the Price Bid.

20.4 The above said 2 (two) envelopes shall after sealing, be marked "Confidential" and be placed inside another cloth-lined envelope which again should be duly sealed and super scribed "TO BE OPENED BY ADDRESSEE ONLY – ORIGINAL SET". This envelope should be addressed to :

Attn: GM (C&M)

Address: ONGC Tripura Power Company Limited
6th Floor, IFCI Tower,
61, Nehru Place,
New Delhi – 110019

Tender reference and closing date shall also be shown on this envelope.

20.5 The copy of "Unpriced Techno-Commercial Bid" and "Price Bid" should be submitted separately on the same lines as described in Clause 20.3 and 20.4. The copy of Unpriced Techno-Commercial Bid shall be kept in a separate envelope marked as "Copies of Unpriced Techno-Commercial Bid". This will be the third envelope to be submitted by the Bidder. The copy of the Price Bid shall be kept in a separate envelope marked as "Copies of Price Bid" and this will be the fourth envelope to be submitted by the Bidder.

20.6 The 2 (two) envelopes mentioned in Clause 20.5 shall after sealing, be marked "Confidential" and be placed inside another cloth-lined envelope which again should be duly sealed and super scribed "TO BE OPENED BY ADDRESSEE ONLY – COPIES SET". This envelope should be addressed to :

Attn: GM (C&M)

Address: ONGC Tripura Power Company Limited
6th Floor, IFCI Tower,
61, Nehru Place,
New Delhi – 110019

Tender reference and closing date shall also be shown on this envelope.

20.7 The Bidder has the option of sending the Bids by courier or registered post or submitting the Bids in person and shall ensure that the Bid shall reach to OTPC by the date and time stipulated under the NIB. Submission of Bids by fax/telex/e-mail will not be accepted and Bids submitted by any of these modes shall be rejected. However, the schedule of technical deviation (Form-G), the schedule of commercial deviation (Form-H) and such other Forms as may be requested by the Owner during the evaluation of the Bids, will be submitted by the Bidders in soft copy (in a CD or through e-mail) in addition to the submission of the hard copy Bids as prescribed in this Article 20.

20.8 OTPC reserves the right to reject any Bid, which is not submitted according to the instructions stipulated above.

20.9 **Signing Of Bids**

20.9.1 Bid(s) must be signed with the legal name of the Bidder and by the president, managing director or by the company secretary or other person or persons authorized to sign and submit the Bid on behalf of such Bidder.

20.9.2 Satisfactory evidence of authority of the person(s) signing on behalf of the Bidder shall be furnished with the Bid in accordance with Form-K.

20.9.3 The Bidder's name stated on the proposal shall be the exact legal name of the company.

20.9.4 Erasures or other changes in the Bid shall be over the initials of the persons signing the Bid.

20.9.5 Bids not conforming to the above requirements of signing may be liable for rejection.

21.0 **DEADLINE FOR SUBMISSION OF BIDS**

21.1 Bids must be received by the Owner at the address specified in NIB not later than 16:00 hours on the prescribed date in the NIB.

21.2 Owner may, at its discretion, extend the deadline for submission of Bids by amending the Bidding Document in which case all rights and obligations of the Owner and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22.0 **LATE BIDS**

22.1 Bids received after the date and time of submission specified in NIB shall be rejected.

23.0 **VALIDITY OF BID**

23.1 Bid shall remain valid for acceptance by the Owner for a period of 180 (one hundred and eighty) days from the date of opening of Unpriced Techno-Commercial Bid. During this period the Bidder shall not withdraw or amend its Bid. A Bid valid for a shorter period shall be rejected by the Owner as being non-responsive. An undertaking as per **Form-I** in this regard shall be included in the Bid.

23.2 The Contract Price quoted shall remain fixed and firm till expiry of the Contracts.

23.3 Notwithstanding Clause 23.1 above, the Owner may obtain the Bidder's consent to extend the validity period of its Bid, as required. The request and response thereto shall be made in writing. The Bidder accepting the request will not be permitted to modify its Bid and Bidder shall be required to extend the validity of its Bid Security correspondingly.

24.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

24.1 The Bidder may modify or withdraw its Bid after submission, provided that written notice of the modification or withdrawal is received by OTPC prior to the deadline prescribed for Bid submission.

24.2 No Bid shall be allowed to be withdrawn during the period between the Bid submission deadline and the expiration of the Bid validity period. If a Bidder withdraws or makes an unsolicited modification to its Bid during this period then its Bid shall be rejected and its Bid Security shall stand forfeited and shall be encashed by the Owner.

24.3 In case any clarification are sought by Owner after opening of Bids then the replies of the Bidders shall be restricted to clarifications sought.

24.4 The Bidder shall furnish, as part of its Bid, a Bid Security. **The Bid security amount shall be for INR 1,00,000/- (Rupees One Lakh only)** and shall be submitted along with Unpriced Techno-Commercial Bid. Bid Security issued by foreign banks from the list of Acceptable Banks is to be endorsed by the New Delhi, India branch of the same bank or State Bank of India, New Delhi branch. Any claim under the Bid Security shall be payable in New Delhi, India.

The Bid Security has to be stamped in accordance with Applicable Law. The Bid Security has to be in the name of the Bidder.

In order to facilitate the Bidders to submit the bank guarantees (the Bid Security and the Contract Performance Bank Guarantees) as per the prescribed format and in line with the requirements, checklist at Annexure-3 has been attached. Bidders are advised to take note of this checklist while submitting the Bid Security and submit the completed checklist along with the Bid Security. The Successful Bidder shall also use and submit this completed checklist at the time of submitting the Contract Performance Bank Guarantees.

24.5 Offer without Bid Security shall not be considered and shall be rejected.

24.6 The Bid Security validity shall be as per Clause 2(j) of the NIB.

24.7 The Bid Security shall specifically bind the Bidder to keep its offer valid for acceptance and to abide by all the conditions of the Bidding Document in the event the Owner desires to award the Contracts to the said Bidder. The Owner shall have an unqualified option under the Bid Security to invoke the same and claim the amount there under in the event the Bidder fails to keep the Bid valid up to the date specified or refusing to accept work and carry it out in accordance with the Bidding Document, if the Owner decides to award the Contracts to the Bidder.

24.8 The Owner shall arrange to release the Bid Security in respect of unsuccessful Bidders as soon as possible, after the Successful Bidder furnishes Contract Performance Bank Guarantees.

24.9 The Bid Security in respect of the Successful Bidder shall be released after receipt of Contract Performance Bank Guarantees.

24.10 The Bidder shall also undertake that the validity of the Bid Security shall be extended suitably until it furnishes to the Owner Contract Performance Bank Guarantees for the specified value in the event of the Bidder becoming the Successful Bidder.

25.0 **CONDITIONS FOR FORFEITURE OF BID SECURITY**

26.1 In addition to the other conditions specified in this ITB for forfeiture of Bid Security the Bidder shall be considered to be in breach of the terms and conditions of the Bidding Documents upon the occurrence of any of the following conditions and in each such case the Bid Security shall stand forfeited and shall be encashed by the Owner:

26.1.1 the Bid is withdrawn during the Bid validity period or extension thereof;

26.1.2 the Bid is varied or modified in a manner not acceptable to Owner during the Bid validity period or extension thereof or after issue of Letter of Award by the Owner, but prior to signing of the Contracts;

26.1.3 the Successful Bidder is seeking modification to the agreed terms and conditions after issue of Letter of Award; or

26.1.4 the Successful Bidder fails to furnish Contract Performance Bank Guarantee within 15 (fifteen) days of issue of Letter of Award.

26.0 **BID SECURITY**

26.1 The Bidder shall furnish, as part of its Bid, a Bid Security. **The Bid security amount shall be for INR 1,00,000/- (Rupees One Lakh only)** and shall be submitted along with Unpriced Techno-Commercial Bid. Bid Security

issued by foreign banks from the list of Acceptable Banks is to be endorsed by the New Delhi, India branch of the same bank or State Bank of India, New Delhi branch. Any claim under the Bid Security shall be payable in New Delhi, India.

The Bid Security has to be stamped in accordance with Applicable Law. The Bid Security has to be in the name of the Bidder.

In order to facilitate the Bidders to submit the bank guarantees (the Bid Security and the Contract Performance Bank Guarantees) as per the prescribed format and in line with the requirements, checklist at Annexure-3 has been attached. Bidders are advised to take note of this checklist while submitting the Bid Security and submit the completed checklist along with the Bid Security. The Successful Bidder shall also use and submit this completed checklist at the time of submitting the Contract Performance Bank Guarantees.

In order to facilitate the Bidders to submit the Bid Security, **alternatively Bidder may submit a Demand draft, drawn in favour of "ONGC Tripura Power Company Limited", payable at New Delhi.**

- 26.2 Offer without Bid Security shall not be considered and shall be rejected.
- 26.3 The Bid Security validity shall be as per Clause 2(j) of the NIB.
- 26.4 The Bid Security shall specifically bind the Bidder to keep its offer valid for acceptance and to abide by all the conditions of the Bidding Document in the event the Owner desires to award the Contracts to the said Bidder. The Owner shall have an unqualified option under the Bid Security to invoke the same and claim the amount there under in the event the Bidder fails to keep the Bid valid up to the date specified or refusing to accept work and carry it out in accordance with the Bidding Document, if the Owner decides to award the Contracts to the Bidder.
- 26.5 The Owner shall arrange to release the Bid Security in respect of unsuccessful Bidders , or pay the cheques in the name of the Bidder , in case, the Bidder has submitted the Bid Security in the form of demand draft as soon as possible, after the Successful Bidder furnishes Contract Performance Bank Guarantees and
- 26.6 The Bid Security in respect of the Successful Bidder shall be released after receipt of Contract Performance Bank Guarantees.
- 26.7 The Bidder shall also undertake that the validity of the Bid Security shall be extended suitably until it furnishes to the Owner Contract Performance Bank Guarantees for the specified value in the event of the Bidder becoming the Successful Bidder.

27.0 CONDITIONS FOR FORFEITURE OF BID SECURITY

26.1 In addition to the other conditions specified in this ITB for forfeiture of Bid Security the Bidder shall be considered to be in breach of the terms and conditions of the Bidding Documents upon the occurrence of any of the following conditions and in each such case the Bid Security shall stand forfeited and shall be encashed by the Owner:

26.1.1 the Bid is withdrawn during the Bid validity period or extension thereof;

26.1.2 the Bid is varied or modified in a manner not acceptable to Owner during the Bid validity period or extension thereof or after issue of Letter of Award by the Owner, but prior to signing of the Contracts;

26.1.3 the Successful Bidder is seeking modification to the agreed terms and conditions after issue of Letter of Award; or

26.1.4 the Successful Bidder fails to furnish Contract Performance Bank Guarantees within 15 (fifteen) days of issue of Letter of Award.

28.0 OPENING OF BIDS BY OWNER

27.1 Unpriced Techno-Commercial Bids shall be opened at the time, date and place mentioned in Article 2.0 of the NIB.

27.2 Price Bids of qualified bidders after evaluation of Unpriced Techno-Commercial Bids in accordance with Article 29.0 of this ITB shall be opened at the Owner's office at 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi - 110019. The time and date of the opening of the Price Bids shall be intimated separately to the qualified bidders by the Owner by giving at least 3 (three) days prior notice.

27.3 At the time of Bid opening, the Owner shall permit 1 (one) authorized representative of each Bidder to be present, provided such representative presents to the Owner at that time, a letter, duly signed by the Bidder as per Form-M authorizing him to be present on behalf of the Bidder at the time of Bid opening. Prospective Bidders are advised not to authorize or depute more than one representative.

27.4 The Owner at its discretion, if considered appropriate, shall announce at the time of opening of Unpriced Techno-Commercial Bids, the Bidder's names, presence and absence of requisite Bid Security and such other details.

27.5 The Owner at its discretion, if considered appropriate, shall announce at the time of opening of Price Bids, the Bidder's name, its Contract Price and such other details.

29.0 **CLARIFICATION OF BIDS**

28.1 During Bid evaluation, OTPC may, at its discretion, ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the Contract Price or substance of the Bid shall be sought, offered or permitted.

30.0 **EVALUATION**

29.1 The evaluation process comprises of the following two steps:

Step I - Responsiveness check; and

Step II - Bid evaluation.

29.2 **Step I - Responsiveness check**

The Bid submitted by the Bidder shall be scrutinized to establish "Responsiveness". Each Bidder's Bid shall be checked for compliance with the submission requirements set forth in this ITB.

Any of the following conditions shall cause the Bid to be "Non-responsive":

- i) Bid not received by the due date and time;
- ii) Bid having a conflict of interest as described in Clause 6.10 of this ITB;
- iii) Bids that are incomplete or which do not meet the requirements prescribed in the Bidding Document; or
- iv) Bids not including the requisite Forms and not being submitted in accordance with the process prescribed in the ITB.

29.3 **Step II - Bid evaluation**

29.3.1 Bids shall be evaluated based on the information/documents furnished by the Bidder as part of the Bid. Hence Bidders are advised to ensure that they submit complete, appropriate and relevant supporting documentation along with their Bid in the first instance itself. Bids not complying with the requirements of the Bidding Document shall be rejected.

29.3.2 Each figure stated shall also be repeated in words and in the event of a discrepancy between the amount stated in figures and words, the amount quoted in words shall be deemed to be the correct amount. Bids submitted with any qualifying expressions may be liable for rejection.

29.3.3 The Owner shall determine to its satisfaction whether the Bidder which has submitted the Unpriced Techno-Commercial Bid is qualified to satisfactorily perform the obligations under the Contracts in terms of the qualifying requirements.

29.3.4 An affirmative determination shall be a prerequisite for further evaluation including technical evaluation of the Unpriced Techno-Commercial Bid of the Bidder. Upon a negative determination the Bidder's Bid shall be rejected.

31.0 **LETTER OF AWARD AND NOTICE TO PROCEED**

30.1 Prior to the expiration of the period of Bid validity, the Owner shall notify the Successful Bidder in writing by registered letter or by fax that its Bid has been accepted ("**Letter of Award**" or "**LOA**").

30.2 The Owner shall award the Contracts to the Successful Bidder whose Bid has been determined to be substantially responsive and acceptable to the Owner, provided that the Bidder is determined to be qualified to perform the Contracts satisfactorily.

30.3 Except for the technical deviations listed in Form-G and commercial deviation listed in Form-H to the Bid (to the extent accepted by Owner), the Bidder shall be required to comply with all requirements of the Bidding Document without any extra cost to the Owner, failing which the Bid may be liable for rejection and in case the Bid is rejected such Bidder's Bid Security may be forfeited.

30.4 The Letter of Award and the Bidder's acceptance of Letter of Award shall mean that the Contracts have been deemed to be concluded. The Letter of Award and acceptance of Letter of Award shall constitute a binding contract between the Successful Bidder and the Owner. The Contracts shall be deemed to have come into effect from the date of Letter of Award.

30.5 Upon the Successful Bidder furnishing the Contract Performance Bank Guarantees, the Owner shall promptly notify each unsuccessful Bidders and shall return/discharge their Bid Security

32.0 **SIGNING OF THE CONTRACT**

31.1 The Successful Bidder in whose favour the Letter of Award has been issued by the Owner shall execute the following contract with the Owner:

31.1.1 Hiring Services Contract: For providing vehicle hiring services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

31.2 Within 30 (thirty) days from the date of Letter of Award, the Successful Bidder shall sign the Contracts with the Owner. Any payment under the

Contracts shall be made only after signing of Contracts and as per terms & conditions of the Contracts.

33.0 **CONTRACT PERFORMANCE SECURITY**

32.1 Within 15 (fifteen) days of issuance of Letter of Award, the Successful Bidder shall furnish to the Owner Contract Performance Bank Guarantee in accordance with the terms of the Contract for an amount equivalent to 10% (ten percent) of the contract price of the Hiring Services Contract.

The Successful Bidder shall also submit the completed checklist (as provided in Annexure 3 to this ITB) at the time of submitting the Contract Performance Bank Guarantees.

32.2 The Contract Performance Bank Guarantees to be submitted by Contractor shall be from an Acceptable Bank and in terms of the format provided in Annexure-4 of Hiring Services Contract.

Any claim under the Contract Performance Bank Guarantees shall be payable in New Delhi, India. The Contract Performance Bank Guarantees have to be stamped in accordance with applicable law.

34.0 **OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

33.1 The Owner reserves the right to reject any Bid without stating reasons if in Owner's opinion:

33.1.1 The Bid is incomplete / non-responsive;

33.1.2 Any condition of the Bid is in conflict with the terms of the Bidding Document; or

33.1.3 After reviewing the Bid if the suitability of the offered services and supplies, for the Site conditions is in doubt.

33.2 The Owner reserves the right to accept or reject any or all Bids in part or full or cancel the Bidding Document, at any time prior to issuance of Letter of Award, without assigning any reason and without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

33.3 In the event the Owner decides to reject any or all Bids or cancel the Bidding Document for any reason whatsoever, it may in its sole discretion, ask for revised Bids or invite fresh Bids by issuing a new tender.

35.0 **REPRESENTATION FROM THE BIDDER**

34.1 The Bidder(s) can submit representation(s) if any, in connection with the Bid process, directly only to:

Attn: GM (C&M)
Address: ONGC Tripura Power Company Limited
6th Floor, IFCI Tower,
61, Nehru Place,
New Delhi – 110019
Phone: +91-11-26402100
E-mail: Both to shree.narayan@otpcindia.in and
samarjeet.thakur@otpcindia.in

36.0 **CORRUPT, FRAUDULENT, ETC. PRACTICES**

35.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bid process and subsequent to the issue of the Letter of Award. Notwithstanding anything to the contrary contained herein, or in the Letter of Award, the Owner may reject a Bid, withdraw the Letter of Award, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice or Obstructive Practice in the Bid process *inter alia*, the Owner's Bid evaluation, Bid comparison or the decision to issue Letter of Award. In such an event, the Bid Security shall stand forfeited and the Owner shall be entitled to encash the Bid Security, without prejudice to any other right or remedy that may be available to the Owner hereunder or otherwise.

35.2 The Bidders may please note that the Owner shall not entertain any correspondence or queries on the status of the Bids received pursuant to the Bidding Document. Bidders are advised not to depute any of their personnel or agents to visit the Owner's or its consultant's office for making such inquiries.

36.0 **REQUIREMENT REGARDING LABOUR LAWS**

36.1 The Successful Bidder shall prior to mobilization for services to be provided, (i) furnish valid employee provident fund (EPF) code number together with supporting relevant document duly notarized by notary public to this effect; (ii) obtain licenses under Contract Labor (Regulation and Abolition) Act, 1970 read with rules framed there under and under any other regulations required to be obtained under Applicable Law in relation to the labour being employed by it and furnish the same to the Owner. If the Successful Bidder fails to obtain such licenses/permits then the Letter of Award shall be cancelled or terminated without any further notice and its Bid Security and/or Contract Performance Bank Guarantees shall stand forfeited and the Owner,

without prejudice to any other rights it may have hereunder or otherwise shall be entitled to encash the Bid Security and/or Contract Performance Bank Guarantee.

36.2 The Bidder shall ensure compliance of all Applicable Laws with respect to employment and regulation of labour for performing the obligations under the Contracts including but not limited to Minimum Wages Act, 1948 Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and Contract Labour (Regulation and Abolition) Act, 1970.

37.0 **TERM OF CONTRACT**

37.1 The Successful Bidder shall successfully provide vehicle hiring services for a continuous period of Twelve (12) months from the Effective Date of Contract. Period for hiring services may be extended by another twenty four (24) months based on performance to be evaluated at the end of the first twelve (12) month period.

-----End-----

ANNEXURE -1**LIST OF ACCEPTABLE BANKS****Foreign banks**

Sl. No.	Name of Banks
1.	Citigroup, USA
2.	HSBC Holdings, United Kingdom

Indian Banks

Sl.No	Name of Banks
1.	Allahabad Bank
2.	Andhra Bank
3.	Bank of Baroda
4.	Bank of India
5.	Bank of Maharashtra
6.	Canara Bank
7.	Central Bank of India
8.	Corporation Bank
9.	Indian Bank
10.	Indian Overseas Bank
11.	Oriental Bank of Commerce
12.	Punjab National Bank
13.	Syndicate Bank
14.	Union Bank
15.	United Bank of India
16.	Vijaya Bank
17.	State Bank of India
18.	State Bank of Hyderabad
19.	State Bank of Mysore
20.	State Bank of Patiala
21.	Axis Bank
22.	ICICI Bank
23.	Indusind Bank
24.	IDBI Bank
25.	HDFC Bank

ANNEXURE - 2

FORM OF CHECK LIST FOR THE BID SUBMISSION

Part A: Unpriced Techno-Commercial Bid

S.No	Document to be submitted	Response (Yes/No)
1.	Bidders profile (Form-A).	
2.	Schedule of present commitment and past experience (Form-B).	
3.	Audited financial information for last three financial year (Form-C).	
4.	Tools & equipments mobilization plan (Form-D).	
5.	Pre-Bid queries (Form-E).	
6.	Bid proposal letter (Form-F).	
7.	Schedule of technical deviation (Form-G).	
8.	Schedule of commercial deviation (Form-H).	
9.	Undertaking on price validity period (Form-I).	
10.	Letter of acknowledgement of receipt of Bidding Document (Form-J).	
11.	Letter of authority along with board resolutions authorizing the person signing the Bid (Form-K and Annexure-1).	
12.	Approach & methodology for Hiring services (Form-L) (along with all relevant documents as requested under this Form attached.).	
13.	Original Bid Security furnished in accordance with Form-M. (Not Applicable)	
14.	Check-list of Bid Security duly complete.	
15.	Declaration confirming knowledge about Site condition (Form-N).	
16.	Disclosure of relationship in OTPC (Form-P).	

S.No	Document to be submitted	Response (Yes/No)
17.	Declaration of compliance with Technical Specifications (Form-Q).	
18.	A disclosure statement (Form R)	
19.	Net Worth Certificate issued by a reputed auditor (Form-S)	
20.	Original copy of Bidding Document duly signed and stamped on all pages.	
21.	Contract Performance Bank Guarantees – Blanked.	
22.	Schedule of Prices (Form 1-A, Form 1-B, Form 1-C, & Form 1-D) – Blanked.	
23.	List of contracts/PO for hiring services completed by Bidder with details	
24.	Memorandum of Association and Articles of Association of the Bidder	
25.	Documents required to establish the qualification requirements as set out in Article 5.0 of the NIB such as client certificates, copy of relevant reports under contracts, etc.	
26.	Any other relevant information.	
27.	A copy of this checklist duly completed.	

Part B: Price Bid

S.No	Document to be submitted	Response (Yes/No)
1.	Schedule of Prices (Form 1-A, Form 1-B, Form 1-C, & Form 1-D)	

ANNEXURE - 3**FORM FOR CHECK LIST FOR BANK GUARANTEES**
(THE BID SECURITY AND THE CONTRACT PERFORMANCE BANK GUARANTEE)

S. No.	Details of checks	YES/NO.
a)	Is the bank guarantee on non-judicial stamp paper of appropriate value, as per applicable Stamp Act of the place of execution?	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the signature of stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of bank guarantee and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the bank guarantee has been issued. Also the stamp paper should not be older than six months from the date of execution of bank guarantee)?	
c)	In case of bank guarantees from banks abroad, has the bank guarantee been executed on letter head of the bank endorsed by SBI, New Delhi India?	
d)	Has the executing officer of bank guarantee indicated his name, designation and power of attorney number/signing power number on the bank guarantee?	
e)	Is each page of bank guarantee duly signed/initialed by executant and whether stamp of bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of bank as required in the prescribed pro forma?	
f)	Does the bank guarantees compare verbatim with the pro forma prescribed in the Bidding Document?	
i)	Are the factual details such as Bid Document number/ Specification number/ LOA number (if applicable)/amount of bank guarantee and validity of bank guarantee correctly mentioned in the bank guarantee?	
j)	Whether overwriting/cutting if any on the bank guarantee have been properly authenticated under signature & seal of executant?	
k)	Whether the bank guarantee has been issued by a bank in line with the provisions of Bidding Document?	



ONGC TRIPURA POWER COMPANY LIMITED

**CONTRACT
FOR
HIRING OF VEHICLES**

**FOR
2 X 363.3 MW
GAS BASED COMBINED CYCLE POWER PLANT,
PALATANA, UDAIPUR, TRIPURA**

(This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).



Plant: 2X363.3 MW GAS BASED COMBINED CYCLE POWER PLANT

CONTRACT FOR HIRING OF VEHICLES AT PALATANA POWER PLANT

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CONTRACT FOR HIRING OF VEHICLES AT PALATANA POWER PLANT

This contract for Hiring of Vehicles at Palatana Power Plant in Tripura ("**Contract**") is signed on the [●] day of [●], by and between:

ONGC Tripura Power Company Limited, a public limited company incorporated under the Indian Companies Act, 1956 and having its registered office at ONGC Tripura Assets, Badarghat Complex, Agartala, Tripura – 799014 (India) (herein after referred as "**OTPC**" or "**Owner**" which expression shall include its successors and permitted assigns);

AND

[●], a company incorporated under the laws of [●], having its registered office at [●] (hereinafter referred to as (the "**Contractor**" which expression shall include its successors and permitted assigns).

[Note: Details of the Successful bidder to be inserted.]

The Owner and the Contractor are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

1. The Owner is owning, operating and maintaining a 2 x 363.3 MW combined cycle power plant at Palatana, which is about 60 (sixty) km from capital city Agartala in the State of Tripura.
2. The Owner, based on a transparent bidding process, has selected the Contractor as the successful bidder for performing the Services (as defined hereinafter) required for Hiring of Vehicles at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.
3. The Contractor represents that it has the necessary specialized knowledge, expertise and infrastructure for providing Services and to perform its obligations under this Contract.
4. The Owner desires to engage the Contractor to provide the Services in accordance with the terms and conditions specified in this Contract.
5. The Contractor is willing and has agreed to provide the Services in accordance with the terms and conditions specified in this Contract.
6. The Owner and the Contractor desire to enter into this Contract pursuant to which the Contractor shall perform, and the Owner shall engage the Contractor for the performance of the Services, pursuant to the terms and conditions herein set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1.0 DEFINITION AND INTERPRETATION

When used in this Contract, the following terms shall have the meanings specified in this Article 1.0:

- 1.1 "Contract Price" shall have the meaning ascribed to it in Clause 6.1.1.
- 1.2 "Contractor Staff" means each individual and collectively the Contractor's employees, labour (skilled, semi-skilled and unskilled), Subcontractors, and their respective employees, contractors (of the Subcontractors), officers, licensees, invitees, agents and representatives, dedicated for the performance of the Services and working at the Site, and any other personnel notified to the Owner by the Contractor as the Contractor's personnel.
- 1.3 "Effective Date" means the date of Letter of Award.
- 1.4 "Governmental Authorizations" means all approvals, authorizations, permits, licenses, consents, clearances, etc., received or required to be received from Government Agency for the Facility.
- 1.5 "HES Policy" means the health, environment and safety policy of the Owner.
- 1.6 "INR" or "Rs" or "Indian Rupees" means the legal currency of the Republic of India.
- 1.7 "Letter of Award" or "LOA" means the letter dated [●] issued by the Owner in favour of the Contractor.
- 1.8 "Performance Bank Guarantee" shall have the meaning ascribed to it in Clause 19.1.
- 1.9 "Person" means, unless specified otherwise, a natural person, corporation, society, partnership, joint venture, unincorporated association or other entity.
- 1.10 "Plant" means 2 x 363.3 MW gas based combined cycle power plant at Palatana, Tripura including Facility
- 1.11 "Subcontract" means any contract entered into by the Contractor or its subcontractor with a third party for carrying out any of the responsibilities or obligations of the Contractor under this Contract.
- 1.12 "Subcontractor" means any Person carrying out any of the responsibilities or obligations of the Contractor under this Contract under or pursuant to a Subcontract.
- 1.13 "Technical Specifications" means the specifications for performing the Services and obligations under this Contract and as set out in Annexure 3 (Technical Specifications).
- 1.14 "Term" shall have the meaning ascribed to it in Clause 4.1.1.
- 1.15 "Termination Date" means the date upon which termination pursuant to Clause 37.4.1 takes effect.

1.16 "Time for Completion" or "Completion of Services" shall have the meaning ascribed to it in Clause 9.2.

1.17 **Rules of Interpretation**

In the interpretation of this Contract, unless the context otherwise requires:

1.17.1 the singular includes the plural and vice versa and in particular (but without limiting the generality of the foregoing) any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;

1.17.2 a reference to any gender includes the other genders;

1.17.3 a reference to a Clause, Article, Annexure or Recital is a reference to a Clause, Article, Annexure or Recital in this Contract;

1.17.4 the Annexures to this Contract form part of this Contract and will be of full force and effect as though they were expressly set out in the body of this Contract. The provisions of this Contract and the Annexures hereto shall be interpreted harmoniously and only if the provisions of this Contract cannot be interpreted harmoniously with the Annexures or *vice-versa* on account of inconsistencies or ambiguities then the provisions of this Contract shall prevail over the Annexures;

1.17.5 in case of any discrepancy between words and figures, the words shall prevail over the figures;

1.17.6 a reference to a statute shall be construed as including all statutory provisions consolidating, amending, modifying, supplementing or replacing the statute referred to;

1.17.7 a reference to "writing" includes printing, typing, lithography and other means of reproducing words in a visible form;

1.17.8 any date of any period set forth in this Contract shall be such date or period as may be adjusted pursuant to the terms and conditions of this Contract;

1.17.9 titles or captions of Clauses or Articles contained in this Contract are inserted as a matter of convenience only, and in no way define, limit, extend, describe or otherwise affect the interpretation, meaning or intent of this Contract or the interpretation, meaning or intent of any term or provision contained herein;

1.17.10 the rule of construction, if any, that a contract should be interpreted against the Party responsible for the drafting and preparation thereof, shall not apply; and

1.17.11 reference to any agreement, deed, document, instrument, or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, it is clarified that a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

2.0 **EFFECTIVE DATE OF CONTRACT**

2.1 This Contract shall become effective on the Effective Date and the obligations of the Contractor to provide the Services shall also commence from the Effective Date.

3.0 SCOPE OF SERVICES

3.1 The Contractor shall provide all the services required for hiring of vehicles at 2 x 363.3 MW gas based combined cycle power plant at Palatana, Tripura, as set out in further detail in the Technical Specifications (such services, the "**Services**").

3.2 The Contractor expressly agrees that the scope of Services shall also include all such services which may not have been specifically mentioned in this Contract or the Technical Specifications but which may be necessary for the successful fulfillment of Contractor's obligation under this Contract and such services shall be performed by the Contractor without any additional cost to the Owner.

4.0 TERM AND AUTHORIZATION TO PROCEED

4.1 Term

4.1.1 This Contract shall become effective on the Effective Date and unless terminated earlier in accordance with the provisions of this Contract, this Contract shall remain valid, in full force and in effect for 1 (one) years from 00:00 hrs of 1st July 2017 ("**Term**"). The Term may be extended by another twenty four (24) months based on performance to be evaluated at the end of the first twelve (12) month period.

4.2 Authorization to Proceed

4.2.1 Letter of Award shall be considered as authorization to proceed. Contractor shall commence performance of the Services from the date of Letter of Award and continue the performance of the Services during the Term.

5.0 STAFFING AND AUTHORITY

5.1 Contractor's Staff

5.1.1 The Contractor shall employ or hire driver and supervisor at site adequately to perform the Services in accordance with the provisions of this Contract, including but not limited to, in a prudent, efficient, reliable and safe manner.

5.1.2 All personnel like drivers, supervisors, staff engaged for maintenance of vehicles engaged in the performance of the Services shall be sufficiently trained and experienced in the duties to which they are assigned. Contractor shall demonstrate that the personnel provided under this Contract are properly trained, competent to perform the work assigned and are aware of the rules under central vehicle act, safety rules and regulations inside Plant, traffic rules in the state of Tripura.

5.1.3 All personnel engaged by the Contractor shall have the necessary qualifications as laid in the Rules under the Central Motor Vehicles Act currently in force and any subsequent amendments thereto.

5.1.4 No female staff or labour shall be employed.

5.1.5 All personnel engaged by the Contractor are educated about the safety rules & regulations especially within the Plant and abide by the same.

- 5.1.6 All personnel engaged by the Contractor do not smoke or light a flame while driving the Vehicle or while they are in the Plant.
- 5.1.7 All personnel engaged by the Contractor are medically fit in all respects and examined by a Registered Medical Practitioner and submit the fitness certificate every six months to OTPC authorities for the purpose Plant entry pass.
- 5.1.8 All personnel engaged by the Contractor including driver shall never be under the influence of liquor while on duty.
- 5.1.9 All drivers engaged by the Contractor shall not use mobile phones while driving and should undergo security verification for entering Plant on a regular basis and the same should be submitted to OTPC authorities.
- 5.1.10 The Contractor shall be responsible for maintaining strict discipline and good order amongst its personnel.
- 5.1.11 Contractor shall bear the entire responsibility, liability and risk relating to coverage of Contractor Staff under Applicable Law including but not limited to Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Factories Act, 1948, Motor Vehicles Act 2016 and any other relevant act/regulations as will be applicable during the Term.
- 5.1.12 Contractor shall also be solely responsible for the payment of all benefits to the Contractor Staff under Applicable Law, such as provident fund, bonus, retrenchment compensation, leave, etc., and shall keep the Owner indemnified in this regard against any claims. The Owner shall be entitled to, if it is noticed that Contractor is in default, make such payment, solely at its discretion and recover such amounts as deemed fit from any sum due and payable to Contractor by the Owner.
- 5.1.13 Contractor shall be responsible for making any overtime payment for providing Services under this Contract and Owner shall not bear any liability whatsoever in this regard.
- 5.1.14 It shall be responsibility of Contractor to take care of the boarding, lodging, and local transportation for all Contractor Staff engaged in providing Services.
- 5.1.15 The hours of work at the Site shall be decided by the Owner and the Contractor shall adhere to it. Working hours in each shift shall normally be Twelve (12) hours per day - Monday through Sunday. However, vehicles for Security, Ambulance, Operational Emergency which are engaged for 24 hours shall be run by two drivers with duty hours of 12 hours each.
- 5.1.16 No personnel involved in the provision of Services under this Contract shall be deemed employees of the Owner. Neither Party shall be deemed to be a successor to the other Party under any union, labor, or collective bargaining agreement, or any other similar agreement, to which such Party is or may in the future be a party.
- 5.2 **Owner's Staff**
- 5.2.1 Owner shall appoint a Admin Manager and the Contractor shall report to the Admin Manager.

5.2.2 Admin Manager or Persons authorized by him shall co-ordinate with Contractor and supervise performance of Services.

5.3 **General Personnel Requirement**

5.3.1 The Contractor shall employ only medically fit Persons who are not below 18 (eighteen) years of age.

5.3.2 Contractor's Staff shall wear identification badges at all times while on work at Site.

5.3.3 Contractor shall employ local people from Tripura for the post of Driver.

5.3.4 Local people shall be given preference by Contractor in employment of staff and skilled workmen wherever local people with requisite skills are available.

5.3.5 All Contractor Staff shall be considered employees of Contractor only and Owner shall have no relation whatsoever with the Contractor Staff.

5.4 **Discipline of Workmen**

5.4.1 The Contractor shall adhere to the disciplinary rules, regulations and procedures set by the Owner in respect of Contractor Staff at Site. The Owner shall be at liberty to object to the presence of any Contractor Staff at the Site if, in the opinion of the Owner, such Person's conduct is inappropriate or such Person is incompetent or negligent or otherwise undesirable or if there is malfeasance in the conduct of such Person's duties or responsibilities to be performed at Plant or if, in the opinion of the Owner, the presence of such Person poses a threat towards safety & security of the Plant or Services or creates an environment detrimental to the interest of the Owner. In such a case the Owner may give written notice to the Contractor identifying the Person(s) concerned and describing the complaint in detail. Upon receipt of such complaint, the Contractor shall immediately remove the relevant Person(s) from the performance of the Services and replace him with appropriate personnel.

6.0 **CONTRACT PRICE AND PRICE BASIS**

6.1 **Contract Price**

6.1.1 The Owner shall, in consideration for the Services, pay to the Contractor, the contract price comprising of the amounts specified in Part A of Annexure 2 (Contract Price), subject to the terms of this Article 6.0 and Article 7.0 (Payment) below ("**Contract Price**").

6.1.2 The Contract Price is full compensation to Contractor for faithful and satisfactory performance of all the Services included in this Contract, compliance with all terms and conditions of this Contract, and for Contractor's payment of all obligations incurred in, or applicable to the performance of the Services. Contract Price shall be regulated and paid in the manner described in this Article 6.0 and Article 7.0 (Payment).

6.2 **Price Basis**

- 6.2.1 Contract Price, unit prices, pricing for change, and all other prices and rates set forth in the Contract shall remain fixed and firm and shall not be subject to any change whatsoever during the Term.
- 6.2.2 Contract Price includes all costs, expenses, overheads, etc., to be incurred by the Contractor and profit margin for the performance of all the Services and obligations under this Contract including but not limited to the following and no additional claim or payment would be admissible therefore:
- 6.2.2.1 Cost of providing vehicles as per the technical specification;
- 6.2.2.2 Cost of providing drivers, supervisors and other maintenance staff ;
- 6.2.2.3 Cost of operation & maintenance of vehicles ;
- 6.2.2.4 Salaries and wages, including benefits, general and administrative overheads, and all miscellaneous expenses for the Contractor Staff including drivers ;
- 6.2.2.5 Cost of evaluation, selection, employment, relocation, and training of Contractor's Staff including drivers;
- 6.2.2.6 Cost of uniform, personal safety equipment, etc. for Contractor's Staff;
- 6.2.2.7 Cost of premium of insurance policies and deductible amounts for all insurance policies provided by the Contractor including comprehensive insurance policy, Third Party Liability insurance as per Article 11.0 (Insurance). Under no circumstance shall OTPC be liable to compensate for any loss or damage that may be caused to / by the vehicles while engaged in discharge of the Contractor's obligations under this contract.
- 6.2.2.8 Cost associated with any incident occurring after the release of vehicle/driver from duty or when the vehicle is moving without any authorised OTPC official.
- 6.2.2.9 Cost of transporting and mobilizing the vehicles etc to the Site.
- 6.2.2.10 Cost of obtaining and maintaining documents in the vehicle like R.C Book, Driving License, pollution certificate and any Permit/license required for fulfilling the obligation etc.
- 6.2.2.11 Cost for abiding to Road Safety, Plant safety, security and Services requirements including cost of installation and maintenance of Spark Arrestors, Car-reversing horn, Portable fire extinguisher, Foot matting, premium quality large size seat towel (white) of Bombay dyeing, car freshener of good qualities, mosquito repellent , one litre water bottle every day, torch, well equipped first aid box and Umbrella etc.
- 6.2.2.12 Cost of Air-conditioned Ambulance duly fitted with basic medical facilities such as Oxygen supply system (Oxygen Cylinder with mask), Stretcher and First Aid Box with standard medical equipment.
- 6.2.2.13 Cost of legal, payroll and accounting services with respect to the Contractor Staff, and accounting and legal matters related to the administration of this Contract;

- 6.2.2.14 Any and all other costs and expenses for performing Services, not specifically set forth herein but incurred by the Contractor for fulfillment of its overall obligation covered under this Contract;
- 6.2.3 The Contract Price shall include site establishment charge which shall not be subject to adjustment based upon any additions or deletions to the Contract Price.
- 6.2.4 The Contract Price shall include the cost of operation and maintenance of vehicles for all days (24 hours per day, 7 days a week) of the month.
- 6.2.5 The Contract Price (including the break-up) specified under Annexure 2 (Contract Price) shall apply regardless of when the Services are performed, during day or night or a holiday.
- 6.2.6 The Contract Price shall include the cost of Route Permit, state or national permit, clearance from RTO (Tripura) or any other authority concerned and compliance of any legal formalities connected with the Contract.
- 6.2.7 The Contract Price shall include the cost of insurance.
- 6.2.8 Contract Price shall include all costs associated with and relating to, performing Services in accordance with all Applicable Laws as well as Owner's HES Policy and security regulations.
- 6.2.9 Failure by Contractor to assess fully the scope of Services, as required and described in this Contract shall not be accepted as a basis for variations to the Contract Price or any part thereof such as pricing of individual items and time and material rates for changes.
- 6.2.10 Contract Price shall be inclusive of all applicable Indirect Taxes as specified in Annexure 2 (Contract Price). Tax payable on income or profession of the Contractor shall be the sole responsibility of the Contractor and the Owner shall have no obligation regarding the same.
- 6.2.11 All payments to be made to the Contractor under this Contract shall be made net of any withholding or deduction as may be required under any Applicable Law in force at the relevant time including Income Tax Act, 1961. In case of such deduction made by the Owner from the amount payable to the Contractor, the Owner shall provide the Contractor with appropriate tax deduction certificates.
- 6.3 Quantity Variation
- 6.3.1 In case, owner decides to increase the quantity of vehicle in any category given in Form-1D, Contractor shall provide the same at the same price.
- 7.0 **PAYMENT**
- 7.1 The payment to the Contractor for the performance of the Services under this Contract shall be made by the Owner as per the guidelines and conditions specified herein. Payments to be made hereunder are subject to any adjustment/deductions as per the provisions of this Contract.
- 7.2 The Contract Price will be paid in Indian Rupees only.

- 7.3 Payment shall be made for supply of vehicles for normal duty hours of 12(Twelve) hours 8.00 am to 8.00 pm per day. There shall be and there will be no weekly off/PH , but the vehicle may be used beyond the normal duty hours in case of exigencies/emergency work for which no extra payment shall be considered except the charges mentioned in price schedule. The vehicle may or may not be utilised on listed holidays or other holidays. All necessary arrangement for running of vehicle in 30/31 days in a month should be provided by the Contractor. For 24 Hrs. vehicle the normal duty hours per day shall be round the clock 24 (Twenty Four) hours.
- 7.4 **Payment Term:**
- 7.4.1 **Total Monthly Rental Price for Vehicle Hiring Services** including Service tax shall be released against completion of Services duly certified by Manager, HR & Admin within twenty (20) days of receipt of following documents by Owner in 1 (one) original + 2 (two) copies on fulfillment of the following conditions:
- 7.4.1.1 Unconditional and unequivocal acceptance of Letter of Award;
- 7.4.1.2 Submission of Performance Bank Guarantee as provided in article 19.0 ;
- 7.4.1.3 On mobilizing all the vehicles along with drivers with mobile phones as per Technical Specification and
- 7.4.1.4 Submission of a copy of following certificate, license and agreements for all vehicle: (i) Vehicle Registration Certificate (RC) (ii) Insurance (iii) Pollution under control certificate(PUC) (iv) Driving License (v) Agreement with the Vehicle Owners.
- 7.4.1.5 Authorization of total Kilometers travelled with opening and closing meter reading duly certified by HR & Admin Manager of OTPC;
- 7.4.1.6 Log book kept in the vehicle and the movement of the vehicle is recorded correctly with time details of vehicle movement. Signature of the User/company representative, confirming the information entered each day shall be taken on a daily basis.
- 7.4.1.7 Invoice shall be submitted to the Admin department, OTPC complete in all respects including submission of all statutory compliances within 7th day of every month for the preceding month along with log book and monthly statement of journey.
- 7.4.2 **Reimbursement of Fuel and other charges:**
- 7.4.2.1 Actual Cost of the Petrol or Diesel shall be reimbursed as per certification of actual duty hours and the Kilometers covered during the month by the HR & Admin Manager of OTPC based upon: (i) the mileage given in Form -1 D (Schedule of Prices), (ii) the total Kilometers covered during the month as per the log book with signature of the User/company representative, and (iii) actual bills of Petrol/Diesel submitted along with the invoice.
- 7.4.2.2 Parking charges, Toll Tax, wherever incurred shall be reimbursed as per actual by OTPC on certification by the user on submission of documentary proof (original receipt) alongwith monthly Bill.

- 7.5 Contractor shall be solely responsible for payment of wages/salaries including any overtime and allowances to Contractor's personnel that might become applicable under any new act or order of Government. OTPC shall have no liability whatsoever in this regard.
- 7.6 All kinds of repairs/maintenance cost, cost of oil & lubricants, cost of any spares, fee towards licenses/registration taxes such as road tax, permit fee, passenger Tax, Border Tax etc., challans, salary of the driver, insurance premium etc. are Contractor's responsibility and Contractor shall bear all the costs.
- 7.7 Bill having cutting and over writing shall not be entertained. No advance payment shall be made under any circumstances.
- 7.8 The vehicle may be released giving 15 days notice without assigning any reasons whatsoever and the contract shall automatically stand terminated and all pending dues shall be cleared in due course. The successful Contractor can also withdraw the vehicle on justifiable grounds of contract termination only upon receipt and acceptance of written notice 3 months prior to the planned withdrawal.
- 7.9 OTPC shall not be held liable for any incident occurring after the release of vehicle/driver from duty or when the vehicle is moving without any authorised OTPC official.
- 7.10 There will no extra payment for the outstation trips.
- 7.11 Price Variation: Only Variation in Price applicable as per the Contract shall be the the rate of fuel, which shall be reimbursed at actuals as per para 7.4.2 above
- 7.12 **Mode of Payment**
- 7.12.1 Payment shall be made either by cheque or in such other manner as the Parties may mutually agree in writing. All bank charges shall be to the account of Contractor.
- 7.12.2 Applicable income tax/withholding tax/TDS shall be deducted while making payment and necessary certificate as per Applicable Law shall be issued in due course of time.
- 7.12.3 If the Owner disputes any item of an invoice, the Owner shall make payment for the undisputed portion of such invoice when such payment becomes due under this Contract. The Owner shall make the balance payment within 30 (thirty) days after resolution of the dispute in accordance with Article 45.0 (Settlement of Disputes) of this Contract.
- 8.0 **TAXES, DUTIES & LEVIES**
- 8.1 The Contract Price is inclusive of all taxes, duties and levies as applicable on the Effective Date, the description and rates of which and the corresponding amounts included in the Contract Price are specified in Part D of Annexure 2 (Contract Price) ("**Taxes**"). Only such Taxes shall be paid / reimbursed by Owner to Contractor as part of the Contract Price against documentary evidence of payment by Contractor thereof.
- 8.2 The Contractor acknowledges and agrees that the description, rates and corresponding amounts of Taxes included in the Contract Price, as specified in

Part B of Annexure 2 (Contract Price), has been provided by the Contractor on the Effective Date. The Owner's liability to reimburse/pay the Contractor in respect of any Indirect Tax is restricted to the extent such Indirect Taxes is indicated in Part B of Annexure 2 (Contract Price). In the event this information is subsequently found to be incomplete, incorrect or misleading, the Owner shall have no liability to reimburse/pay the Contractor the excess amounts with respect to any Indirect Tax, if such amounts are finally levied / imposed / recovered by any Government Agency on / from the Contractor.

8.3 Any statutory variation (upward or downward) in Indirect Taxes, as specified in Part B of Annexure 2 (Contract Price) within Time for Completion shall be to the account of the Owner. The Contractor shall submit documentary evidence of above variation along with his invoice.

8.4 Imposition of new Indirect Taxes by the Central or State government within the Time for Completion shall be to the Owner's account. However, any increase in the rates of Indirect Taxes or imposition of new Indirect Taxes, beyond the Time for Completion shall be to the Contractor's account and any benefit of statutory downward revision in Indirect Taxes beyond the Time for Completion shall be passed on by the Contractor to the Owner.

8.5 In the event that the Owner is required to pay the income tax/withholding tax applicable on Services provided, the Owner shall deduct such taxes from the gross value of the Contractor's invoice and remit the net amount taking into account such deductions. However, the Owner shall furnish a TDS certificate to this effect in favour of the Contractor so as to enable it to take the tax credit.

9.0 **TIME FOR COMPLETION**

9.1 The Contractor agrees to provide the Services in a timely manner in accordance with the terms of this Contract. The Contractor admits and acknowledges that time is the essence of this Contract for the performance of the Services.

9.2 The Vehicle Hiring Services shall be provided for a continuous period of twelve (12) months from the Effective Date ("**Completion of Services**"). Period for Vehicle Hiring Services may be extended by another twenty four (24) months based on performance to be evaluated at the end of the first (12) month period.

9.3 For the avoidance of doubt, it is clarified that the Owner shall not be responsible to decide when the Contractor should commence, cease or resume the performance of its obligations under this Contract or in any way to superintend the same, so as to relieve the Contractor of the responsibility or of any consequence of its neglect or carelessness or by that of its Subcontractors/partners.

10.0 **INSURANCE**

10.1 The insurances described below in Clause 10.2 shall be obtained and maintained by the Contractor and the insurances described below in Clause 10.3 shall be obtained and maintained by the Owner, with the assistance of the Contractor if so required.

10.2 **Contractor's Insurance Obligation**

10.2.1 Without prejudice to its obligations under this Contract or otherwise under Applicable Law, the Contractor, at its cost, shall arrange, secure and maintain all

such insurance as may be required in connection with the performance of the Services and obligatory in terms of Applicable Law to protect its interest and interests of the Owner against all perils relating to performance of Services. The Contractor shall *inter alia* arrange, secure and maintain the following insurance policies:

10.2.1.1 Workmen's Compensation Insurance

10.2.1.1.1 This insurance policy shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1923. This insurance policy shall also cover the Contractor against claims for injury, disability, disease or death of its (and/or its Subcontractor's) employees, which, for any reason, are not covered under the Workmen's Compensation Act, 1923. This insurance policy shall cover liability for such minimum amounts which shall not be less than:

- a. Workmen's compensation: As per statutory provisions.
- b. Employee's liability: As per statutory provisions.

10.2.1.2 Comprehensive Automobile Insurance

10.2.1.2.1 This insurance policy shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the employees of the Owner and damage to the property of others arising from the use of motor vehicles during performance of Services, irrespective of the ownership of such vehicles. This insurance policy shall cover liability for the minimum amounts subject to the Motor Vehicles Act, 1988 and Motor Vehicles Act, 2016.

- a. Fatal Injury: Rs 1,000,000 (Rupees One Million only) each Person & Rs 1,000,000 (Rupees One Million only) each occurrence.
- b. Property Damage: Rs. 1,000,000 (Rupees One Million only) each occurrence.

10.2.1.3 Comprehensive General Liability Insurance

10.2.1.3.1 This insurance policy shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, its agents, its employees, its representatives and Subcontractors or from riots, strikes and civil commotion. This insurance policy shall also cover all the liabilities of the Contractor arising out of the Article 11.0 (Indemnity) of this Contract. This insurance policy shall cover liability for a minimum amount of [Any one accident : Any one year : Rs 1,000,000 (Rupees One Million only) : Rs 1,000,000 (Rupees One Million only)]

10.2.1.4 Group Personnel Accident Policy

10.2.1.4.1 This insurance policy shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of any of its and its Subcontractor's employees, due to any accident. This insurance policy shall cover liability for a minimum amount of for [Any one accident : Any one year : Rs 1,000,000 (Rupees One Million only) : Rs 1,000,000 (Rupees One Million only)].

10.2.2 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance

coverage to the extent both in time and amount to take care of all its liabilities either direct or indirect, in pursuance of this Contract and as per Good Engineering & Construction Practices.

10.2.3 Any deductibles or claims under recovery from the insurance providers shall be to the account of the Contractor.

10.2.4 If the Contractor does not maintain the insurance coverage specified in this Clause 10.0, the Owner shall have right, but not the obligation, to provide for such insurance coverage at the Contractor's risk and cost.

10.2.5 Neither failure to comply nor full compliance with the insurance provisions of this Contract shall limit or relieve the Contractor of its liabilities and obligations under this Contract and in particular from the Contractor's obligation to hold the Owner harmless in accordance with any indemnity provisions contained in this Contract.

11.0 **INDEMNIFICATION**

11.1 **Indemnification by Contractor**

11.1.1 Contractor agrees to defend, indemnify and hold harmless the Owner, its Affiliates, and all of their directors, officers, employees, agents and representatives ("Owner Indemnified Parties"), from and against any and all Losses arising: by reason of Contractor's actual or asserted failure to comply with any Applicable Law or any provision of this Contract, from actual or asserted violation or infringement of rights in any patent, copyright, proprietary information, trade secret or other property right caused or alleged to be caused by the use of materials, equipment, methods, processes, designs or information furnished by Contractor or its Subcontractors in performance of the Services, from injury to or death of any Person (including employees of the Owner, Contractor and Contractor's Subcontractors or any third party) or from damage to or loss of property (including the property of the Owner or a third party) arising directly or indirectly out of this Contract or out of any acts of omission or commissions of Contractor or its Subcontractors, or from present or future Environmental Claims directly or indirectly related to or arising out of the actual or alleged existence, generation, use, collection, treatment, storage, transportation, recovery, removal, discharge or disposal of Hazardous Material at the Plant and/or adjacent areas solely to the extent arising out of the gross negligence or Willful Misconduct of the Contractor, its Subcontractors or sub-vendors in the performance of the Services under this Contract.

11.1.2 The Owner shall be entitled to retain from payments otherwise due to Contractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Contractor's indemnity obligations under this Clause 11.1, until such claims, suits or liens have been settled and satisfactory evidence to that effect has been furnished to the Owner.

11.1.3 Contractor acknowledges that specific payment has been incorporated into the Contract Price as legal consideration for Contractor's indemnity obligations as may be provided in this Contract.

11.2 **Indemnification by Owner**

11.2.1 Owner agrees to defend, indemnify and hold harmless the Contractor, its Affiliates, and all of their directors, officers, employees, agents and representatives ("Contractor Indemnified Parties") from and against any and all

Losses arising out of or resulting from claims of third parties for any damage to or destruction of property of, or death of or bodily injury to, any Person due to any gross negligence or Willful Misconduct of the Owner in the course of performance of its obligations under this Contract; provided that the foregoing obligations shall not apply to the extent the Contractor Indemnified Parties are negligent or to the extent such Losses are caused by the acts of omission or commissions of the Contractor Indemnified Parties.

11.3 In the event that the indemnity provisions in this Contract are contrary to the laws of India, then the indemnity obligations applicable hereunder shall be construed to be to the fullest extent allowed by Applicable Law.

11.4 Provision of this Article 12.0 shall survive termination or expiry of this Contract.

12.0 **LIMITATION OF LIABILITY**

12.1 Both Owner and Contractor understand and agree that there shall be absolutely no personal liability on the part of any of the members, shareholders, officers, employees, directors, agents, authorized representatives or Affiliates of the Owner or Contractor for the payment of any amounts due hereunder, or performance of any obligations hereunder.

12.2 With the exception of those provisions of this Contract providing for the payment of liquidated damages, neither the Contractor nor the Owner shall be liable to the other as a result of any action or inaction under this Contract or otherwise for any special, indirect, incidental or consequential losses such as but not limited to loss of profit, loss of revenue, loss of use of the Plant, loss of power, loss of opportunity, loss of goodwill, loss of contracts or cost of capital. It is hereby agreed that this limitation of liability shall not apply in respect of claims for which either Party is indemnified under Article 12.0 (Indemnification) or covered by the insurance under Article 11.0 (Insurance). Nothing in this Article 13.0 shall reduce the Contractor's liability for liquidated damages in accordance with the provisions of this Contract.

12.3 The aggregate liability of the Contractor with respect to all claims arising out of or in connection with performance or non-performance of this Contract whether in contract, warranty, tort or otherwise shall not exceed the Contract Price, provided that this limitation shall not apply in case of negligence, Willful Misconduct or liabilities arising out of indemnity provisions in this Contract.

12.4 The provisions of this Contract constitute Contractor's and Owner's exclusive liability, respectively, to each other, and Contractor's and Owner's exclusive remedy, respectively, to each other, with respect to the obligations under this Contract.

13.0 **SUSPENSION OF SERVICES**

13.1 Owner reserves the right, at its convenience, to suspend and reinstate performance of the whole or any part of the Services without invalidating the provisions of this Contract. Orders for suspension or reinstatement of the Services shall be issued to the Contractor in writing.

13.2 Upon receiving any such notice of suspension, Contractor shall promptly suspend further performance of the Services to the extent specified, and during the period of such suspension shall take proper care of and protect all equipments at the Site, inventories in stores, supplies and equipment Contractor has with it for

performance of the Services. Contractor shall use its best efforts to utilize its material, labor and equipment in such a manner as to mitigate costs associated with suspension. Owner may, at any time, withdraw the suspension of performance of the Services as to all or part of the suspended Services by written notice to the Contractor specifying the effective date and scope of withdrawal, and Contractor shall resume diligent performance of the Services for which the suspension is withdrawn on the specified effective date of withdrawal.

13.3 The Time for Completion shall be extended for a period equal to the duration of the suspension provided the suspension is not due to some default on the part of Contractor.

13.4 If such suspension continues for a continuous period of 45 (Forty Five) days, at the end of such period, Contractor or Owner may, by a further 30 (thirty) days prior written notice, terminate the Contract and in such case Owner shall pay to the Contractor costs in accordance with Clause 43.6 as if such a termination was a termination under Clause 43.4.

14.0 **APPLICABLE LABOUR LAWS**

14.1 The Contractor shall comply with all the rules and regulations under the Applicable Law during the performance of the Services under this Contract.

14.2 The Contractor shall comply with all Applicable Laws with respect to employment of labour (issued by the Central Government or the State Government as the case may be).

14.3 The Contractor shall *inter alia* comply with the provision of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970, Inter State Migrant Labour Act, 1979 and Employees State Insurance Act, 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time.

14.4 The Contractor shall obtain all Permits required under Applicable Law in connection with the Contractor Staff employed by it for performing the Services including but not limited to licenses required under Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under; the registration under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and obtaining the Employee Provident Fund (EPF) Code. All registration and statutory inspection costs and expenses (including payment of fees), if any, in respect of the performance of the Services pursuant to this Contract shall be to the account of the Contractor.

14.5 The Contractor shall pay to the labour, employed by it, either directly or through Subcontractors, wages in accordance with the provisions of the Minimum Wages Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 as prevalent in Tripura.

14.6 The Contractor shall cover contract labourers to be engaged by them during the Term for the purpose of provident fund benefits as per rules under the Contract Labour (Regulation and Abolition) Act, 1970 and the Employees' Provident Funds and Miscellaneous Provisions Act, 1952.

- 14.7 The Contractor shall submit to the Owner on the 10th (tenth) day of every month a return on the prescribed form for the payment of wages under the provisions of the Minimum Wages Act, 1948 and the Contract Labour (Regulation and Abolition) Act, 1970 as prevalent in Tripura. Failure of the Contractor to submit such a form shall be considered as breach of this Contract.
- 14.8 If Owner as "Principal Employer" is held liable to pay contribution, etc. under any Applicable Law or court decision in respect of any Contractor Staff, then Contractor would reimburse the amount of contribution so paid by the Owner and in addition the Contractor shall keep the Owner fully indemnified in this regard.
- 14.9 The Contractor shall comply to all statutory requirements under Motor Vehicle Act, 1988 and Motor Vehicle Act 2016 and all other applicable Acts shall be complied by the Contractor.
- 14.10 In the event of the Contractor committing a default or breach of any of the provisions of the Applicable Law as mentioned in this Article 16.0, as amended from time to time, or in furnishing any information or submitting or filling any form, register/slip under the provisions of such Applicable Law, the Owner shall be at liberty to take recourse to any action it may deem fit, under the circumstances, to protect its own interest. Further, all amounts as may become due for payment to the concerned authorities/agencies on account of such defaults or breach shall be settled by the Owner after recovering the same from the Contractor. The Owner shall be entitled to deduct such amounts from the Contract Price payable to the Contractor under this Contract.
- 15.0 **SUBCONTRACTING**
- 15.1 Contractor shall not subcontract any part of the Services.
- 16.0 **LIEN**
- 16.1 To the full extent permitted by Applicable Law, Contractor hereby waives and releases any and all rights of mechanic's lien and similar rights for payment for services, labor, equipment or materials bought by the Contractor for performance of the Services and granted by law to Persons performing services and bringing things of value to improve or modify land or structures hereon, which Contractor may have against property belonging to the Owner.
- 16.2 Contractor shall at all times promptly pay for all services, materials, equipment and labour used by Contractor in the performance of the Services under this Contract and shall, to the fullest extent allowed by Applicable Law, at its expense keep all properties belonging to the Owner free and clear of any and all of the above mentioned liens and rights of lien arising out of services, labor, equipment or materials furnished by Contractor or its employees, supplier or Subcontractors in the performance of the Services. If Contractor fails to release and discharge any lien or threatened lien against the property of the Owner arising out of performance of the Services within 7 (seven) days after receipt of written notice from the Owner to remove such claim of lien, the Owner may, at its option, discharge or release the claim of lien or otherwise deal with the lien claimant, and Contractor shall pay the Owner any and all costs and expenses of the Owner in discharging/releasing such lien, including reasonable attorneys' fees incurred by the Owner.

- 16.3 The Owner shall have lien on all materials and equipments including those of the Contractor brought to the Site for the purpose of construction, erection, testing and commissioning of the Facility. The Owner shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or its Sub-contractor(s) without the prior written approval of the Owner.
- 17.0 **FORCE MAJEURE**
- 17.1 Force majeure is herein defined as any cause which is beyond the reasonable control of the Contractor or the Owner, as the case may be, which the affected Party could not foresee or with a reasonable amount of due diligence could not have foreseen, which could not have been prevented or overcome by the affected Party through the exercise of reasonable skill or care, which does not result from the affected Party's negligence or the negligence of its agents, employees or Subcontractors, and which substantially affects the performance of the obligations under this Contract ("**Force Majeure**"), such as:
- 17.1.1 Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, cyclone, lightning, storm, plague;
- 17.1.2 Lawful strikes and lawful lockouts and other generalized labour action occurring within India (excluding such events which are Site specific and attributable to Contractor);
- 17.1.3 Act of terrorism or sabotage, act of any Government Agency, including but not limited to war (whether declared or undeclared), invasion or armed conflict, revolution, riot, civil commotion, quarantines, embargoes, in each case occurring inside India or directly involving India;
- 17.1.4 Radioactive contamination or ionising radiation or chemical contamination originating from a source in India or resulting from another Force Majeure event;
- 17.1.5 Fire or explosion, except as may be attributable to the Contractor;
- 17.1.6 An act of God;
- 17.1.7 Any act, failure to act, restraint or regulation, of any Government Agency (excluding actions that constitute remedies or sanctions lawfully exercised as a result of breach by the affected Party of any Applicable Law which is not discriminatory in nature);
- provided either Party shall within 7 (seven) days from the occurrence of any such cause notify the other Party in writing.
- 17.2 For avoidance of doubt, it is clarified that lack of funds shall not be construed as an event of Force Majeure.
- 17.3 Contractor shall not be entitled to, and hereby expressly waives recovery of, any damages suffered by reason of delays of any nature and extension of time shall constitute the sole remedy of the Contractor for delays under this Clause.
- 17.4 Neither Party shall be considered to have defaulted in the performance of any of its obligations under this Contract, when and to the extent such failure of performance shall be due to a Force Majeure event.

- 17.5 **Obligation to cure Force Majeure Diligently**
- 17.5.1 If either Party claims an event of Force Majeure, then the Party claiming the event shall:
- 17.5.1.1 Provide prompt notice, and in any event within 7 (seven) days from the occurrence of such Force Majeure event, to the other Party of the occurrence of Force Majeure event, stating whether it claims relief under this Article 21.0 by giving reasons of such event, expected duration of such event and probable impact of such event on the performance of its obligations hereunder;
- 17.5.1.2 Exercise all reasonable efforts to continue to perform its obligations hereunder;
- 17.5.1.3 Consult with the other Party, agree upon the action to be taken and expeditiously take action to correct or cure the event or condition excusing performance;
- 17.5.1.4 Exercise all reasonable efforts to mitigate or limit damages to the other Party to the extent such action will not adversely affect its own interests;
- 17.5.1.5 Furnish weekly reports with respect to its progress in overcoming the adverse affects of such event or circumstances; and
- 17.5.1.6 Provide prompt notice to the other Party of the cessation of the event or condition giving rise to its excuse from performance.
- 17.5.2 The affected Party shall not be obliged, when complying with its obligations under this Clause 18.5, to take any steps which would not be in accordance with Good Engineering & Construction Practices or to take any steps beyond its reasonable control. The suspension of the obligations hereunder of the affected Party shall be of no greater scope and no longer duration than is reasonably necessitated by the Force Majeure event.
- 17.6 So long as the affected Party has at all times since the occurrence of the Force Majeure event complied with the obligations of Clause 18.5 and continues to so comply then, the affected Party shall not be liable for any failure or delay in performing its obligations (other than an obligation to make a payment) under or pursuant to this Contract during the existence of a Force Majeure event; provided, however, that no relief shall be granted to the affected Party pursuant to this Clause 18.6 to the extent that such failure or delay would have nevertheless been experienced by the affected Party had the Force Majeure event not occurred.
- 17.7 If the performance of this Contract is prevented, hindered or delayed for a continuous period of 180 (one hundred eighty) days from the beginning of a Force Majeure event or for an aggregate period of more than 270 (two hundred seventy) days during the Term, due to a Force Majeure event, then the Parties shall mutually decide further course of action. If mutual settlement cannot be arrived at within 30 (thirty) days, either Party shall have the right to terminate this Contract in accordance with Clause 43.3.2.
- 18.0 **PERFORMANCE BANK GUARANTEE**
- 18.1 The Contractor shall, within 15 (fifteen) days of the Effective Date, provide to the Owner an unconditional and irrevocable performance bank guarantee of an amount equivalent to 10% (ten percent) of the Contract Price for due

performance of its obligations under this Contract, with an initial validity of up to 90 (ninety) Days beyond the Term, a format of which is attached as Annexure 4 (Form of Performance Bank Guarantee) ("**Performance Bank Guarantee**").

18.2 If, at the time of discharge of Performance Bank Guarantee, a dispute has been referred for resolution pursuant to Article 45.0 (Settlement of Disputes), the Contractor shall, on or before 21 (twenty one) days before the expiry of the Performance Bank Guarantee, issue an extension of the existing Performance Bank Guarantee or issue a separate security in the form of an unconditional and irrevocable bank guarantee for an amount proportionate to the Contract Price for such part, valid till final resolution of the dispute and payment of any amount due as a result thereof, as the case may be.

18.3 The Performance Bank Guarantee to be submitted by Contractor shall be from an Acceptable Bank and in the form acceptable to the Owner and as prescribed under Annexure 4 (Form of Performance Bank Guarantee).

18.4 The Contractor acknowledges and agrees that the Performance Bank Guarantee shall be held by the Owner as security for the satisfactory completion of the obligations of the Contractor in accordance with this Contract, including recovery of any amounts due to the Owner from the Contractor. The Owner shall have the unconditional option under the Performance Bank Guarantee to invoke and encash the same and shall be entitled to recover from the Performance Bank Guarantee, any amounts which may become due to the Owner from the Contractor.

19.0 **SERVICE QUALITY ASSURANCE AND INSPECTIONS**

19.1 To ensure the conformance of the Services, performed at the Site by Contractor with the provisions of this Contract Owner or its representative(s) shall have the right to inspect and/or to test the Services to check their conformity with the provisions of this Contract.

19.2 Inspection and acceptance of the Services by the Owner and / or their representative shall not limit the liabilities and responsibilities of the Contractor in any manner and shall not prejudice the right of the Owner to reject the Services if it is found to be defective subsequently

20.0 **AMENITIES TO BE PROVIDED BY OWNER AND CONTRACTOR**

20.1 Following amenities at Site shall be provided by Owner:

20.1.1 Vehicle Parking Area inside the Plant, as available at site, shall be provided to Contractor by Owner.

20.2 Following amenities at Site shall be provided by Contractor:

20.2.1 The Contractor shall provide all vehicles along with the equipment, tools, tackles, Jack, stepney etc required for performing Services and maintaining the vehicles under the Contract and all other requirements specified in the Technical Specification. Price for deploying these items is included in the Contract Price. It shall submit a list of all such items to the Owner before the commencement of Services at Site.

20.2.2 The Contractor shall keep the vehicle interiors clean and free from rubbish, debris, etc. at all times during the Term. The Contractor shall employ adequate

number of special personnel to thoroughly clean its vehicles, at least twice in a day.

21.0 **CHANGE / VARIATION ORDER**

21.1 The scope of Services shall be subject to change by additions, deletions or revisions thereto by Owner. Contractor shall be notified of such changes by providing written notification.

21.2 Contractor shall perform only such changes in the Services which have been notified in writing. If any oral notice or instruction received from Owner involves change in the Contract Price or Time for Completion, Contractor shall forthwith ask Owner to notify such instructions in writing. Any costs incurred by Contractor in performing such changes not notified in writing shall be to Contractor's account. Contractor waives any and all rights to claim compensation from Owner for performing such changes in Services not notified in writing by Owner.

21.3 Bill of Quantity and Unit Prices for performing Services shall be as specified in Annexure - 3.

22.0 **CLAIM**

22.1 If, for any reason, Contractor considers that an event has occurred pursuant to which it has a right to claim compensation from Owner or an extension of Time for Completion, Contractor shall notify Owner in writing of the existence of such claim (the "**Claim**") within three (3) days of occurrence of such event and within ten (10) days of notifying Claim, Contractor shall submit to Owner details of Claim as per provisions of Clause 28.2. Contractor shall substantiate its Claim with payroll documents, paid invoices, receipts, records of performance and other documents satisfactory to Owner and subject to its verification. Owner shall not be liable for, and Contractor hereby waives, any claim or potential claim which have not been notified by Contractor in accordance with provisions of this Clause 23.1.

22.2 After examining Claim submitted by Contractor, Owner shall determine admissibility of the Claim and the extent, if any, to which the Contract Price and Time for Completion is to be changed and outcome shall be informed to Contractor. If Contractor disputes Owner's decision and notifies Owner within five (5) working days of receiving Owner's Decision, Contractor may seek to resolve the dispute in accordance with Article 45.0 (Settlement of Disputes). If Contractor decides to proceed pursuant to Article 45.0 (Settlement of Disputes), Contractor agrees to limit its claim to the amount claimed by it in accordance with Clause 28.1. In no event shall any work be halted, whether or not the claim can be resolved to Contractor's satisfaction, and Contractor shall be bound by the terms and conditions of this Contract to perform the Services without delay till its successful completion.

22.3 The following shall not constitute changes and Contractor has no right to make any claim in relation thereto:

22.3.1 Instructions, interpretations, decisions or acts by Owner which are:

22.3.1.1 to achieve compliance with the Contract by Contractor; or

22.3.1.2 to correct errors, omissions, poor engineering, defective workmanship or other failure of the Contractor to comply with the Contract;

- 22.3.2 Delay in the performance of Contractor's work or any additional work caused by Contractor.
- 22.3.3 Any work performed by Contractor arising out of Owner's comments on Contractor's submittals to the extent that such comments are consistent with the Contract.
- 22.4 If Contractor fails to follow the requirements of Clause 28.1, it shall have waived any right to make any claim in respect of the events referred to in Clause 28.1. Contractor's sole remedy in respect of any claim will be as provided in Clause 28.2. No claim by Contractor in relation to events referred to in Clause 28.1 shall be allowed after final payment is made.
- 22.5 Owner shall not be bound to any adjustments in the Contract Price or Time for Completion unless expressly agreed to by Owner in writing.
- 23.0 **BACKCHARGE**
- 23.1 A backcharge is a cost sustained by Owner and chargeable to Contractor for the Owner's performance of Services that is the responsibility of Contractor to provide a vehicle in the specified time.
- 23.2 Without limitation and by way of example only, backcharge may result from:
- 23.2.1 Services performed by the Owner, at Contractor's request, which are within Contractor's scope of Services under this Contract;
- 23.2.2 Costs sustained by the Owner as a result of Contractor's non-compliance with the provisions of this Contract or Contractor's act of omission or negligence; or
- 23.3 Upon identification by the Owner of an actual or anticipated backcharge, the Owner will issue a backcharge notice to Contractor. This notice shall describe the backcharge work to be performed, the schedule period for performance, the cost to be charged by the Owner to Contractor for the backcharge and other terms.
- 23.4 A backcharge shall consist of:
- 23.4.1 Actual cost of hiring a vehicle;
- 23.4.2 All taxes, levies, duties and assessments attributable to the backcharge work; and
- 23.4.3 25% (twenty-five percent) shall be added to the foregoing for indirect costs, overhead, supervision and administration.
- 24.0 **CONTRACTOR TO INFORM ITSELF FULLY**
- 24.1 Contractor shall be deemed to have carefully examined the Technical Specifications, the Site location, the Plant, Roads in Tripura including documentation required for obtaining license, permits etc. and fully acquainted itself with Site conditions and all other conditions relevant to the Services, and its surroundings, including for the mobilization of resources to the Site and transportation of the vehicles required for the performance of the Services. Contractor shall be deemed to have assumed the risk of such conditions and will, regardless of such conditions, expenses, and difficulty of performing the

Services, or negligence of the Owner, if any, fully complete the Services for the Contract Price without further recourse to the Owner. Information on the Site and local conditions at such Site furnished by the Owner in specifications, or otherwise is not guaranteed by the Owner and is furnished only for the convenience of the Contractor.

24.2 The Contractor acknowledges that the specifications provided by the Owner may not be complete in every detail. Contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not make use of any errors or omissions therein to the detriment of the Owner. In the event the Contractor, in the performance of Services, encounters or comes across any conflict, error, omission or discrepancy in the specifications, instructions, in work done by any other contractor, or in Site conditions, the Contractor shall promptly notify Owner in writing and Owner shall issue written instructions to be followed in relation to such conflict, error, omission or discrepancy. If Contractor proceeds with the Services prior to receiving such instructions, then required corrections shall be at Contractor's expense.

25.0 **MEASUREMENT OF WORK**

25.1 The Owner shall, except as otherwise stated, ascertain and determine by measurement the value of the work done in accordance with Contract.

25.1.1 Log book shall be only measurement book for calculating the total run in Kilometer.

25.1.2 Log book kept in the vehicle and the movement of the vehicle is recorded correctly with time details of vehicle movement. Signature of the User/company representative, confirming the information entered each day shall be taken on a daily basis.

25.1.2.1 The total Kilometers travelled with opening and closing meter reading shall be certified by HR & Admin Manager of OTPC.

25.1.3 All items having a financial value shall be entered in Measurement Book, Log Book, etc. prescribed by the Owner so that a complete record is obtained of all work performed under the Contract.

25.1.4 Measurement shall be taken jointly by the Owner and by the Contractor. It is the responsibility of the Contractor to provide log book and other things necessary for measurements.

25.1.5 Measurement record shall be signed by both parties immediately after completion of measurement.

25.2 Log book should be maintained with vehicle by the Driver reflecting journey undertaken daily which will invariably get filled up by the user himself in all cases affixing his signature and the same duly certified by the person(s) deputed for this work. The daily trip / run details for billing shall be prepared on the basis of this.

25.3 OTPC reserves the right to check the Mileage Meter (KM Indicator Meter) and may get it calibrated.

25.4 Mileage Meter (KM Indicator Meter) reading should be in properly working condition/sealed. If KM Indicator of any car is found tampered at any point of time, OTPC reserves the right to reject the party without any notice.

26.0 **ACCESS TO SITE**

26.1 Subject to security and safety requirements, reasonable access to the Site at all times, as is necessary to perform the Services in accordance with the terms of this Contract, shall be provided to the Contractor.

26.2 In the execution of the Services, no Person other than the Contractor or its duly appointed representative and Driver, shall be allowed to work at the Site, except by the special permission, in writing of the Owner. Contractor shall be solely responsible for the performance and cooperation of its representatives and drivers.

27.0 **SECURITY**

27.1 Contractor shall be solely responsible for all materials in its custody in the vehicle, loose or semi-assembled. The Contractor shall ensure protection of all materials provided by Owner from theft, fire, pilferage and any other damage and loss. All vehicles of the Contractor shall enter and leave the project site only with the written permission of the Owner.

28.0 **COOPERATION AND COORDINATION AT THE SITE**

28.1 In case where the performance of the Services by the Contractor affects the operation of the Plant, such Services of the Contractor shall be scheduled to be performed only in the manner stipulated by the Owner and the same shall be acceptable at all times by the Contractor. The Owner may impose such restrictions on the facilities provided to the Contractor as it may think fit in the interest of the Owner and the Contractor shall strictly adhere to such restrictions and co-operate with the Owner. Such decision by the Owner shall not be a cause for extra compensation for the Contractor.

29.0 **CONTRACTOR'S MATERIALS BROUGHT ON TO SITE**

29.1 The Contractor shall bring to Site all vehicles for the purpose of performing the Services with prior written notice to the Owner. Ownership of vehicles shall remain with Contractor. All such vehicles shall be used for the purpose of providing the Services only and shall not on any account be removed or taken away by the Contractor without the written permission of the Owner. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

29.2 The Contractor shall be fully responsible for the transportation and insurance of all the vehicles to the Site, including for the payment of all transportation and handling costs and expenses. It is acknowledged by the Contractor that the responsibilities for transportation are included in the Contract Price.

29.3 All the vehicles, which shall be used by the Contractor for performance of the Services under this Contract, arriving at the Site shall be parked in the allotted parking area only.

- 29.4 Contractor shall be solely responsible for any damage in handling, maintaining and/or in parking and use of the vehicles at the Site or in Tripura.
- 29.5 After the completion of Term, the Contractor shall remove the vehicles from the Site under the direction and with written permission of the Owner, brought by it for performing the Services which are not property of the Owner.
- 30.0 **PROTECTION OF MATERIALS, PROPERTY AND PERSONNEL**
- 30.1 The Contractor shall protect existing infrastructure existing at or in the vicinity of the Site from any loss or damage while performing Services. Contractor shall make good at his own cost all loss or damage to such infrastructures existing at or in the vicinity of the Site.
- 30.2 The Contractor shall ensure provision of necessary safety equipment in the vehicles as specified in the Technical Specification including but not limited to fire extinguisher, first aid box, seat belts, air bags, fog lights, horn, spark arrester etc., to provide adequate protection to persons and property.
- 30.3 The Owner shall not be responsible or held liable for any damage to vehicles, Person or property consequent upon the use, misuse or failure of any parts used by the Contractor Staff. The use of vehicle by Contractor Staff shall be construed to mean that the Contractor accepts all responsibility for and agrees to indemnify and hold the Owner harmless from any and all claims for damages resulting from use, misuse or failure of such parts.
- 31.0 **SAFETY**
- 31.1 The Contractor shall at all times comply with the HES Policy while performing the Services. In addition the Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to it or to the Owner or to others working at the Site. The Contractor shall also be responsible for provision of safety equipment required both under Applicable Law and any additionally required by the Owner.
- 31.2 All vehicles and materials used in performing Services by the Contractor shall meet the prescribed Indian/international standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe/best industry standards. All vehicles shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per procedures/guidelines/rules of the Owner in this regard.
- 31.3 Periodical examinations and all tests for all vehicles shall be carried out in accordance with the relevant provisions of Applicable Laws (such as Motor Vehicle Act, 1988 and Motor Vehicle Act 2016). A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when required by Owner or by Owner's representative.
- 31.4 The Contractor shall provide suitable safety equipment of prescribed standard in the vehicles according to the need, as may be directed by Owner who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 31.5 In case any accident occurs during the performance of the Services, thereby causing any minor or major or fatal injury to Contractor's employees due to any reason, whatsoever, it shall be responsibility of the Contractor to promptly

inform the same to the Owner, in prescribed form, and also to all the authorities envisaged under the Applicable Laws.

31.6 The Owner shall have the right, at its sole discretion, to stop the vehicles, if in its opinion the vehicle is being run in such a way that it may cause accidents and/or endanger the safety of the Person(s) and/or property and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and it shall comply to remove the shortcomings promptly.

31.7 The Contractor shall not be entitled to any damages/compensation for stoppage of vehicle due to safety reasons as provided in Clause 31.6 above.

31.8 The Contractor shall follow and comply with all safety rules, prescribed by the Owner, relevant provisions of Applicable Laws pertaining to the safety of workmen, employees, plant and equipment and road safety as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any discrepancy between the statutory requirements and the prescribed safety rules referred above, the more stringent provisions shall be applicable and binding upon the Contractor.

31.9 The Contractor acknowledges that providing a safe vehicles at the Plant and/or on the road in Tripura is a material requirement of the HES Policy and this Contract. If the Contractor fails in providing safe vehicles as per the provisions of Clause 31.8 above or continues the work even after being instructed to stop the vehicles as provided in Clause 31.6 above, then it would be a breach of the HES Policy and this Contract. In case of such a breach, the Contractor shall promptly pay to the Owner, on demand, compensation at the rate of Rs. 10,000/- (Rupees ten thousand only) per day or part thereof till the instructions are complied with and so certified by the Owner. However, in case of accident taking place causing injury, to any individual, the provisions contained in Clause 31.11 shall also apply in addition to compensation mentioned in this Clause 31.10.

31.10 The Contractor acknowledges that having a zero fatality rate at the Plant and/or on the roads in Tripura is important for the Owner and a material requirement of the HES Policy and Road Safety as per Motor Vehicle act, 1988 & Motor Vehicle Act 2016. If the Contractor or its drivers does not take all safety precautions and/or fails to comply with the HES Policy and/or Road Safety requirements as per Motor Vehicles Act 2016, the prescribed safety rules or Applicable Laws for the road safety which cause injury to its own staff, or employees of the Owner or any other Person who may be present at Plant or adjacent thereto, the Contractor shall be responsible for payment of compensation to the Owner as per the following schedule:

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|----|---|--|---|
| a. | Fatal injury or accident causing death: | Rs. 1,000,000/- (Rupees One Million only) per Person. | These are applicable for death/injury to any Person whatsoever. |
| b. | Major injuries or accident causing 25% (twenty five percent) or more permanent disablement to workmen or employees: | Rs. 250,000/- (Rupees Two Hundred Fifty Thousand only) per Person. | |

Permanent disability shall have the same meaning as indicated in Workmen's Compensation Act, 1923. The compensation mentioned above shall be in addition

to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act, 1923 and rules framed there under or any other Applicable Laws as applicable from time to time. In case the Owner is made to pay such compensation then the Contractor shall be liable to pay to the Owner such amount in addition to the compensation indicated above.

The amounts paid to the Owner by the Contractor pursuant to Clause 31.9 and/or Clause 31.10 shall be deposited by the Owner in a labour welfare fund which will be utilized by the Owner for the welfare of the labour.

32.0 **STATUTORY APPROVALS, PERMITS AND FRAUDULENT PRACTICES**

32.1 **Statutory Approvals**

32.1.1 The Contractor shall obtain all clearances, approvals, licenses, permits etc in accordance with applicable rules of Government Agency which are required for performing Services. Price for obtaining clearances, approvals, licenses, permits etc including payment of statutory fees is included in Contract Price.

32.2 **Corrupt / Fraudulent Practices**

32.2.1 The Contractor shall not, directly or indirectly, engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice or Obstructive Practice during the negotiation of this Contract or at any time during the Term.

33.0 **TERMINATION**

33.1 **Termination by Owner for Contractor's Event of Default**

33.1.1 Each of the following events, unless occurring solely as a result of breach by the Owner of its obligations under this Contract or a Force Majeure event, shall constitute an event of default and the Owner may terminate this Contract by giving 7 (seven) days written notice of termination to the Contractor:

33.1.1.1 Contractor refuses or neglects to comply with any reasonable order given to it in writing by the Owner in connection with the Services to be provided under this Contract;

33.1.1.2 Abandonment of the Services by the Contractor;

33.1.1.3 Contractor indulging in Corrupt Practices or Coercive Practices or Fraudulent Practices or Obstructive Practices during the signing of this Contract or during the Term in the opinion of the Owner;

33.1.1.4 Transfer or charge by the Contractor of any of its rights or obligations under this Contract without prior written consent of the Owner;

33.1.1.5 Any act or omission by the Contractor such that the Owner is or is likely to be or become in breach of any of its obligations under this Contract or constitutes or is likely to give rise to a Owner's event of default as mentioned under Clause 33.2;

33.1.1.6 Contractor ceases to carry on its business;

33.1.1.7 Failure of the Contractor to comply with an Arbitral Award within 30 (thirty) days of the Arbitral Award or within such time as prescribed under such award, whichever is earlier;

33.1.1.8 Contractor has incurred or is liable for liquidated damages in excess of the amount set out in Clause 10.5;

33.1.1.9 Failure by the Contractor to perform any obligation under this Contract with due diligence and expedition including any breach of Applicable Laws and such failure continues after written notice is provided to the Contractor by the Owner; provided, that the Contractor shall have up to fifteen (15) days after such notice is given to cure such default or to diligently commence and continue in good faith to cure such default prior to any such termination (provided that in no event shall such cure period exceed sixty (60) days including the fifteen (15) days of notice period); or

33.2 **Termination due to Force Majeure Events**

33.2.1 The Owner shall have a right to forthwith terminate this Contract if the performance of this Contract is prevented, hindered or delayed due to a Force Majeure event for a continuous period of 90 (ninety) days from the beginning of a Force Majeure event.

33.3 **Termination for Convenience by Owner**

33.3.1 Owner may terminate this Contract without assigning any reason by giving thirty (30) days written notice of termination to the Contractor.

33.4 **Termination Procedure**

33.4.1 Notice of termination shall be given to the other Party specifying the termination date with effect from which this Contract shall be terminated ("**Termination Date**") except for the obligations or duties that are stated to survive termination or are to be carried out after termination or owed by a Party at the time of or as a result of such termination. Termination notice shall also specify in reasonable detail the circumstances giving rise to termination of this Contract.

33.5 **Payment on Termination**

33.5.1 Owner shall not be liable to make any further payments to the Contractor until the costs of execution and all other expenses incurred by the Owner in completing the Services have been ascertained (the "**Cost of Completion**"). If the Cost of Completion when added to the total amounts already paid to Contractor as at the date of termination exceeds the total amount which would have been payable to the Contractor for performing the Services, the Contractor shall upon demand, pay to the Owner the amount of such excess. Any such excess shall be deemed a debt due by the Contractor to the Owner and shall be recoverable accordingly. If there is no such excess the Contractor shall be entitled to be paid the difference (if any) between the value of the Works ascertained and the total of all payments received by the Contractor as on the date of termination.

33.5.2 In the event of termination for convenience by Owner as per Clause 42.4, the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

33.5.3 Contractor shall not be entitled to any prospective profits or any damages.

33.6 **Obligation upon Termination**

- 33.6.1 Contractor shall discontinue performance of the Services from the Termination Date.
- 33.6.2 Contractor shall preserve and protect tools, construction equipment and facilities on Site, materials purchased for or committed to the Services (whether delivered to the Site or on order), Services in progress and Services completed till receipt of Owner's instructions and if requested by Owner, handover the same to Owner, including title to said materials, plant and equipment, or dispose of same in accordance with Owner's instructions
- 33.6.3 Contractor shall advise Owner of its outstanding subcontracts pertaining to performance of the terminated Services and, upon request, furnish Owner with complete copies.
- 33.6.4 Contractor shall place no further subcontracts except as may be necessary for completion of such portion of the Services which is not terminated.
- 33.6.5 Contractor shall promptly make every reasonable effort to procure cancellation, upon terms satisfactory to Owner, of all subcontracts to the extent they relate to the performance of Services terminated or, as directed by Owner, shall assign them to Owner, in form satisfactory to Owner, such of its subcontracts as are designated by Owner or shall take such other action relative to such subcontracts as may be directed by Owner.
- 34.0 **GOVERNING LAW AND JURISDICTION**
- 34.1 This Contract shall be governed by the laws of India.
- 34.2 The courts of New Delhi shall have exclusive jurisdiction in all matters arising under this Contract, including execution of arbitration awards.
- 35.0 **SETTLEMENT OF DISPUTES**
- 35.1 All unsettled disputes or differences arising out of or in connection with this Contract which cannot be amicably resolved by the Parties shall in the first instance be decided by the Owner in accordance with provisions of Clause 35.3 below.
- 35.2 **Owner's Decision**
- 35.2.1 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of this Contract whether during the performance of the Services or after its completion or whether before or after the termination, Abandonment or breach of this Contract, such dispute or difference cannot be amicably settled by the Parties, it shall, in the first place, be referred to and settled by the Managing Director of the Owner, who, within a period of 30 (thirty) days after being requested to do so, shall give written notice of its decision to the Contractor.
- 35.2.2 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the completion of the entire Services under this Contract and shall forthwith be given effect to by the Parties who shall comply with all such decisions, with all due diligence, whether it requires arbitration, as hereinafter provided or not.
- 35.2.3 If after the Owner has given written notice of its decision to the Contractor and no notice to arbitration has been communicated to it by the Contractor within 30

(thirty) days from the receipt of such notice, the said decision shall become final and binding on the Parties.

35.2.4 The Owner's decision (or the failure of the Owner to give decision within the time specified in Clause 35.3.1) and issuance of a written notice for arbitration pursuant to Clause 35.3.3 shall be a condition precedent to the right to request arbitration. It is the intent of this Contract that there shall be no delay in the execution of the Services and the decision of the Owner, as rendered, shall be promptly observed.

35.2.5 In the event of the Owner failing to notify its decision, as aforesaid, within 30 (thirty) days after being requested, or in the event of a Party being dissatisfied with any such decision, either Party may require that the matters in dispute be referred to arbitration as provided in Clause 35.4.

35.3 **Arbitration**

35.3.1 All disputes or differences in respect of which the decision, if any, of the Owner has not become final or binding as aforesaid, shall be settled by arbitration, under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (the "Arbitration Act") or any statutory modification, in the manner hereinafter provided. The venue of arbitration shall be New Delhi, India.

35.3.2 The arbitration shall be conducted in accordance with the Arbitration Act by 3 (three) arbitrators, (1) one each to be nominated by the Contractor and the Owner and the third to be nominated by the 2 (two) arbitrators nominated by the Parties at the commencement of arbitration proceedings. The 3rd (third) arbitrator so appointed shall act as the presiding arbitrator.

35.3.3 If one Party fails to appoint its arbitrator within 30 (thirty) days after the other Party has named its arbitrator, the Party which has named an arbitrator may request the President of the Institution of Engineers to appoint the second arbitrator on behalf of such Party. If the two arbitrators appointed by both Parties do not succeed in appointing a third arbitrator within 30 (thirty) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Chairman of OTPC.

35.3.4 The decision of the majority of the arbitrators ("Arbitral Award") shall be final and binding upon the Parties. The expense of the arbitration shall be paid as may be determined by the arbitrators. The arbitrators may, from time to time, with the consent of both the Parties increase the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the Party concerned to nominate another arbitrator in place of the outgoing arbitrator.

35.3.5 The arbitrators shall have full powers to review and/or revise any decision, opinion, directions, certification or valuation of the Owner in consonance with this Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Owner for the purpose of obtaining the said decision.

35.3.6 No decision given by the Owner in accordance with the foregoing provisions shall disqualify it from giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

35.4 During settlement of disputes including arbitration proceedings, both Parties shall be obliged to carry out their respective obligations under this Contract.

35.5 Parties agree that neither Party to this Contract shall be entitled for any interest on the amount of award.

35.6 The provisions of this Article 35.0 shall survive termination of this Contract.

36.0 **CHANGE IN LAW**

36.1 If after the Effective Date there is a Change in Law which is expected to result in the increase or decrease in the Contract Price, then either Party may request the other for a revision of the Contract Price in accordance with Clause 36.2, to reflect any such increase or decrease in costs. Such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the Contract Price.

For the avoidance of doubt, it is clarified that any revision to the Contract Price would be restricted to direct transactions between the Parties.

36.2 In case of a Change in Law affecting the Contract Price, the Contractor or the Owner, as the case may be, shall provide notice to the other, of such request, setting forth the proposed amount of, and the relevant details and calculations relating to, such increase or decrease in the Contract Price. Promptly upon, and in any event within 7 (seven) days of, the Contractor or the Owner, as the case may be, receiving such request (such date of receipt the "**Change in Law Request Date**"), the Parties shall discuss such proposed increase or decrease, in good faith and within 60 (sixty) days of the Change in Law Request Date, mutually agree upon a revised Contract Price.

37.0 **ASSIGNMENT**

37.1 Except as expressly provided in this Clause, neither Party may assign its rights or obligations hereunder directly or indirectly, whether by pledge, assignment, sale of assets or sale or merger (statutory or otherwise), without the prior written consent of the other Party.

37.2 Notwithstanding the foregoing, it is agreed that, without the consent of the Contractor:

37.2.1 The Owner may assign or create a security interest over its rights and interest under or pursuant to this Contract or any movable property of the Owner or any rights or assets of the Owner, in favour of any of the Lenders; or

37.2.2 The Owner may assign this Contract or its rights or obligations here under to any Subsidiary or Affiliate of the Owner.

37.3 The holder of any security interest in this Contract shall not be prevented or impeded by the Contractor from enforcing such security interest. The Contractor shall execute all consents to assignment and/or acknowledgements of any security interest as are requested by the Owner to give effect to the foregoing or to perfect any security interest, and shall provide such certificates and opinions of counsel addressed to the Owner and the Lenders as may be requested in connection with any financing of the Plant. The Contractor agrees that such consents and acknowledgements shall, *inter alia*, include:

- 37.3.1 an agreement by the Contractor to allow the holder of such security interest to cure defaults by the Owner;
- 37.3.2 an acknowledgement by the Contractor that the Owner is not in default under this Contract due to such assignment;
- 37.3.3 representations and warranties by the Contractor;
- 37.3.4 a prohibition against amending, assigning or terminating this Contract without the written consent of the holder of such security interest; and
- 37.3.5 a consent by the Contractor to allow the assignment of the Contract to the successors-in-interest of the holder of such security interest after foreclosure hereon.
- 38.0 **RELEASE OF INFORMATION**
- 38.1 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Services under this Contract, or description of the Site or the Plant, dimensions, quantity, quality or other information, concerning the Services, the Plant, the Site or the Project unless prior written permission has been obtained from the Owner.
- 39.0 **CONFIDENTIAL INFORMATION**
- 39.1 Subject to Clause 39.2, Contractor shall keep all documents, data, photographs, technical information or other information provided directly or indirectly by the Owner in connection with this Contract ("**Confidential Information**") private and confidential for a period of 6 (six) years from the Effective Date and shall not, without the consent of the other Party, publish or divulge to any third party, any Confidential Information or any particulars thereof, whether such Confidential Information has been provided prior to, during or following termination of this Contract.
- 39.2 Each Party shall be entitled to disclose the Confidential Information without the prior written consent of the other Party, if such Confidential Information:
- 39.2.1 was furnished prior to this Contract without restriction;
- 39.2.2 is or becomes available within the public domain (other than by breach of the foregoing obligation of confidentiality);
- 39.2.3 is received by either Party from a third Party without restriction and not in breach of this Contract;
- 39.2.4 is independently developed by either Party;
- 39.2.5 is required to be provided to any contractors/subcontractor, subject to inclusion of terms similar to the provision of this Article 39.0 in the agreement with such contractor/subcontractor;
- 39.2.6 is required to be provided to the Lenders;
- 39.2.7 if and to the extent required to be provided under Applicable Law or pursuant to an order of any court of competent jurisdiction provided that the original

disclosing Party is given notice and adequate time to seek a protective order applicable to the information, if practicable, before it is disclosed;

39.2.8 if and to the extent required to enforce any right or remedies under this Contract;

39.2.9 if required to be provided to any insurer under a policy of insurance related to this Contract;

39.2.10 if required to be provided to directors, employees and officers of such Party provided that the disclosing Party determines in good faith that the recipient has a legitimate need to see such Confidential Information; and the recipient has been made aware of and has agreed to be bound by the requirements of this Article 39.0;

39.2.11 in case of the Owner, if required to be provided to any of its Affiliates; or

39.2.12 in case of the Owner, if required to be provided to such other parties to whom the Owner may be reasonably required to disclose such information.

40.0 **PATENT RIGHTS AND ROYALTIES**

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

40.2 Contractor hereby represents to the Owner that, as of the Effective Date, Contractor has received no notification of any rightful patent infringement claim which would prejudice the Owner's right to use or maintain the Services.

41.0 **WAIVER**

41.1 **No Waiver of Rights**

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

41.2 **Payments Not to Affect Right of the Owner and Liability of Contractor**

No sum paid on account by the Owner shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of its obligations for the

due performance of the Services or be interpreted as approval of the Services done.

42.0 **VALIDITY AND SURVIVAL OF PROVISIONS**

42.1 **Validity of Provisions and Severability**

The provisions of this Contract are severable. In the event any provision or condition of this Contract shall be held to be invalid, void or otherwise unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract. The Parties agree in such circumstances to negotiate an equitable amendment to the provisions of this Contract to give effect to the original intention of the Parties.

42.2 **Survival of Provisions**

The provisions of this Contract which by their nature are intended to survive the termination or expiry of this Contract shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination or expiry.

43.0 **LANGUAGE AND MEASURES**

43.1 The governing language for the Contract shall be English. All documents pertaining to this Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other document shall be written in English language. The metric system of measurement shall be used exclusively in this Contract.

44.0 **NOTICES**

44.1 All notices, reports, certificates or other communications to be given by one Party to the other under this Contract shall be in writing and by letter or facsimile transmission or electronic mail (save as in case of major issues relating to this Contract, such as notices of tests, arbitration, termination, etc.) and shall be deemed to be duly given when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission or electronic mail, provided that the sender has received a receipt indicating proper transmission) or 3 (three) days after being dispatched by an internationally recognized courier (in the case of a letter) to such Party at its address or facsimile number or electronic mail address specified in Clauses 44.1 and 44.3 below, or at such other address or facsimile number as such Party may hereafter specify for such purpose to the other Party by notice in writing.

44.2 Address for Notice to Owner:

Attn: Managing Director
ONGC Tripura Power Company Limited
6th Floor, IFCI Tower,
61, Nehru Place
New Delhi – 110019
Fax: +91-11-26227532
Email: _____

44.3 Address for Notice to Contractor:

[To be provided by Contractor]

Attn: _____

Address: _____

Fax: _____

Email: _____

44.4 For the avoidance of doubt it is provided that in case of a facsimile transmission, a positive transmission report from the sender's machine will be conclusive evidence of receipt in the absence of evidence to the contrary.

45.0 **CONTRACTUAL RELATIONSHIP**

45.1 The Contractor shall act as an independent contractor performing this Contract. This Contract does not create any agency, partnership, joint ventures or joint relationship between the Parties. Subject to the compliance of this Contract, Contractor shall be solely responsible for the manner in which Services are performed. All employees, representatives or Subcontractors engaged by the Contractor in performing this Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Owner and nothing contained in this Contract or in any Subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees or representative or Subcontractors and the Owner. Contractor shall be responsible for its acts, defaults or negligence and acts, defaults or negligence of its agencies, servant, Contractor's staff, workmen or Subcontractor.

45.2 Nothing contained in this Contract or any Subcontract awarded by Contractor shall create any contractual relationship between any Subcontractor and Owner.

46.0 **COPIES OF CONTRACT AND COUNTERPARTS**

46.1 This Contract shall be signed in 2 (two) originals. The Contractor shall be provided with 1 (one) signed original and the other one will be retained by the Owner.

46.2 Subsequent to signing of this Contract, the Contractor, at its own cost, shall provide the Owner with at least 5 (five) photocopies of this Contract within 30 (thirty) days after the signing of this Contract.

47.0 **ENTIRE AGREEMENT**

47.1 This Contract constitutes the entire understanding between Parties hereto with respect to the subject matter hereof and supersedes all communication, negotiations and agreement (whether written or oral) of the Parties with respect hereto made prior to the date of this Contract.

47.2 There are no understandings or agreements between the Owner and the Contractor which are not fully expressed herein including the Annexures referred to in this Contract.

47.3 No modifications of this Contract shall be valid unless the same is agreed in writing between the Parties hereto and issued as an amendment in writing to this Contract.

Annexure-1

VEHICLE MOBILIZATION PLAN

Sl. No.	Make & Model of Vehicle	Name of Owner of the Vehicle	Date of Agreement with the Owner of the Vehicle	Registration No. of Vehicles proposed to be deployed at OTPC	Proposed time of deployment

A. Contractor Staff: Supervisory/Drivers

- a.
- b.
- c.
- d.
- e.
- f.
- g.
- h.

Total: Supervisory

___ Nos.

Annexure-2

CONTRACT PRICE

Sl. No.	Description	PRICE IN FIGURES (INR)
I	VEHICLE HIRING SERVICES PRICE 1st Year (12 Months from Effective Date)	
IA	Price for Vehicle Hiring Services for a period of 12 Months from Effective Date at 2 x 363.3 MW gas based combined cycle power plant at Palatana, Tripura as defined in Bidding Document	
IB	All applicable taxes, duties and levies on IA above.	
IC	Total Price for 1st Year : Vehicle Hiring Services Price including Taxes, Duties and Levies (IA + IB) (in Figures & Words) INR	
II	VEHICLE HIRING SERVICES PRICE 2nd Year (13th Month to 24th Month)	
IIA	Price for Vehicle Hiring Services (13th Month to 24th Month) at 2 x 363.3 MW gas based combined cycle power plant at Palatana, Tripura as defined in Bidding Document	
IIB	All applicable taxes, duties and levies on IIA above.	
IIC	Total Price for 2nd Year : Vehicle Hiring Services Price including Taxes, Duties and Levies (IIA + IIB) (in Figures & Words) INR	
III	VEHICLE HIRING SERVICES PRICE 3rd Year (25th Month to 36th Month)	
IIIA	Price for Vehicle Hiring Services for 25th Month to 36th Month at 2 x 363.3 MW gas based combined cycle power plant at Palatana, Tripura as defined in Bidding Document	
IIIB	All applicable taxes, duties and levies on IIIA above.	
IIIC	Total Price for 3rd Year : Vehicle Hiring Services Price including Taxes, Duties and Levies (IIIA + IIIB) (in Figures & Words) INR	
IC + IIC + IIIC	TOTAL PRICE FOR PROVIDING Vehicle Hiring Services FOR 36 MONTHS (In figures and Words) (IC+IIC+IIIC)	

Part-C : Taxes & Duties

SI.	Description	Vehicle Hiring Services at SI. IA (1 st Year)	Vehicle Hiring Services at SI. IIA (2 nd Year)	Vehicle Hiring Services at SI. IIIA (3 rd Year)
D	Goods & Services Tax (GST)			
D.1	Amount on which applicable (INR)			
D.2	Rate (%)			
D.3	Total Custom Duty (INR)			
E	Service Tax			
E.1	Amount on which applicable (INR)			
E.2	Rate (%)			
E.3	Total Service Tax (INR)			
F	Other taxes, duties & levies			
F.1	Amount on which applicable (INR)			
F.2	Rate (%)			
F.3	Total of other taxes, duties & levies (INR)			
G	Total – taxes, duties & levies (INR) (A+ B + C + D + E +F)	<i>Should match with figures in IB</i>	<i>Should match with figures in IIB</i>	<i>Should match with figures in IIIB</i>

VEHICLE HIRING SERVICES AT									
2 X 363.3 MW GAS BASED COMBINED CYCLE POWER PLANT AT PALATANA, TRIPURA									
FORM – 1D (BILL OF QUANTITIES)									
Sl. No.	Make and Model of Vehicles	Fuel and Mileage	Qty	Monthly Rental Price for 1 st Year of Vehicle Hiring Services		Monthly Rental Price for 2 nd Year of Vehicle Hiring Services		Monthly Rental Price for 3 rd Year of Vehicle Hiring Services	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Maruti Ciaz- Alpha 1.4 MT 2017, or Honda City- 2017 V MT – <i>for 12 hours running/day</i>	Petrol 10 Km/Ltr	1						
2	Maruti Dzire-VXi, or Honda Amaze –SX-MT, or Hyundai Xcent S 1.2 - <i>for 12 hours running/day</i>	Petrol 12 Km/Ltr	1						
3	WagonR-Vxi, or Hyundai i10 Era, or, Toyota Etios Liva -V 1.2 - <i>for 12 hours running/day</i>	Petrol 14 Km/Ltr	1						
4	Scorpio - S4 PLUS 4WD- 1.99 and above <i>for 12 hours running/day</i>	Diesel 10 Km/Ltr	4						
5	Scorpio - S4 PLUS 4WD- 1.99 and above <i>for 24 hours running/day</i>	Diesel 10 Km/Ltr	1						
6	Bolero - EX BS - IV, or, Tata Sumo Gold - CX -BS-IV, or above <i>for 24 hours running/day</i>	Diesel 10 Km/Ltr	2						
7	Tata Winger – Ambulance with all Life Saving equipment, Oxygen Cylinder and apparatus – Ready to run <i>for 24 hours running/day</i>	Diesel 10 Km/Ltr	1						
TOTAL									

Annexure-3

**TECHNICAL SPECIFICATION
FOR
HIRING OF VEHICLES**

Annexure-4

FORMAT FOR PERFORMANCE BANK GUARANTEE*(To be stamped in accordance with Stamp Act)*

Bank Guarantee No. _____

Date _____

To,
ONGC Tripura Power Company Limited,
6th Floor, A –Wing, IFCI Tower
61, Nehru Place
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532

Dear Sirs,

At the request and for the account of our client _____ having its registered office at _____ (hereinafter referred to as the "**Contractor**", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns), and in consideration of ONGC Tripura Power Company Ltd having its registered office at **ONGC Tripura Assets, Badarghat Complex, Agartala, Tripura – 799014** (India) (hereinafter referred to as the "Owner", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns) having awarded the contract for _____ under reference no. _____ dated _____ to the Contractor (as amended, supplemented or modified from time to time in accordance with the terms thereof, hereinafter referred to as the "**Contract**") and the Contractor having agreed to provide a contract performance guarantee to the Owner for the full and faithful performance of each of Contractor's payment and other obligations under the Contract in an amount equal to **Rs** _____ [Rupees _____] (as such, amount may change pursuant to terms of the Contract, hereinafter "**Aggregate Maximum Amount**"),

we, _____, having our head office at _____ (hereinafter referred to as the "**Bank**", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns) do hereby irrevocably and unconditionally guarantee and undertake to pay to the Owner, immediately on receipt of written demand, any and all monies which the Owner certifies that it is entitled to draw hereunder pursuant to the terms and conditions of the Contract to the extent of the Aggregate Maximum Amount for the claim (s) arising up to the End Date (as defined below) without any demur, reservation, contest, recourse or protest and without any reference to the Contractor. Any such demand made by the Owner on the Bank under this Guarantee shall be (a) conclusive evidence that the Owner is entitled to demand payment thereof from the Bank pursuant to the terms and conditions of the Contract and (b) binding on the Bank, in each case notwithstanding any difference between the Owner and the Contractor or any dispute pending before any court, tribunal, arbitrator or any other authority

Multiple drawings may be made under this Guarantee. The Aggregate Maximum Amount under this Guarantee shall be automatically reduced by the amount paid to the Owner against demands for payment under this Guarantee.

This Guarantee may be amended to extend the then - current End Date upon the written request of the Contractor, but this Guarantee shall not otherwise be amended, and the Aggregate Maximum Amount shall not be reduced without the prior written consent of the Owner.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract

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

The Bank also agrees that the Owner, at its option, shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

The Bank's liability under this Guarantee is limited to the Aggregate Maximum Amount and it shall remain in force up to and including _____, 201_ (such date as may be extended, the "End Date"). The End Date shall be extended from time to time for such period as may be desired by the Owner and accepted by the Contractor on whose behalf this Guarantee has been issued. The Bank hereby agrees to notify the Owner in writing by registered mail not less than 30 (thirty) days prior to any expiration or other cancellation of this Guarantee if for any reason this Guarantee will expire according to its terms or will otherwise be cancelled and the validity of this Guarantee has not been extended beyond the then current End Date. This Guarantee shall expire on the End Date whether returned to us or not, but, Owner may raise a claim occurred on or prior to End Date on Bank within 2 (two) months of End Date of this Guarantee and Bank will honour such claim(s), and no claims will be honoured thereafter.

Dated this ___ day of _____, 20___ at _____

WITNESS

(Signature) _____

(Signature)

(Name) -----

(Name) -----

(Official Address)

(Designation with Bank stamp)

Attorney as per Power of Attorney
No.
Dated

Note: Currency of this Bank Guarantee shall be INR (Indian Rupees). This Bank guarantee shall be provided under a cover letter from the bank which is duly signed by 2 (two) authorized officers of such bank.

Annexure-5

LIST OF ACCEPTABLE BANKS**Foreign banks**

Sl. No.	Name of Bank
1.	Citigroup, USA
2.	HSBC Holdings, United Kingdom

Indian banks

Sl.No	Name of Indian Banks
1.	Allahabad Bank
2.	Andhra Bank
3.	Bank of Baroda
4.	Bank of India
5.	Bank of Maharashtra
6.	Canara Bank
7.	Central Bank of India
8.	Corporation Bank
9.	Indian Bank
10.	Indian Overseas Bank
11.	Oriental Bank of Commerce
12.	Punjab National Bank
13.	Syndicate Bank
14.	Union Bank
15.	United Bank of India
16.	Vijaya Bank
17.	State Bank of India
18.	State Bank of Hyderabad
19.	State Bank of Mysore
20.	State Bank of Patiala
21.	Axis Bank
22.	ICICI Bank
23.	Indusind Bank
24.	IDBI Bank
25.	HDFC Bank

Annexure-7

SITE



TECHNICAL SPECIFICATION

FOR

HIRING OF VEHICLES

2 X 363.3 MW

GAS BASED COMBINED CYCLE POWER PLANT,

PALATANA, UDAIPUR, TRIPURA

(This document is meant for the exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

**TECHNICAL SPECIFICATIONS FOR HIRING OF VEHICLES AT 2 X 363.3 MW GAS BASED
COMBINED CYCLE POWER PLANT AT PALATANA, TRIPURA****TABLE OF CONTENT**

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SCOPE OF SERVICES

1.0 It is clearly understood by the parties that in respect of Services to be provided by Contractor under the Contract, responsibility of Owner shall be limited to provide gate pass for the vehicles & drivers and Contractor shall be responsible for providing all other Services required for providing vehicles as per this technical specification.

In this Technical Specification, capitalized terms used but not defined shall have the meaning assigned to them under the contract dated [●] (the “Contract”).

2.0 **GENERAL OBLIGATION OF THE CONTRACTOR**

2.1 The Contractor shall obtain, at its expense, all Permits required to be obtained by the Contractor, to allow it to carry on its business and provide the Services under the Contract.

2.2 Pursuant to the Contract, the Owner is contracting for the Services of the Contractor, as an independent contractor, to provide vehicles in accordance with this technical specification of the Contract.

3.0 **SERVICES**

3.1 In furtherance of and without limiting the obligations and responsibilities of the Contractor specified in the Contract, the Contractor shall, at all times commencing from the Effective Date and continuing through the Term and in accordance with the provisions of the Contract, perform the services specified hereunder (the “Services”). For the convenience only, Services have been categorized. However, any Services envisaged under the Contract to be provided by Contractor, irrespective of their categorization, shall be provided as and when required.

3.2 The Contractor shall be required to provide commercial chauffeur driven car on monthly hire basis. The vehicle must be registered as commercial vehicle not earlier than 2016 model and should not have run more than 40,000 Km. The minimum required technical specification of the car to provide on hire is detailed as under : -

Sl	Make and Model of Vehicles	Fuel	Quantity (No.)
i.	Maruti Ciaz- Alpha 1.4 MT 2017, or Honda City- 2017 V MT- <i>for 12 hours running/day</i>	Petrol –AC	1
ii.	Maruti Dzire-VXi, or Honda Amaze –SX-MT, or Hyundai Xcent S 1.2 - <i>for 12 hours running/day</i>	Petrol- AC	1
iii.	WagonR-Vxi, or Hyundai i10 Era, or, Toyota Etios Liva -V 1.2- <i>for 12 hours running/day</i>	Petrol-AC	1
iv.	Scorpio - S4 PLUS 4WD- 1.99 and above with 8 seater arrangement with back door opening- <i>for 12 hours running/day</i>	Diesel-AC	4
iv.	Scorpio - S4 PLUS 4WD- 1.99 and above with 8 seater arrangement with back door opening- <i>for 24 hours running/day</i>	Diesel-AC	1

SI	Make and Model of Vehicles	Fuel	Quantity (No.)
v.	Bolero - EX BS - IV, or, Tata Sumo Gold - CX -BS-IV, or above with 8 seater arrangement with back door opening- <i>for 24 hours running/day</i>	Diesel, Non-AC	2
vi.	Tata Winger – Ambulance- duly fitted with basic medical facilities such as Oxygen supply system (Oxygen Cylinder with mask), Stretcher and First Aid Box with standard medical equipment- <i>for 24 hours running/day</i>	Diesel-AC	1

- 3.2.1 Vehicle must be immaculate and in Road worthy & excellent running conditions.
- 3.2.2 The vehicle must be with commercial registration & permit.
- 3.2.3 The vehicle must be registered in the name of Contractor or should have power of attorney from the owner for such deployment and bilateral agreement between Contractor and Vehicle Owner.
- 3.2.4 **Measurement of the job & Working Time :**
 - 3.2.4.1 The following methods of measuring the job carried out by the Contractor will be adopted :
 - 3.2.4.2 Half Day shall mean a period of 6 hours from the scheduled time of report on week days / working days.
 - 3.2.4.3 Full Day shall mean a period of 12 hours from the scheduled time of report.
 - 3.2.4.4 Extra waiting time shall mean extra work beyond 12 hours
 - 3.2.4.5 Holiday / Leave for Vehicle: Leave will be allowed on any one day during the month with two days' prior written consent of officer in charge for the purpose of routine maintenance of the vehicle.
 - 3.2.4.6 Even if no holiday is availed by the Contractor, no further compensation shall be given in lieu of such working on holidays/off days.
 - 3.2.4.7 OTPC shall allow actual running to and fro from garage to place of duty limited to 10 KMs per day.
 - 3.2.4.8 Day means calendar day and Month mean Calendar Month.
 - 3.2.4.9 The vehicles as above will be required for all days of the month.
 - 3.2.4.10 The vehicles on monthly hiring basis will be required for continuous 12 hours duty per day.
 - 3.2.4.11 Working time for the vehicles shall be intimated by the Officer In-charge of HR Department. Normally the working hours shall start at 08-00 Hrs.
 - 3.2.4.12 In case the reporting time of the vehicles is informed specifically other than normal reporting time, such time of reporting shall be reckoned for calculation of 12 hours on the that day.

3.2.5 Reporting Place :

3.2.5.1 Reporting place shall normally be Site Office, OTPC Plant premises, Palatana, Udaipur, Tripura - 799116. In case of change of reporting place on any day shall be intimated to the Contractor or Chauffeur telephonically in advance.

3.2.5.2 In case breakdown of vehicles at any point of time during the contractual period, replacement of same is to be made immediately within half an hour by the Contractor without fail.

4.0 Contractual obligation of the Contractor:

4.1 OTPC will give instructions to the Contractor or his authorized representative only. OTPC will have nothing to do or be concerned with the employment of employees working for the Contractor. The relationship between OTPC and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer –employee relationship.

5.0 Towards selection, control and supervision of employees :

5.1 Contractor shall decide the number of employees to be deployed for execution of the work awarded to him and he or his authorized representative will be solely entitled to dictate such workers about the manner of carrying out the work as per the prescribed specifications and quality plan.

5.2 Contractor shall employ local people from Tripura as drivers.

5.3 Contractor shall supervise the work allotted to him and to be carried out by their employees.

5.4 Contractor to ensure that the employees deployed in the premises of OTPC are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc. The Contractor shall arrange to obtain police verification of each of chauffeur/driver deployed.

5.5 The Contractor shall provide road safety refresher training to their drivers at least once a year.

5.6 The Contractor should also ensure that he /she will engage the vehicles with chauffeurs/drivers who know the following genuine ethics and he /she will instruct them to implement the same.

5.7 Chauffeur/driver provided for such vehicle(s) shall maintain logbook for recording relevant journey details and must be holding professional valid driving license for commercial vehicles with sufficient experience for minor repair of vehicles and attend to break downs and have adequate knowledge of reading, writing and speaking English/Hindi/Bengali. The chauffeurs should be well conversant with the roads and streets of Agartala, Udaipur, Palatana and other surrounding areas. He must have experience in driving on highways. Required tool box must be provided with each vehicle by the Contractor.

5.8 The chauffeur/driver should have minimum three years' experience of driving similar vehicle with proof of valid license.

5.9 The chauffeur/driver should keep the vehicle neat and clean daily / timely before reporting for the duty.

- 5.10 The chauffeur/driver should allow the passengers to get inside the vehicle and later on he should enter into vehicle.
- 5.11 The chauffeur/driver himself should open and close the doors for the passengers / customers while getting into and getting out of the vehicle.
- 5.12 The chauffeur/driver shall not smoke/be drunken while on duty.
- 5.13 Contractor to maintain appropriate records of these employees/drivers deployed to carry out the job(s).
- 5.14 Contractor should issue appropriate appointment letters to his employees/drivers.
- 5.15 Contractor to provide employment card/identity card with photographs duly verified and attested by the Contractor to his employees/drivers. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- 5.16 Contractor shall provide mobile phone to the employees/chauffeur/driver deployed by him for operation of vehicle.
- 5.17 Contractor will be responsible for the conduct of his employees/driver. In case of any misconduct/misbehavior by any employee/driver, the Contractor will replace such employee(s)/drivers immediately.
- 5.18 Contractor will keep watch on his employees/drivers and he will be liable for any pilferage/loss to OTPC due to acts of omission and commission by his employees/drivers. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees/drivers deployed by the Contractor shall lie exclusively with the Contractor.
- 5.19 The Contractor shall be responsible for enforcing all safety regulations as applicable under motor vehicle act 1988 and Motor Vehicle Amendment Act 2016.
- 5.20 The Contractor to ensure that all precautions are taken for safety of his employees/drivers and Vehicles.
- 5.21 In the event of termination of contract for any reason, whatsoever, the Contractor shall withdraw all his employees/drivers from the establishment of OTPC. In case, Contractor decides to terminate services of his employees/drivers, he should settle all terminal dues including retrenchment compensation.
- 5.22 The Contractor shall maintain sufficient funds with the chauffeurs/drivers to meet any emergency requirement on account of fuel, parking fees, emergency repair/maintenance etc.
- 6.0 **Legal obligation of the Contractor:**
- 6.1 All statutory requirements under Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workmen Compensation Act, 1923, EPF & MP Act, 1952, payment of Gratuity Act, 1972, ESI Act, 1948, Contract Labour (R & A), Act, 1970, Payment of Bonus Act, 1965, Income Tax, Service Tax Act, Motor Vehicle Act, 1988 Motor Vehicle Amendment Act, 2016 and all other applicable Acts shall be complied by the Contractor.

- 6.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees/drivers issued from time to time by the concerned authorities.
- 6.3 Contractor shall ensure payment of statutory prescribed minimum wages as applicable from time to time. The Contractor shall maintain proper records of timely disbursement of wages. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities/ OTPC authorities.
- 6.4 The Contractor shall indemnify OTPC against all claims and losses under various labour laws, statutes or any civil or criminal law in connection with employees/drivers deployed by him.
- 6.5 The liability for any compensation on account of injury sustained by an employee/driver of the Contractor will be solely attributable to the Contractor.
- 6.6 Route permit / national permit / clearance form RTO or any other authority concerned and compliance of any other legal formalities connected with the contract have to be arranged by the Contractor at his cost. OTPC does not take any responsibility in this regard.
- 6.7 The Contractor will ensure that all vehicles deployed under this contract agreement are covered by a comprehensive insurance policy. Under no circumstance shall OTPC be liable to compensate for any loss or damage that may be caused to / by the vehicles while engaged in discharge of the Contractor's obligations under this contract.
- 6.8 Contractor to obtain insurance cover for his employees/ vehicles/tools and tackles etc. and take risk insurance coverage at his own cost. OTPC shall not be responsible for any loss, damage, pilferage of his property and / or his employees/drivers.
- 6.9 OTPC shall not be held liable for any incident occurring after the release of vehicle/driver from duty or when the vehicle is moving without any authorised OTPC official.
- 6.10 The driver should abide by the rules laid down by Transport Authority or any Authority relevant to the subject and should always strictly follow the traffic rules and Regulations so as to ensure safety of the passenger. OTPC will not be responsible for any Challan/Penalty by Traffic Police.
- 6.11 **Towards Supply of vehicles and log books:**
- 6.12 Well maintained and road worthy vehicle will only be taken in the service of OTPC. The supplied vehicles will be inspected by Admin in-charge or other person authorized by OTPC and if the vehicle are not found in road worthy/good condition, the same will have to be made properly maintained within reasonable time.
- 6.13 The vehicle will be utilized by OTPC, Palatana for plying in Tripura and adjoining states etc.
- 6.14 **The vehicle should be furnished with following items.**
- 6.14.1 The relevant documents like R.C Book, Driving License, Permit and pollution certificate etc.
- 6.14.2 The Contractor shall comply with following Road Safety Requirements:
- (a) Spark Arrestors
 - (b) Seat belts

- (c) Maximum speed limit of 20 kmph within plant premises
 - (d) Use of indicators before taking turns
 - (e) Car-reversing horn.
 - (f) Portable fire extinguisher
 - (g) Foot matting
- 6.14.3 The vehicle should be provided with OTPC Gate Pass issued by HR& Admin department of OTPC and it should be displayed on the front windshield.
- 6.14.4 A First Aid box along with required medicines shall be kept in the vehicles.
- 6.14.5 The vehicle must be fuelled adequately for daily run.
- 6.14.6 Contractor shall provide large size premium quality Bombay Dyeing towel as a seat cover (preferable white). Vehicles should be provided with car freshener of good qualities, mosquito repellent & one litre water bottle in every day. Vehicles should be provided with mobile charging facility.
- 6.14.7 The vehicle should be provided with additional/emergency accessories like (i) Fan belt, (ii) Spare Wheel, (iii) Standard tool kit, (iv) spare bulb, (v) fuses, (vi) hose pipe etc. to attend emergency repairs, (vii) Torch, (viii) Umbrella etc, the cost of which is included in the Contract Price.
- 6.15 Mileage Meter (KM Indicator Meter) reading should be in properly working condition/sealed. If KM Indicator of any vehicle is found tampered at any point of time, OTPC reserves the right to terminate the Contract without any notice.
- 6.16 Log book should be maintained with vehicle by the Driver reflecting journey undertaken daily which will invariably get filled up by the user himself in all cases affixing his signature and the same duly certified by the HR & Admin supervisor (authorized representative of OTPC) . The daily trip / run details for billing shall be prepared on the basis of this.
- 6.17 Chauffeur/Driver should be provided with proper uniform preferably white in colour and a mobile phone by the Contractor at his own cost.
- 6.18 In case of any accident involving the vehicle provided to OTPC, all liabilities whatsoever on account of any loss or damage to any person or property is incurred, the same shall be borne solely by the Contractor himself and OTPC in no circumstance shall be held responsible for same.
- 7.0 **Rights and obligations of OTPC :-**
- 7.1 In case the Contractor does not carry out the contractual/ statutory obligations or the services rendered by him are found to be unsatisfactory, OTPC shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within specified time failing which OTPC reserves the right to impose the specified penalty and / or terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.

- 7.2 The contract may be terminated at any time without paying compensation whatsoever to the contractor in case of misbehavior, disobedience, dishonesty, insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill their obligation under the contract.
- 7.3 OTPC reserves right to short close the contract at its discretion at any point of time without assigning any reason thereof.
- 7.4 OTPC reserves the right to check the Mileage Meter (KM Indicator Meter) and may get it calibrated.
- 7.5 OTPC reserves the right to terminate the contract after giving one month's notice to the Contractor.
- 7.6 OTPC reserves the right to ask for Replacement of Vehicle.
- 8.0 **Penalty :-**
- 8.1 Following Penalty shall be levied for non-compliance to technical specification:

Sl. No.	Nature of Default	% penalty of per day hiring charge of requisite vehicle	Model of Deduction as penalty
1	Failing to provide vehicle on call subject to consideration in case of force majeure like fire, accident, any public unrest, any other act of God etc, if any.	50%	Deduction from Running Bill/CPG
2	Late reporting (Beyond 15 Minutes)	10%	-DO-
3	Indecent behaviour of driver	10%	-DO-
4	Improper condition of vehicle interior/ exterior/ more than 1 year old vehicle.	15%	-DO-
5	Driver without proper uniform/ dirty dress	10%	-DO-
6	if the stepney is not placed at the space provided in the vehicle.	10%	-Do-
7	if the chauffeur/driver of the Contractor is found not following any motor vehicle safety rules	10%	-Do-
8	if the chauffeur/driver of the Contractor is found not following rules in the Plant premises	10%	-Do-
9	Withdrawal of vehicle before expiry of contract period		Forfeiture and encashment of CPG.

- 8.2 In the event of any breakdown, alternative arrangement of same model or latest model of vehicle should be made available by Contractor immediately at his own cost failing which action as clause 8.1(1) shall be applicable.
- 8.3 While on duty, if the chauffeur of the hired vehicle is found to be indulging in any case of disobedience, misbehavior, malpractice, fraud or any act of misdemeanor, a penalty will be as per clause no. 8.3 (3) imposed on the concerned Contractor. A repeated act of indiscipline is punishable by stopping the services with any notice or termination of the contract and other consequence depending upon the gravity of the case.
- 8.4 The decision of OTPC regarding interpretation of any terms and conditions set forth in the agreement shall be final and binding on the Contractor.
- 9.0 **Duration of the contract :-**
- 9.1 The duration of this contract will be for a period of Three (03) years with effect from the date of its commencement. The contract may be extended after completion of first and second year of services at the same rates and terms and conditions depending upon satisfactory performance certified by VP(Plant),OTPC.
- 9.2 Extension of contract cannot be claimed as a matter of right by the Contractor and the decision of OTPC shall be final and binding on the Contractor in this regard.
- 9.3 Successful Contractor shall arrange to mobilize as per instruction from concerned OTPC official of HR & Admin dept. after awarding of LOA.
-

Instructions for filling up Price Schedule (Form 1-A, 1-B , 1-C ,1-D & 1-E)

1. The total price as quoted in Form 1-A of the Bidding Document shall include the cost of services, taxes and duties respectively as included in the scope of Contract as stipulated in the Bidding Document and to complete the scope of services contemplated by the Bidding Document irrespective of whether all the items for services are categorically listed out/brought out elsewhere or not.
2. The bidder to note that this is an item rate contract. All the services which are deemed to be performed by the contractor as stipulated in the Bidding document and its cost thereof must be covered suitably and appropriately assigned to various available heads and categories.
3. Unless the basic parameter changes or additional/extra requirements are made, total payments to be made to the contractor shall be limited to Quoted price.
4. Quoted price including unit prices shall remain fixed and firm and shall not be subject to any change whatsoever including those on account of change in currency exchange rate.
5. Prices quoted by the Bidder shall also include cost of any other services/supplies/work(s) not specifically mentioned in the Bidding Document but necessary for the safe, efficient and trouble free performance of the Works.
6. The Contract Price quoted as above shall be inclusive of insurance charges.
7. The quoted prices in Form 1-A, Form 1-B & Form 1-D shall be inclusive of sales tax, VAT, excise duty, customs duty, service tax, Tripura VAT, octroi, etc. as applicable. Further, the Bidder shall indicate the amount of each component of tax, duty, levy, etc. separately in Form 1-C.
8. Octroi, as applicable, shall be included in the Lump sum Price.
9. Price shall be quoted both in figures as well as in words in clear legible writing. In case of a discrepancy between the amount stated in figures and words, the amount quoted in words shall prevail.
10. The total prices shall be fixed till the expiry of term of the Contracts and are not subject to price variations except the rate of fuel.
11. Capitalised terms used in this Form but not defined shall have the meaning prescribed to them under the Bidding Document.
12. Bidder shall specify name of the company and sign and affix common seal on all pages of Price Bid. The common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 1956.
13. The Contractor shall furnish prices based on the details provided in the bidding documents. It must be clearly understood that the Contractor have to strictly furnish the prices based upon bill of quantities (BoQ mentioned in Form 1-D) and technical specifications.

FORM 1-A

PROFORMA FOR PRICE PROPOSAL

We, _____ the Bidder, propose to the ONGC Tripura Power Company Limited, New Delhi, India that we shall carry out the whole of Services involved in connection with execution of vehicle hiring services, at 2 x 363.3 MW gas based combined cycle power plant at Palatana, Tripura in India as indicated in the Bidding Document (Proposal No. _____).

The total price for providing services in connection with execution of vehicle hiring services, at 2 x 363.3 MW gas based combined cycle power plant at Palatana, Tripura for 36 months as defined in the Bidding Document, as also indicated in Form 1-B & Form 1-D, shall be INR _____ (Indian Rupees _____).

Dated this _____ day of _____ [2017].

For and on behalf of _____ (Name of Bidder)

Address of head Office:

Signature _____

Name _____

Position held _____

Witnesses

1) Signature _____

Name _____

Position held _____

2) Signature _____

Name _____

Position held _____

[Affix Common seal here]

Note:

- 1) The lump sum price shown in Form 1-A and Form 1-B should be same and should match with the total amount calculated in Form 1-D (BoQ & Unit Prices)
- 2) The Bidder shall ensure that its Unpriced Techno-Commercial Bid does not indicate any prices.
- 3) In case of any mismatch in price specified in Form 1-A and price specified in Form1-B or Form - 1D, then the price specified in Form 1-A in words shall be considered for evaluation, and the Bidder will submit the price in Form 1-B and Form -1D again.

FORM 1-B

PROFORMA FOR PRICE BREAK-UP

Sl. No.	Description	PRICE IN FIGURES (INR)
I	VEHICLE HIRING SERVICES PRICE 1st Year (12 Months from Effective Date)	
IA	Price for Vehicle Hiring Services for a period of 12 Months from Effective Date at 2 x 363.3 MW gas based combined cycle power plant at Palatana, Tripura as defined in Bidding Document	
IB	All applicable taxes, duties and levies on IA above.	
IC	Total Price for 1st Year : Vehicle Hiring Services Price including Taxes, Duties and Levies (IA + IB) (in Figures & Words) INR	
II	VEHICLE HIRING SERVICES PRICE 2nd Year (13th Month to 24th Month)	
IIA	Price for Vehicle Hiring Services (13th Month to 24th Month) at 2 x 363.3 MW gas based combined cycle power plant at Palatana, Tripura as defined in Bidding Document	
IIB	All applicable taxes, duties and levies on IIA above.	
IIC	Total Price for 2nd Year : Vehicle Hiring Services Price including Taxes, Duties and Levies (IIA + IIB) (in Figures & Words) INR	
III	VEHICLE HIRING SERVICES PRICE 3rd Year (25th Month to 36th Month)	
IIIA	Price for Vehicle Hiring Services for 25th Month to 36th Month at 2 x 363.3 MW gas based combined cycle power plant at Palatana, Tripura as defined in Bidding Document	
IIIB	All applicable taxes, duties and levies on IIIA above.	
IIIC	Total Price for 3rd Year : Vehicle Hiring Services Price including Taxes, Duties and Levies (IIIA + IIIB) (in Figures & Words) INR	
IC + IIC+ IIIC	TOTAL PRICE FOR PROVIDING Vehicle Hiring Services FOR 36 MONTHS (In figures and Words) (IC+IIC+IIIC)	

Notes

- The total price includes cost of all items included in the scope of services as stipulated in the Bidding Document.



2. In case of any mismatch in price specified in Form 1-A and price specified in Form 1-B, then the price specified in Form 1-A in words shall be considered for evaluation.
3. In case of mismatch in prices , following shall be the order of precedence for evaluation of price : Form 1A > Form 1B > Form 1D

Place:

(Signature) _____

(Printed Name) _____

(Designation) _____

Date:

(Common Seal) _____

FORM 1-C

PROFORMA FOR TAXES, DUTIES & LEVIES

Sl.	Description	Vehicle Hiring Services at Sl. IA (1 st Year)	Vehicle Hiring Services at Sl. IIA (2 nd Year)	Vehicle Hiring Services at Sl. IIIA (3 rd Year)
A	Excise Duty			
A.1	Amount on which applicable (INR)			
A.2	Rate (%)			
A.3	Total Excise Duty (INR)			
B	Central Sales Tax			
B.1	Amount on which applicable (INR)			
B.2	Rate (%)			
B.3	Total Central Sales Tax (INR)			
C	Tripura VAT			
C.1	Amount on which applicable (INR)			
C.2	Rate (%)			
C.3	Total Tripura VAT (INR)			
D	Goods & Services Tax (GST)			

Sl.	Description	Vehicle Hiring Services at Sl. IA (1 st Year)	Vehicle Hiring Services at Sl. IIA (2 nd Year)	Vehicle Hiring Services at Sl. IIIA (3 rd Year)
D.1	Amount on which applicable (INR)			
D.2	Rate (%)			
D.3	Total Custom Duty (INR)			
E	Service Tax			
E.1	Amount on which applicable (INR)			
E.2	Rate (%)			
E.3	Total Service Tax (INR)			
F	Custom Duty & Other taxes, duties & levies			
F.1	Amount on which applicable (INR)			
F.2	Rate (%)			
F.3	Total of other taxes, duties & levies (INR)			
G	Total – taxes, duties & levies (INR) (A+ B + C + D + E +F)	<i>Should match with figures in IB</i>	<i>Should match with figures in IIB</i>	<i>Should match with figures in IIIB</i>
	<i>Note</i>			



Note:

1. In case any of the taxes, duties and levies applicable are shown as NIL and if these taxes, duties and levies are found applicable after opening of price bid, the same shall be to the account of the Bidder.
2. IA, IIA, IIIA and IB referred above are Sl. No. mentioned in Form 1-B.

Place:

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

FORM 1-D

BILL OF QUANTITY (BoQ) & UNIT PRICES

VEHICLE HIRING SERVICES AT									
2 X 363.3 MW GAS BASED COMBINED CYCLE POWER PLANT AT PALATANA, TRIPURA									
FORM – 1D (BILL OF QUANTITIES)									
Sl. No.	Make and Model of Vehicles	Fuel and Mileage	Qty	Monthly Rental Price for 1 st Year of Vehicle Hiring Services		Monthly Rental Price for 2 nd Year of Vehicle Hiring Services		Monthly Rental Price for 3 rd Year of Vehicle Hiring Services	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Maruti Ciaz- Alpha 1.4 MT 2017, or Honda City- 2017 V MT – <i>for 12 hours running/day</i>	Petrol 10 Km/Ltr	1						
2	Maruti Dzire-VXi, or Honda Amaze –SX-MT, or Hyundai Xcent S 1.2 - <i>for 12 hours running/day</i>	Petrol 12 Km/Ltr	1						
3	WagonR-Vxi, or Hyundai i10 Era, or, Toyota Etios Liva -V 1.2 - <i>for 12 hours running/day</i>	Petrol 14 Km/Ltr	1						
4	Scorpio - S4 PLUS 4WD- 1.99 and above <i>for 12 hours running/day</i>	Diesel 10 Km/Ltr	4						
5	Scorpio - S4 PLUS 4WD- 1.99 and above <i>for 24 hours running/day</i>	Diesel 10 Km/Ltr	1						
6	Bolero - EX BS - IV, or, Tata Sumo Gold - CX -BS-IV, or above <i>for 24 hours running/day</i>	Diesel 10 Km/Ltr	2						
7	Tata Winger – Ambulance with all Life Saving equipment, Oxygen Cylinder and apparatus – Ready to run <i>for 24 hours running/day</i>	Diesel 10 Km/Ltr	1						
TOTAL									



Notes

1. The total price includes cost of all items included in the scope of services and maintenance of vehicles as stipulated in the Bidding Document.
2. In case of any mismatch in price specified in Form 1-A and price specified in Form 1-B or Form-1D, then the price specified in Form 1-A in words shall be considered for evaluation.

Place:

(Signature) _____

(Printed Name) _____

(Designation) _____

Date:

(Common Seal) _____

PRICES FOR VEHICLE HIRING - ON NEED BASIS

2 X 363.3 MW GAS BASED COMBINED CYCLE POWER PLANT AT PALATANA, TRIPURA

FORM – 1E

Sl. No.	Make and Model of Vehicles	Qty	1st Year of Vehicle Hiring Services				
			Amount for 200 Kms /1 Full day running	Amount only for pick-up from Agartala Airport and drop at Palatana Plant	Amount only for pick-up from Palatana Plant and drop at Agartala Airport	Amount for 80 Kms/ half day running	(Rs./Km)
1	Chevrolet Cruze	1					
2	Toyota Fortuner	1					
3	Innova Crysta	1					
4	Maruti Ciaz	1					
5	Honda City	1					
6	Honda Amaze	1					
7	Hyundai Verna	1					
8	Scorpio - S4 PLUS 4WD- 1.99 and above	1					
9	Tata Indigo	1					
10	Siift Dzire	1					
11	Tata Sumo Gold - CX -BS-IV, or above	1					
12	Chevrolet Tavera	1					
13	Ford classic	1					
12	Tavera	1					
13	Ford Ecosport	1					
14	Ford Forestor	1					
15	Honda Accord	1					

Sl. No.	Make and Model of Vehicles	Qty	1st Year of Vehicle Hiring Services				(Rs./Km)
			Amount for 200 Kms /1 Full day running	Amount only for pick-up from Agartala Airport and drop at Palatana Plant	Amount only for pick-up from Palatana Plant and drop at Agartala Airport	Amount for 80 Kms/ half day running	
16	Toyota Altis	1					
17	12 seater - Traveller	1					
18	20 seater traveller	1					
19	Mitsubishi - Pajero	1					
20	Bus- 40 Seater – Tata/ Ashok. L/Volvo/Mazda	1					

Note : Rates shall be valid for 36 months.

Place:

(Signature) _____

(Printed Name) _____

(Designation) _____

Date:

(Common Seal) _____



FORM-A

(On the Letter Head of the Bidder)

BIDDER'S PROFILE

Proposal No.:

Date:

1	Name & address of the Bidder with phone/fax/e-mail.	
2	a. Year of incorporation (attach copies of incorporation documents).	
	b. Date & year of commencement of business (in case the Bidder is a public company).	
3	Legal Status of the Bidder (attach copies of original document defining legal status) a. Proprietary firm b. Partnership firm c. Limited company / Joint Venture / Consortia	
4	Names of directors and other executives with designation.	
5	Designation of individuals authorised to act for the Bidder.	
6	Total no. of professional staff:	
	a. Managers b. Supervisors, Drivers; c. Others.	
7	Has the Bidder ever abandoned the awarded contract for Vehicle Hiring Services before its completion? If so, give details including reasons for abandonment.	

8	Has the Bidder ever been debarred/black-listed for competing in any organisation at any time? If yes, please give details.	
9	Has the Bidder ever been convicted by a court of law? If so, give details.	
10	Any other information considered necessary but not included above.	

Place:

(Signature) _____

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Note:

- (i) In case of an Indian company, common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 1956.



FORM-B

(On the Letter Head of the Bidder)

SCHEDULE OF PRESENT COMMITMENT AND PAST EXPERIENCE

Proposal No.:

Date:

Sl. No	Contract no. & date	Name and address of client with contact person name and contact details	Name & location of the project	Scope of Work	In house Services rendered for the project	Value of the work order in INR along with copy of work order	Value of the work executed in INR along with copy of completion certificate	Duration of the project with commencement and completion date. Details of delays, if any, to be mentioned	Name of project in-charge and key staff and no. of staff involved	Salient feature of the project	Any other remarks
A	PRESENT COMMITMENT										
B	PAST EXPERIENCE										

(Signature) _____

Place:

(Printed Name) _____

Date:

(Designation) _____

(Common Seal) _____



FORM-C

(On the Letter Head of the Bidder)

AUDITED FINANCIAL INFORMATION FOR THE LAST THREE FINANCIAL YEARS

Proposal No.:

Date:

a.	Legal name of the Bidder.	
b.	Date of incorporation.	
c.	Registered office address.	
d.	Bidder's share capital employed in the business.	
e.	Turnover of the Bidder in last three financial years: <ul style="list-style-type: none">• 2014-2015• 2015-2016• 2016-2017	
f.	Profit (before tax) earned by the Bidder in last three financial years: <ul style="list-style-type: none">• 2014-2015• 2015-2016• 2016-2017	

Note: All the above documents shall be duly certified by banks/auditors, as the case may be.

Place:

(Signature) _____

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____

FORM-D



(On the Letter Head of the Bidder)

VEHICLE MOBILIZATION PLAN

Proposal No.:

Date:

Sl. No.	Make & Model of Vehicle	Name of Owner of the Vehicle	Date of Agreement with the Owner of the Vehicle	Quantity proposed to be deployed at OTPC	Proposed time of deployment

(Signature) _____

Place:

(Printed Name) _____

Date:

(Designation) _____

(Common Seal) _____

Note:



- (i) Common seal is to be affixed in accordance with the procedure prescribed under its articles of association/board resolution and in accordance with the Companies Act, 1956.



FORM- F

(On the Letter Head of the Bidder)

BID PROPOSAL LETTER

Proposal No.:

Date:

To
ONGC Tripura Power Company Limited,
6th Floor, A-Wing, IFCI Tower,
61, Nehru Place,
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532

Subject: Proposal for vehicle hiring services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.

Dear Sirs,

1. We, the undersigned Bidder, having read and examined in detail the Bidding Document including amendment numbers. *(Insert Amendment Numbers, if any)* of the above package issued by ONGC Tripura Power Company Limited, (OTPC) New Delhi, the receipt of which is hereby duly acknowledged, hereby propose to provide all the services specified in Bidding Document and fulfil all contractual obligations in conformity with the said Bidding Document.
2. We are enclosing herewith our Bid with formats duly signed as desired by you in the Notice Inviting Bids (NIB) and Instructions to Bidder (ITB) for your consideration.
3. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the NIB, ITB and subsequent communications from OTPC.
4. We confirm that no variation or deviation has been considered in our proposal except those specified in Form-G and Form-H.
5. We agree to abide by this Bid for a period of 180 (one hundred eighty) days from the date fixed for opening of Unpriced Techno-Commercial Bid under Clause 2.0 (h) of NIB and it shall remain binding upon us and may be accepted at any time before expiration of that period.



6. In the event our proposal is accepted, we agree to furnish Contract Performance Guarantees in the manner acceptable to OTPC and for the sum equal to 10% (ten percent) of the contract price within 15 (fifteen) days from the date of Letter of Award.
7. We declare that total price quoted by us in Form-1 (Schedule of Price) in INR is for the entire scope of work stipulated in Bidding Document.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We hereby unconditionally and irrevocably agree and accept that the decision made by OTPC in respect of any matter regarding or arising out of the NIB and ITB shall be binding on us. We hereby expressly waive any and all claims in respect of this process.
10. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the Contracts, in the event of our selection as Successful Bidder.
11. The information submitted in our Bid is correct and we would be solely responsible for any errors or omissions in the Bid.
12. We hereby declare that (i) only the persons or entities interested in this proposal as principals are named under the Bid and that no other company, persons or firms other than those mentioned in the Bid have any interest in this proposal or in the Contract to be entered into, if the award is made on us; and (ii) this proposal is made without any connection with any other person, firm or party likewise submitting a proposal and that this proposal is in all respect for and in good faith, made without indulging in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Collusive Practice or Obstructive Practice.
13. The details of the contact person for the purposes of the Bid:
Name :
Designation :
Company :
Address :
Phone no. :
Fax no. :
E-mail address :

Signed this _____ day of _____, 2017.

Thanking you, we remain,

Yours faithfully,

(Signature) _____



Place:

(Printed Name) _____

(Designation) _____

Date:

(Common Seal) _____

Address of Incorporation:

Address of the Principal Officer:



FORM-G

SCHEDULE OF TECHNICAL DEVIATION

1. Deviations to Bidding Document, if any, shall be indicated only in this schedule.
2. Deviations listed elsewhere shall be ignored.
3. No printed terms & conditions shall be considered.

Sl. No.	Section	Clause No.	Page No.	Description as specified	Deviation taken

Place:

(Signature) _____

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____



FORM-H

SCHEDULE OF COMMERCIAL DEVIATION

1. Deviations to Bidding Document, if any, shall be indicated only in this schedule.
2. Deviations listed elsewhere shall be ignored.
3. No printed terms & conditions shall be considered.

Sl. No.	Section	Clause No.	Page No.	Description as specified	Deviation taken

Place:

(Signature) _____

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____



FORM-I

[ON THE LETTERHEAD OF THE BIDDER]

UNDERTAKING ON BID VALIDITY PERIOD

Proposal No.:

Date:

**To
ONGC Tripura Power Company Limited,
6th Floor, A –Wing, IFCI Tower,
61, Nehru Place,
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532**

Ref: Tender No. _____

Dear Sir,

We recognise that the Notice Inviting Bids (NIB) and Instructions to Bidder (ITB) is an offer made on the condition that the Bid would be kept open in its original form without variation or modification for a period of 180 (one hundred eighty) days from the date of opening of Unpriced Techno-Commercial Bid stated in the NIB and its extension, if any. We further confirm that the making of the Bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIB and ITB by us. Accordingly, we hereby undertake that the Bid shall be kept open and be valid for the required period of 180 (one hundred eighty) days from the date of opening of Unpriced Techno-Commercial Bid as stated in the NIB or any extension thereof.

If we, the Bidder, fail to honour the above terms and conditions, ONGC Tripura Power Company Limited shall without prejudice to any other rights it may have, also have an unqualified, absolute and unfettered right to encash the Bid Security submitted along with our Bid and the amount for Bid Security shall stand forfeited.

Place:

(Signature) _____

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____



FORM-J

[ON THE LETTERHEAD OF THE BIDDER]

LETTER OF ACKNOWLEDGEMENT OF RECEIPT OF BIDDING DOCUMENT

Proposal No.:

Date:

To

**ONGC Tripura Power Company Limited,
6th Floor, A –Wing, IFCI Tower,
61, Nehru Place,
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532**

Ref: Tender No. OTPC/VEHICLE/PAL/17-18/001 dated 31st May 2017 ("**Tender**") and all the bidding documents issued to us for the said tender on purchase ("**Bidding Document**").

Dear Sir,

We, _____ hereby acknowledge receipt of a complete set of Bidding Document for horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura, of ONGC Tripura Power Company Limited (**OTPC**) for our use in preparing the bid for the Tender.

We have noted the closing date of receipt of bid in OTPC's office at 6th Floor, IFCI Tower, 61, Nehru Place, New Delhi- 1100019, India as 4:00 PM on 13th June 2017 [***This should be the date mentioned in Article 2 of NIB***] for the Tender.

We shall ensure that the contents of the Bidding Document shall be kept confidential within our organization and further that the specifications and text of Bidding Document shall remain the property of OTPC and shall be returned upon demand by OTPC, and the said documents are to be used only for the purpose intended by their publication i.e., to make the bid in response to the Tender.

Yours faithfully,

Place:

(Signature) _____

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____



FORM-K
[ON THE LETTERHEAD OF THE BIDDER]
PROFORMA FOR LETTER OF AUTHORITY

Proposal No.:

Date:

To
ONGC Tripura Power Company Limited,
6th Floor, A –Wing, IFCI Tower
61, Nehru Place,
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532

Ref: Tender No. _____(the "Tender")

Dear Sir,

We, _____ do hereby confirm that Mr. _____ (Name (s), position held and address) is/are authorized to represent us in connection with the Tender for **vehicle hiring services** at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura of ONGC Tripura Power Company Limited (**OTPC**) *inter alia* to tender, negotiate and conclude the contracts, sign and submit the bid and all related documents and provide information/response to OTPC, represent us in all matters before OTPC, and generally deal with OTPC in all matters in connection with our bid.

A board resolution authorising Mr. _____ (Name (s), position held and address) in this behalf is attached to this letter as Annexure-1. We confirm that we shall be bound by whatsoever our said representative(s) shall commit.

Yours faithfully,

Place: _____
(Signature) _____

Date: _____
(Printed Name) _____
(Designation) _____
(Common Seal) _____

Note:

1. This letter of authority should be signed by the director or company secretary or any other authorised person and having a power of attorney **or** a board resolution (power of attorney/board resolution shall be annexed) to bind such Bidder.



Annexure-1

Format for Board Resolutions

The Board, after discussion, at the duly convened meeting on..... (Insert date), with the consent of the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following resolution:

RESOLVED THAT Mr/Ms.....be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **vehicle hiring services** at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura including signing and submission of our bid and all related documents and providing information/clarification, representing us in all matters before ONGC Tripura Power Company Limited (**OTPC**), and generally dealing with OTPC in all matters in connection with our bid for the said **vehicle hiring services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura.**

Certified true copy

(Signature, Name and stamp of Company Secretary / Director)

Note:

- 1 This certified true copy should be submitted on the letter head of the Bidder, and should be signed by the company secretary/director of the Bidder.
- 2 This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 may be suitably modified to refer to the laws applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.



FORM-M

PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.:

Date:

To
ONGC Tripura Power Company Limited,
6th Floor, IFCI Tower,
61, Nehru Place,
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532

Dear Sirs,

At the request and for the account of our client having its registered office at (hereinafter referred to as the "Bidder", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns), and in consideration of Bidder submitting its Bid in response to bidding documents issued by ONGC Tripura Power Company Limited (hereinafter referred to as the "OTPC", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns) for **vehicle hiring services** at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura under Tender No. (hereinafter the "**Bid**") and the Bidder being required to provide a Bid Security to OTPC in an amount equal to [_____] (hereinafter the "**Amount**"),

we, _____, having our head office at _____ (hereinafter referred to as the "Bank", which expression shall, unless inconsistent with the context or meaning thereof, include its successors and assigns) do hereby unequivocally, irrevocably and unconditionally guarantee and undertake to pay to OTPC, the Amount, immediately on receipt of written demand in any form, for claim arising up to the End Date¹ (as defined below) without any demur, reservation, contest, recourse or protest and without any reference to Bidder. Any such demand made by OTPC on the Bank under this Guarantee shall be (a) conclusive evidence that OTPC is entitled to demand payment thereof from the Bank pursuant to Bid; and (b) binding on the Bank, in each case notwithstanding any difference between OTPC and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

The Bank's liability under this Guarantee is limited to the Amount and it shall remain in force up to and including [_____, 20__] (such date as may be extended, the "End Date¹" and shall not be terminable by notice or any change in the constitution of the Bank or the terms of the Bid or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between OTPC and the Bidder in connection with the Bid.

The End Date shall be extended from time to time for such period as may be desired by OTPC and accepted by the Bidder on whose behalf this Guarantee has been issued. However, this Guarantee shall not otherwise be amended, and the Amount shall not be reduced without the prior written consent of OTPC. The Bank hereby agrees to notify OTPC in writing by registered mail not less than _____

¹ The End Date should be a date which is 210 (two hundred and ten) days from the date of opening of the Unpriced Techno-Commercial Bid.



30 (thirty) days prior to expiration of this Guarantee if for any reason this Guarantee will expire according to its terms and the validity of this Guarantee has not been extended beyond the then current End Date. This Guarantee shall expire on the End Date whether returned to us or not, but, OTPC may raise a claim occurred on or prior to End Date on Bank within two months of End Date of this Guarantee and Bank will honour such claim(s), and no claims will be honoured thereafter.

The Bank expressly agrees that OTPC, at its option, shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance without proceeding against the Bidder and notwithstanding any security or other guarantee OTPC may have in relation to the Bidder's liabilities. This Guarantee shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Bank represents that this Guarantee has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Bank in the manner provided herein.

This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank.

Dated this ___ day of _____, 2014___ at _____

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank stamp)

Attorney as per Power of Attorney

No. _____

Dated _____

Note: Currency of this Bank Guarantee shall be INR (Indian Rupees). This Bank Guarantee shall be provided under a cover letter from the bank which is duly signed by 2 (two) authorized officers of such bank.



FORM-N

[ON THE LETTERHEAD OF THE BIDDER]

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITION

Proposal No.:

Date:

To
ONGC Tripura Power Company Limited,
6th Floor, A –Wing, IFCI Tower,
61, Nehru Place,
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532

Ref: Tender No. _____ and all the bidding documents issued to us for the said tender on purchase ("**Bidding Document**").

Dear Sir,

We, _____ hereby declare and confirm that we have visited the site for horticulture maintenance and landscaping services at 2 x 363.3 MW combined cycle power plant at Palatana, Tripura as referred in the Bidding Document and acquired full knowledge and information about the Site (as defined under the Bidding Document) condition including wage structure, industrial climate, the law and order and other conditions prevalent at and around the Site. We further confirm that above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

We hereby offer to provide the services as detailed in Bidding Document in accordance with terms and conditions thereof.

Yours faithfully,

Place:

(Signature) _____

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____



FORM-P
[ON THE LETTERHEAD OF THE BIDDER]
DISCLOSURE OF RELATIONSHIP

Proposal No.:

Date:

To
ONGC Tripura Power Company Limited,
6th Floor, A –Wing, IFCI Tower,
61, Nehru Place,
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532

Ref: Tender No. _____

Dear Sir,

We, _____ hereby submit the following information pertaining to relatives of our Director(s) who are employed with ONGC Tripura Power Company Limited (OTPC).

Tick anyone as applicable.

1. The Director(s) of our company DO NOT HAVE any relatives employed in OTPC.
2. The Director(s) of our company HAVE relatives employed in OTPC and their particulars are as below:
 - i. _____
 - ii. _____
3. For the purpose of this disclosure, 'relative' shall have the meaning prescribed to such term under Section 6 of the Companies Act, 1956.

Yours faithfully,

Place:

(Signature) _____

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____



FORM-Q

[ON THE LETTERHEAD OF THE BIDDER]

DECLARATION BY THE BIDDER OF COMPLIANCE WITH TENDER SPECIFICATION

Proposal No.:

Date:

To

**ONGC Tripura Power Company Limited,
6th Floor, A-Wing, IFCI Tower,
61, Nehru Place,
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532**

Ref: Tender No. _____ and all the bidding documents issued to us for the said tender on purchase ("**Bidding Document**").

Dear Sir,

We, _____ hereby declare and confirm that we have gone through and understood the Bidding Document including financial and technical requirements/specifications mentioned therein. Our Unpriced Techno-Commercial Bid and Price Bid have been prepared accordingly in compliance with the requirements stipulated in the Bidding Document except for the deviations listed in Form-I and Form-J.

Yours faithfully,

Place:

(Signature) _____

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____



FORM-R

[On the letter head of Bidder]

FORMAT FOR DISCLOSURE

Proposal No.:

Date:

To
ONGC Tripura Power Company Limited,
6th Floor, A –Wing, IFCI Tower,
61, Nehru Place,
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532

Ref: Tender No. _____ and all the bidding documents issued to us for the said tender on purchase ("**Bidding Document**").

Dear Sir,

We hereby declare that our Affiliates are not separately participating in this bidding process.

We further declare that the above statement is true and correct. We are aware that if at any stage it is found to be incorrect, our Bid will be rejected and if Letter of Award has been issued or Contracts have been signed, the same will be cancelled and any bank guarantees submitted by us till that stage will stand forfeited and will be encashed by OTPC.

Capitalised terms used in this certificate but not defined herein shall have the meaning given to them under the Bidding Document.

Yours faithfully,

Place:

(Signature) _____

Date:

(Printed Name) _____

(Designation) _____

(Common Seal) _____



FORM-S

[ON THE LETTERHEAD OF THE AUDITOR]

**CERTIFICATE FROM STATUTORY/REPUTED AUDITOR FOR FINANCIAL CAPACITY OF THE
BIDDER**

Proposal No.:

Date:

To

**ONGC Tripura Power Company Limited,
6th Floor, A –Wing, IFCI Tower,
61, Nehru Place,
New Delhi - 110019
Ph: +91-11-26402100
Fax: +91-1126227532**

Ref: Tender No. _____ and all the bidding documents issued to us for the said tender on purchase ("**Bidding Document**").

Dear Sir,

In our capacity as statutory auditor of[*insert name of the Bidder*]/an auditor acting for [*insert name of the Bidder*] we have verified the relevant statutory and other records of the [*insert name of the Bidder*] and certify that the Net Worth of the [*insert name of the Bidder*], as defined in the Notice Inviting Bids dated [●] issued by ONGC Tripura Power Limited, is positive as on 31 March, 2017 (or if the Bidder follows a different financial year (other than April to March) then as on the last date of its last financial year, as duly adopted by it and acceptable as per the laws applicable to it).

Capitalised terms used in this certificate but not defined herein shall have the meaning given to them under the Bidding Document.

Yours faithfully,

Place:

Date:

Signature and Stamp of the Statutory/Reputed Auditor

(Common Seal) _____