BID DOCUMENTS

FOR

DEPLOYMENT OF SECURITY PERSONNEL AT CTUIL NEW OFFICE – IRCON INTERNATIONAL TOWER-1, SECTOR-32, GURUGRAM THROUGH DRZ (DIRECTORATE RESETTLEMENT ZONE)-WEST, MINISTRY OF DEFENCE SPONSORED SECURITY AGENCY

RFx No. 5006005582

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SECTION-I

REQUEST FOR PROPOSAL (RfP)

For

DEPLOYMENT OF SECURITY PERSONNEL AT CTUIL NEW OFFICE – IRCON INTERNATIONAL TOWER-1, SECTOR-32, GURUGRAM THROUGH DRZ (DIRECTORATE RESETTLEMENT ZONE)-WEST, MINISTRY OF DEFENCE SPONSORED SECURITY AGENCY

RFx No. 5006005582

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

(SINGLE STAGE TWO ENVELOPE BIDDING)

DATE OF ISSUANCE OF Rfp	**:**	**08.07.2024**
RFx	**:**	**5006005582**
FUNDING	**:**	**DOMESTIC**

1.0 Central Transmission Utility of India Limited (CTUIL), (wholly Owned Subsidiary of Power Grid Corporation of India Limited) a Government of India Enterprise incorporated under the Companies Act, 2013, having its Registered Office at "Saudamini", Plot No.-2, Sector 29, Gurgaon-122001, Haryana (hereinafter referred to as 'CTUIL'/'Owner'/'Employer'), invites bids from eligible bidders for the following package on Domestic Competitive Bidding through PRANIT portal:

"***Deployment of security personnel at CTUIL new office – IRCON international Tower-1, Sector-32, Gurugram through DRZ (Directorate Resettlement Zone)-West, Ministry of Defence sponsored security Agency***"

This Request for proposal extended through written communication or by any other means, and downloading of Bidding Documents shall not be construed to mean that the prospective bidders to whom the Request for proposal (Rfp) has been extended and/or Bidding Documents have been issued is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of this Bidding Documents.

2.0 The scope of work shall be Deployment of security personnel at CTUIL new office – IRCON international Tower-1, Sector-32, Gurugram, as per Technical Specifications (Section-IV) and Bill of Quantities (BOQ).

3.0 The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.

1.0 **A Single Stage Two Envelope Bidding Procedure** will be adopted and will proceed as detailed in the Bidding Documents.

2.0 Soft Copy Part of the Bids must be uploaded under Single Stage Two Envelope (SSTE) Bidding Procedure on the portal at or before **11:00 hours on 15.07.2024**. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified.

3.0 Hard Copy Part of the Bids must be submitted under Single Stage Two Envelope Bidding Procedure at the address given in ITB at or before **11:00 hours on 15.07.2024.**

4.0 OPENING OF BIDS

First Envelope i.e. Techno-Commercial Part shall be opened at **11:30 hours on 15.07.2024** in the presence of the bidders' representatives who choose to attend in person at the address given below or may be viewed by the bidders by logging in to the portal as per features available to them.

Second Envelope i.e. Price Bids of only those bidders shall opened, who have qualified in the 1st Envelope i.e., Techno-Commercial Part and shall be opened at a later date for which bidder shall be intimated automatically by PRANIT Portal.

5.0 CTUIL reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

The bidders' names, the Bid Prices, including any alternative Bid Price or any discounts, and any such other details as per electronic form filled in by the bidder on the portal will become viewable at the time of opening of bids. The prices and details as filled up in Electronic Form/Template by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder.

6.0 Guidelines:

Pre-requisite required for participation in tender through PRANIT portal:

i) Operating System: Windows operating System.

ii) Digital Signature: Class IIIB (encryptions and decryption options) with preferred make (www.ncodesolutions.com, www.safescrypt.com, www.tcs-ca.tcs.co.in, www.emudhra.com, www.nicca.nic.in)

iii) System setting as per manual of PRANIT portal.

For further details, please visit portal https://etender.powergrid.in/ and its links for login/registration ("register now") for other details on ("user manual and frequently asked question")

7.0 All correspondence with regard to the above shall be to the following address:

(Central Transmission Utility of India Limited
'Saudamini', 3rd Floor, Plot No.-2, Sector-29
Gurgaon (Haryana) - 122001.

Kind Attention: Mr. Virendra (Manager, C&M-CTUIL)

(Thru Board) +91-124-282-3303/2242
Mobile: +91- 9599814158/9560690625
Email: virendra2@powergrid.in; maneesh.jharwal@powergrid.in;

They may obtain further information regarding this RfP from the office of Manager/ DGM, CTUIL at the address given at para 15.0 below from 15:00 hours to 17:00 hours on all working days.

For proper uploading of the proposals on the portal namely https://etender.powergrid.in/ (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of the Bidding Documents.

Note: Bidders may download the word file of the RfP document from CTUIL Portal.

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SECTION-II

INSTRUCTIONS TO BIDDERS (ITB)

FOR

DEPLOYMENT OF SECURITY PERSONNEL AT CTUIL NEW OFFICE – IRCON INTERNATIONAL TOWER-1, SECTOR-32, GURUGRAM THROUGH DRZ (DIRECTORATE RESETTLEMENT ZONE)-WEST, MINISTRY OF DEFENCE SPONSORED SECURITY AGENCY

Rfx No. 5006005582

A. INTRODUCTION

1.0 THE EMPLOYER IS

(Central Transmission Utility of India Limited
'Saudamini', 3rd Floor, Plot No.-2, Sector-29
Gurgaon (Haryana) - 122001.

Kind Attention: Mr. Virendra (Manager, C&M-CTUIL);
Mr. Maneesh Jharwal (DGM, C&M-CTUIL)

(Thru Board) +91-124-282-3303/2242
Mobile: +91- 9599814158/9560690625
Email: virendra2@powergrid.in; maneesh.jharwal@powergrid.in;

'

2.0 CONFLICT OF INTEREST

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

i) they have a controlling partner in common; or

ii) they receive or have received any direct or indirect subsidy from any of them; or

iii) they have the same legal representative for purposes of this bid; or

iv) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

v) a Bidder submits more than one bid in this bidding process, either individually or as a partner in a joint venture. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or

vi) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or

vii) bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.

B. THE BIDDING DOCUMENTS

3.0 SCOPE OF WORK

The scope of work shall be Deployment of Security Personnel at CTUIL New Office – IRCON International Tower-1, Sector-32, Gurugram through DRZ (Directorate Resettlement Zone)-West, Ministry of Defence Sponsored Security Agency, as per Technical Specifications (Section-IV).

4.0 CLARIFICATION OF BIDDING DOCUMENTS

2.2 A prospective Bidder requiring any clarification of the Bidding Documents may notify the CTUIL through the provisions made on the portal https://etender.powergrid.in/ of PRANIT. However, bidder may also seek clarification in writing or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI) or telefax) at the Employer's mailing address.

2.3 The CTUIL will respond through the portal https://etender.powergrid.in/ of PRANIT to any request for clarification or modification of the Bidding Documents that it receives not later than Seven (07) days prior to the original deadline for submission of bids prescribed by the CTUIL. The Employer shall not be obliged to respond to any request for clarification received later than the above period. After receipt of such interpretations and clarifications, the bidder may submit his offer but within the time and date as specified.

4.2 The bidder shall designate a responsible officer to act as a nodal officer to interact with CTUIL in this regard.

The Bidder's designated representative is invited to attend a pre-bid meeting (if conveyed) to clarify any issues regarding the e-procurement method, the Bidding Documents in general and the Technical Specifications in particular, which will take place at the venue and time.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

5.0 AMENDMENT OF BIDDING DOCUMENTS

5.2 At any time prior to the deadline for submission of bids, CTUIL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

2.4 The amendment will be notified only through the portal https://etender.powergrid.in/. The communication/ alert regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders whose link has been activated after submitting requisite document fee, if any, for official purchasing of the Bidding Documents. The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment through portal, sent to the prospective bidders, shall be deemed to be construed that such amendment(s) to the Bidding Documents have been considered by the Bidder in its bid.

2.5 In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the CTUIL may, at its discretion, extend the deadline for the submission of bids, in which case, the CTUIL will notify through portal https://etender.powergrid.in/ where all prospective bidders may see the extended deadline.

2.6 In case of extension of deadline for the submission of bids by the CTUIL for reasons inter-alia including the above, prospective bidders can download the Bidding Documents from the portal https://etender.powergrid.in/, as per the provisions available therein, till or before such extended deadline.

C. PREPARATION OF BIDS

6.0 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Employer related to the bid shall be written in the English language.

7.0 DOCUMENTS COMPRISING THE BID:

I. HARD COPY PART

Hard copy of the bid shall comprise the following documents to be submitted in sealed envelope, as part of First Envelope:

(i) Power of attorney (A power of attorney, duly notarized, indicating that the person(s) signing the Proposal has(ve) the authority to sign the Proposal and thus the Proposal is binding upon the Bidder during full period of its validity.

Further, Bidder shall furnish copy of partnership deed, in case of partnership firm, Memorandum and Articles of Association, in case of limited company, ownership certificate in case of sole or proprietorship firm. (if applicable)

Bidder shall furnish this PoA in its own format.

(ii) Affidavit of Self certification regarding Minimum Local Content (class-I or II), duly signed and stamped on each page giving the percentage of Local Content in line with PPP-MII Order and Nodal Ministry order. (As per format enclosed at **Attachment-1**)

(iii) Integrity Pact, duly filled, signed and stamped on ₹ 100/- non-judicial stamp paper. (As per format enclosed at **Attachment-4)**

II. SOFT COPY PART

1) As a part of First Envelope

Bid shall comprise the following documents to be uploaded on PRANIT portal, as part of First Envelope:

(i) Scanned copy of "Power of Attorney", duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.

Scanned copies of supporting Documents like copy of partnership deed (*in case of partnership firm*), Memorandum and Articles of Association (*in case of limited company*), ownership certificate/GST certificate (*in case of sole or proprietorship firm*).

(ii) Scanned copy of "Affidavit of Self certification regarding Minimum Local Content (class-I or II)", duly signed and stamped on each page giving the percentage of Local Content in line with PPP-MII Order and Nodal Ministry order. (As per format enclosed at **Attachment-1**)

(iii) Scanned copy of DoE, duly filled, signed by signing authority. (As per format enclosed at **Attachment-2**)

(iv) Declaration regarding events encountered pursuant to clause no. 9 ITB of bid documents (As per format enclosed at **Attachment-3**)

(v) Scanned copy of Integrity Pact, duly filled, signed and stamped on ₹ 100/- non-judicial stamp paper. (As per format enclosed at **Attachment-4**)

(vi) Scanned copy of Declaration of Key Managerial Person (KMP) and Power of Attorney holder. (As per format enclosed at **Attachment-5**)

(vii) Undertaking regarding acceptance of Provisions of bid documents (As per format enclosed at **Attachment-6**)

(viii) Undertaking regarding submission of scanned/soft copy and original/Hard copy part of the bid. (As per format enclosed at **Attachment-7**)

(ix) Bid forms as per format available on PRANIT portal along with bid documents (MS Excel format)

2) As a part of Second Envelope:

Bidders shall quote rate for each item in price schedule part mentioned in PRANIT portal only. Bids, in which filled BOQ/Price Bid/Price Schedule/any other sheet in which price quoted by bidder is mentioned is attached as part of First Envelope, shall be rejected and shall not be considered for further evaluation.

The bid shall be submitted by the Bidder under **"Single Stage – Two Envelope"** procedure of bidding.

Alternative bids shall not be permitted.

Bid forms is mandatorily filled & uploaded by bidder on PRANIT portal else their bid shall be rejected & shall not be considered for further evaluation.

8.0 BID SECURITY/EARNEST MONEY DEPOSIT (EMD)

Bid Security/Earnest Money Deposit shall not applicable in this package.

8.0 MAKE IN INDIA CLAUSE

(a) The bidder has to be a 'Class-I local supplier/Class-II local Supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of order issued by nodal ministry, if any, (NM Order) and subsequent modifications/ amendments if any.

Presently, the local content requirement to categorize a supplier as '**Class-I local supplier' is minimum 50% and for Class-II Local Supplier is minimum 20%.**

Firms who are not 'Class-I or Class-II local supplier shall not be eligible to bid.

Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

The 'Class-I or Class-II local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class –I local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above ₹ 10 Cr., the 'Class-I or Class-II local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order.

(b) Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F. No. 6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F. No. 6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids and at the time of Notification of Award.

However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.

For the aforesaid purpose,

(i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process

(ii) "Bidder from a country which shares a land border with India" for this purpose means:

a. An entity incorporated, established or registered in such a country; or

b. A subsidiary of an entity incorporated, established or registered in such a country; or

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

d. An entity whose beneficial owner is situated in such a country; or

e. An Indian (or other) agent of such an entity; or

f. A natural person who is a citizen of such a country; or

g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(iii) The beneficial owner for the purpose of (ii) (d) above will be under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interests or who exercises control through other means

   Explanation-

   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company
   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(iv) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

Further, the successful Bidder shall not allow to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.

9.0 Bidders, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:

Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
1.	Termination of Contract due to Contractor's default	1 year
2.	Encashment of CPG due to non-performance	1 year
3.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)*	Till the firm comes out of Resolution process

Notwithstanding the above, in case any of the event(s) above is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.

The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format attached as **Attachment-2**.

D. SUBMISSION OF BIDS

10.0 DEADLINE FOR SUBMISSION OF BIDS

Soft copy of the bid shall be uploaded through the PRANIT portal https://etender.powergrid.in/ at or before the submission time and date as stipulated in the bidding document. Hard copy of Integrity Pact must be received by the CTUIL at the address specified under ITB Sub-Clause **1.0** not later than the time and date stated as below:

Deadline for Soft copy part of the bid submission is:

Date: 15.07.2024; Time: 11:00 hrs. [(e-procurement server time)].

Bid submission timelines will be defined as per the e-Procurement server clock only.

Deadline for submission of hard copy of Documents:

Date: 15.07.2024; Time: 11:00 hrs. [(Indian Standard Time)]

In the event of the specified date for the submission of bids being declared a holiday for the CTUIL, the bids will be received/uploaded up to the appointed time on the next working day.

The CTUIL may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB for the reasons specified therein at any time prior to opening of bids by the CTUIL pursuant to ITB, in which case all rights and obligations of CTUIL and bidders will thereafter be subject to the deadline as extended.

11.0 LATE BID

Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original within the stipulated deadline, its bid shall be considered as late bid and the above documents shall be returned to the bidder.

Notwithstanding above, the CTUIL may, at its discretion, extend the deadline for submission of soft part of the bids from **1100 HRS (IST) to 1500 HRS (IST)** on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons not attributable to the e-Procurement server.

In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the bids i.e. 1100 HRS (IST) on the last day of the aforesaid deadline. Any request received by the CTUIL thereafter i.e., beyond 1100 HRS (IST) or received prior to the day of deadline for submission of soft part of the bids shall not be entertained under any circumstances.

The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only once in the first such instance and no further extension on this account beyond 1500 HRS (IST) as above shall be given by the CTUIL.

The e-mail ID for aforesaid purpose is as follows:

Email: virendra2@powergrid.in;
maneesh.jharwal@powergrid.in;

E. BID OPENING AND EVALUATION

12.0 OPENING OF FIRST ENVELOPE

The CTUIL will open the Bid on PRANIT Portal on the prescribed date and time of Bid Opening. Bidder who has submitted their bid may view online tender opening on the PRANIT Portal from their end.

Date for Bid Opening –

First Envelope: 15.07.2024 at 11:30 Hrs.

13.0 CLARIFICATION OF BIDS

During bid evaluation, the CTUIL may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non-submission of documents related to/identified in ITB Sub-Clause 6.0, documentary evidence with regard to registration with designated Authority of GoI required to be submitted by the Bidder as per the provisions of the Bidding Documents, the CTUIL may give the Bidder not more than 07 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

In case of non-submission of documents related to {'Information regarding ex-employee(s) of Employer in Bidder's firm'}, the CTUIL may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which CTUIL reserves the right to reject such bids. CTUIL shall be sole judge in this regard.

14.0 BID EVALUATION

14.1 It shall be of two parts:

1. Part A- Technical Bid (First Envelope)
2. Part-B- Financial Bid (Second Envelope)

Part-A:

a) The Technical Bids will be evaluated based on documents submitted in technical bid. Technical Bid shall include followings:

(i) A Power of Attorney duly notarized
(ii) MOA/AOA/GST
(iii) Local Content Declaration under Make in India Policy
(iv) DOE declaration
(v) Declaration regarding events encountered pursuant to clause no. 9 ITB.
(vi) Integrity Pact
(vii) Declaration of Key Managerial Person (KMP) and Power of Attorney holder.
(viii) Undertaking regarding acceptance of Provisions of bid documents
(ix) Undertaking regarding submission of scanned/soft copy and original/Hard copy part of the bid
(x) Other documents submitted in respect of provision of bid documents in First Enveloped.

b) Based on the above, Financial Bid (Part-B) of only those bidders, who have been found responsive in first stage, will be opened. The bidders who have been found responsive will be intimated regarding date and time of the opening of the financial bid.

Part-B:

CTUIL's determination of bidder's responsiveness will be basis of contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it would be liable to be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity.

After opening of the financial bid of responsive bidders, bid evaluation shall be done as under:

L-1 i.e., Lowest bidder shall be established among all the qualified bidders based on the total quoted price, Excluding GST .

In case, two or more security agencies emerge L-1, then the contract shall be awarded to the senior most sponsored agency as directed by DGR.

All decisions by CTUIL on the evaluation of bids will be final and binding on the Bidders.

The bidder must comply with the specifications and all Terms & Conditions of the bid documents. Bids containing deviations from the critical conditions of the contract i.e. Contract duration, payment terms, CPG, penalty / liquidated damages etc. will be considered as non-responsive.

15.0 Discrepancies and Adjustment of Errors

The bid documents are mutually explanatory of one another. If there are varying or conflicting provisions made in any one of the bid documents, CTUIL shall be deciding authority with regard to the intention of the document.

15.1 Any error in description, quantity or rate in the price schedule of the Proposal Form or any omission there from shall not vitiate the Contract or release the Bidders from the execution of the whole or any part of the works comprised therein according to entire scope of work as specified in the bid Documents.

15.2 The Bidders should ensure that the quoted price furnished at more than one place in the Proposal are consistent with each other. If on check any difference is found between the rates given by the Bidders in words and figures or in the amount worked out by him in the Proposal the same shall be rectified in accordance with the following rules:-

a) In the event of discrepancies between description in words and figures quoted by the Bidders, the description in words shall prevail.

b) In the event of an error occurring as a result of wrong extension of the unit rate and quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rate.

c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.

d) Standard rounding off principle, wherever applicable, shall be applied.

15.3 The owner will determine whether each Proposal is of acceptable quality, is generally complete and is substantially responsive to the bid documents. For purposes of this determination a substantially responsive Proposal is one which conforms to all the terms and conditions of the bid documents without material

deviations, objections, conditionalities or reservations. A material deviation, objections, conditionalities or reservations is one (i) that affects in any substantial way the scope, quality or performance of the contract (ii) that limits in any substantial way, inconsistent with the bid documents, the owner's rights or the successful Bidder's obligations under the contract, or (iii) whose rectification would unfairly affect the competitive positions of the other Bidders who are presenting substantially responsive Proposals. The owner's determination of Proposal's responsiveness is to be based on the contents of the Proposal itself without re-course to extraneous evidence.

15.4 A Proposal determined as not substantially responsive will be rejected by the owner and may not subsequently be made responsive by the Bidders by correction of the non-conformity.

15.5 The owner may waive any minor informality or non-conformity or irregularly in a Proposal, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidders.

F. AWARD OF CONTRACT

16.0 AWARD CRITERIA

The CTUIL will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid/senior most sponsored agency (if quoted same price), provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

17.0 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The CTUIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

18.0 SUFFICIENCY OF TENDER

The Bidders shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works of quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract.

19.0 FRAUD AND CORRUPTION

It is the Employer's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

a) defines, for the purpose of this provision, the terms set forth below as follows:

(i) "Corrupt Practice" means offering, giving, receiving, or soliciting anything of value to influence the action of **Employer** official(s) in the procurement process.

(ii) "Fraudulent Practice'" means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the **Employer**, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive **Employer** of the benefits of competitive prices.

(iii) "Collusive practice" shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of Employer.

(iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "Obstructive practice" means

b) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede 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

c) acts intended to materially impede the exercise of the **contractual rights or audit or access to information.**

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SECTION-III

SPECIAL CONDITIONS OF CONTRACT (SCC)

FOR

DEPLOYMENT OF SECURITY PERSONNEL AT CTUIL NEW OFFICE – IRCON INTERNATIONAL TOWER-1, SECTOR-32, GURUGRAM THROUGH DRZ (DIRECTORATE RESETTLEMENT ZONE)-WEST, MINISTRY OF DEFENCE SPONSORED SECURITY AGENCY

RFx No. 5006005582

1.0 DEFINITION OF TERMS

1.1 'CTUIL'/'Corporation' shall mean the Central Transmission Utility of India Limited (CTUIL), (wholly Owned Subsidiary of Power Grid Corporation of India Limited) a Government of India Enterprise incorporated under the Companies Act, 2013, having its Registered Office at "Saudamini", Plot No.-2, Sector 29, Gurgaon-122001, Haryana and shall include their legal representatives, successors and permitted assigns.

1.2 "Arbitrator" means the person or persons appointed by agreement between the Employer and the Contractor to decide on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to relevant SCC Sub-Clause (Arbitration) hereof.

1.3 "Contract Documents" shall mean this Bidding Document containing Request for Proposal (Rfp), Instructions to Bidders (ITB), Special Terms and Conditions of Contract (SCC), Minutes of meeting to the extent they have been accepted by CTUIL prior to the Award of Contract.

1.4 The 'Contract' shall mean the proposal of bidder in reference to notice inviting the tender and acceptance thereof and the formal agreement, if any, executed between the CTUIL and the Bidder together with the documents referred to therein including these conditions with appendices and any special conditions, the specifications, schedule of quantities with rates and amounts.

1.5 "Contractor/Agency/ Security Agency" means the firms whose bid to perform the Contract has been accepted by the Employer and is named in the Contract Agreement and includes the legal successors or permitted assigns of the Contractor.

1.6 `Notification of Award/Letter of Award' shall mean the official notice issued by the CTUIL notifying that his proposal has been accepted.

1.7 "Engineer-in-Charge" shall mean the Engineer/Officer/Administrative Officer appointed by the Corporation or his duly "authorized representative who shall direct, supervise and be in-charge of the works for purpose of this contract.

1.8 A 'Day' shall mean a day of 24 hours from mid night to midnight irrespective of the number of hours worked in that day.

1.9 "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.

1.10 "Plant and Equipment" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor, but does not include Contractor's Equipment.

1.11 "Taking Over" means the Employer's written acceptance of the Facilities under the Contract, after successful Trial – Operation for the specified period in accordance with the Contract.

1.12 Key Managerial Personnel (KMP) of the company shall include CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/any other officer entrusted with substantial powers of the management of the affairs of the company/firm.

1.13 'DGR' shall mean the Directorate General Resettlement.

1.14 'ESM' shall mean the Ex-Servicemen as per Directorate General Resettlement guidelines.

1.15 'Bidder' shall mean, any firm/party participating the bidding process for subject tender.

2.0 SCOPE OF WORK

The scope of work shall be "Deployment of security personnel at CTUIL new Office – IRCON International Tower-1, Sector-32, Gurugram through DRZ (Directorate Resettlement Zone)-West, Ministry of Defence sponsored security Agency", as per Technical Specifications (Section-IV).

3.0 COMPLETION PERIOD

The entire contract shall be for a period of Two (02) years from the date of LoA or from the date as specifically be mentioned by the CTUIL in the "LoA".

4.0 TERMS OF PAYMENT:

4.1 The payment to the Agency shall be released by CTUIL on monthly basis for the actual deployment of security personnel as per contract /instructions of authorized representative of CTUIL/ Officer-in-charge.

4.2 No advance payment shall be given under any circumstances whatsoever.

4.3 The Security Agency shall submit GST Invoice for monthly running bill for due amount along with the Certificates from CTUIL's authorized representative regarding

i. Actual deployment of personnel and their attendance.
ii. Proof of payment by Security Agency to its security personnel for previous month.
iii. Challan for deposit of PF & ESI with concern authorities duly signed and stamped by them.
iv. Certificate for compliance of all statutory requirements.

However, for the bill of first month certificates mentioned at ii & iii above shall not be applicable. However, in respect of last month bill, security agency shall release wages to security guards first and then submit the bill to CTUIL with the proof of payment to guards.

4.4 The Security Agency shall submit to CTUIL its complete bill in triplicate along with necessary certificates pursuant to sub clause 4.3 above. CTUIL shall make efforts to release due amount after making recoveries, if any, through ECS/RTGS/NEFT in favour of the Security Agency within six days of receipt of completed bills. However, the Security Agency shall release wages/ salary to their security personnel deployed at CTUIL by 7th of every calendar month.

4.5 All payments to ESM employees should be paid through ECS or account payee Cheque only unless there are compelling reasons for not doing so, in which case DGR will be intimated accordingly. However, in exceptional cases, in order to avoid hardship to the ESM employee, Payment can also be made in cash with supporting vouchers in case banking facilities do not exist in a particular area where ESM employees are deployed. For the purpose of release of payment to such deployed ESM employees in cash, the Security Agency shall pay the wages in the presence of a representative of CTUIL shall certify the payment.

4.6 Signing of LOA & Contract Agreement and submission of CPG shall be a prerequisite for release of payment. CPG shall be submitted to CTUIL, CC, C&M Department, Gurugram within 28 days of the placement of LOA.

4.7 Bill shall be submitted in triplicate to the Engineer-In-Charge for verification. PAN No./GSTIN No. should be printed on the invoice. TDS will be deducted as applicable. You are requested to fill all the details in the attached e-Payment including PAN/GSTIN No. with the acceptance letter.

4.8 PAYING AUTHORITY: Sr. DGM(Fin)/HoD(Fin), CTUIL, CC, Gurgaon

4.9 MODE OF PAYMENT

All payments to be made directly to the Contractor under the contract shall be made by CTUIL through electronic payment mechanism (e-payment).

5.0 TAXES & DUTIES

5.1 The Contractor shall be entirely responsible for payment of all taxes, duties, license fees and other such levies legally payable/incurred until delivery of the contracted supplies to the Employer.

If it is statutory requirement to make deductions towards such taxes and duties or any other applicable taxes and duties, the same shall be made by the Employer and a certificate for the same shall be issued to the Contractor.

5.2 The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Contractor or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Employer.

5.3 Contact Price is exclusive of GST.

5.4 Reimbursement of GST by the Employer shall be at the rate applicable on the HSN/SAC of the goods/services supplied by the Contractor to the Employer. The reimbursement of GST except GST on advance payment shall be against Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice. Reimbursement of GST payment against Advance payment (applicable for Supply of Services) shall be against a proforma invoice.

Further, the Contractor shall, within 07 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.

If there is difference in HSN/SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and HSN/SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

5.5 Employer would not bear any liability on account of any other taxes, duties, levies applicable locally.

5.6 Employer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.

5.7 The Contractor shall comply with all tax laws in force in India. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, interest, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such tax laws by the Contractor or its personnel, including the Subcontractors and their personnel.

5.8 Owner's GSTIN number in each state/UT is published on the Owner's company website: https://ctuil.in/ or website: https://www.powergrid.in/en/statewise-powergrids-gst-registration-number , as per name i.e. "***Central Transmission Utility of India Limited***". While raising invoice/proforma invoice for Supply of Goods, Contactor shall bill to and ship to the address of the Owner in the State/UT where the Goods or part thereof is to be Supplied and mention GSTIN of Owner in of the same state/UT. In case of Supply of Services, the Contractor shall invoice the Owner using the GSTIN of Owner in the state/UT in which the service or part thereof is to be rendered.

5.9 Notwithstanding anything above or elsewhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to the Employer for reasons associated with non-compliance/ incorrect compliance by the Contractor, the Employer shall be entitled to recover such amount from the Contractor by way of adjustment from any of the subsequent invoices submitted by the Contractor to the Employer. In addition to the amount of GST, the Employer shall also be entitled to recover interest and penalty, in case any interest and/or penalty are imposed by the tax authorities on the Employer

for incorrect/wrong availing of Input Tax Credit. The Employer shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on the Contractor.

6.0 CONTRACT PERFORMANCE GUARANTEE(CPG)/ PERFORMANCE SECURITY

6.1 The Contractor shall, within Twenty-Eight (28) days of the Letter of award, provide a CPG for an amount equivalent to **10% of one (first month's) month's wage bill value**, with validity up to three (03) months after the date of expiry of period of the contract.

6.2 The CPG shall, at the contractor's option, be in the form of a **crossed bank draft/pay order/banker certified cheque** in favor of Employer ***or*** in the form of **unconditional Bank Guarantee** from:

(a) a Public Sector Bank located in India or

(b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of ₹100 crore or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) as per attached list only, or

If any foreign Bank or subsidiary of a foreign Bank, acceptable to the Employer, with overall international corporate rating or rating of long-term debt not less than A – (A minus) or equivalent by reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per the attached list only [List is placed at **APPENDIX-1 of SCC]**.

6.3 The contractor has the option to submit BG towards CPG using SFMS Platform.

At the time of issuance of the BG (including its extensions), in order to avail BG verification through SFMS facility, the issuing Bank will input the IFSC code as SBIN0017313 which is the bank of the beneficiary i.e. Central Transmission Utility of India Limited (CTUIL), in the Advising Bank field in their Trade Finance Portal for BG issue. The Account details of CTUIL for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:

- Account No. : 40007029694
- IFSC Code : SBIN0017313
- Branch : CAG-II New Delhi (17313)

Following additional paragraph regarding issuance of Bank Guarantee through SFMS Platform consisting of the following should be added at the end of the proforma of the Bank Guarantee (i.e. end paragraph of the Bank Guarantee preceding the signatures of the issuing authority of the BG)

In addition to the above, the Bank Guarantee (towards CPG) should be submitted in the Physical form as specified above.

The Contract performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages stipulated in other clauses in the bid documents.

The Contract Performance Guarantee will be returned to the Consultant, without any interest, at the end of Contract validity period and on successful completion of scope of the work, whichever is later.

6.4 If the Contractor delays submission of the CPG, vis-à-vis the period specified in relevant SCC Clause then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable:

(a) Contractor shall accordingly extend the validity of the Contract CPG to be furnished by the period of delay as per over and above the period required as per the Contract.

(b) Alternatively, if the Contractor fails to extend the validity of the CPG, an amount @prevailing SBI Card Rate applicable for Inland Bank Guarantee +2% per annum on the CPG amount corresponding to the Facilities or any relevant part thereof covered under the said CPG, for the period of delay shall be paid by the Contractor to the Employer. The Employer may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due to the Contractor under the Contract.

(c) The period of delay for the above purpose shall be the time elapsed between the due date for submission of CPG as per the Contract and the date of CPG.

(d) In case the Contractor fails to submit the CPG within 90 days of the Notification of Award, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security and/or may terminate the Contract forthwith.

6.5 The above extension of validity of CPG or deduction shall not relieve the Contractor from any of his obligations and liabilities under the Contract.

6.6 The Employer shall be sole judge in above regard.

6.7 No interest shall be payable by the Employer on the CPG.

6.8 During execution of Contract the Contractor, after submission of CPG in form of a crossed bank draft/pay order/banker certified cheque may opt to furnish the CPG in the form of bank Guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of CPG submitted in the form of Bank Guarantee following receipt of confirmation from the issuing bank, the said amount shall be refunded.

6.9 Alternatively, in place of submission of Contract Performance Guarantee, Bidder may opt for pro-rata deduction at the rate of **02% from the Running Bill of the contractor** as CPG. The deductions shall be continued till the total amount towards Security Deposit reaches **10 % of one (first month's) month's wage bill value and shall be returned to the contractor without any interest within a period of 90 (Ninety) days from the date of expiry of contract period.**

6.10 Alternatively, if CPG is to be submitted in favor of CTUIL, the same can be submitted as online payment through National Electric Funds Transfer (NEFT)/Real-time gross settlement (RTGS). Details of Bank Account for transfer of tender through NEFT/RTGS are as follows:

Beneficiary Name	:	Central Transmission Utility of India Ltd
Bank Name	:	ICICI Bank
Branch Address	:	Plot No. 2, Sec-29, Gurgaon, Haryana
Account No.	:	057205000382
IFSC Code	:	ICIC0000572

6.11 The copy of Online Payment Acknowledgement generated subsequent to the payment shall be submitted by the Contractor/Service Provider/Seller.

6.12 The Contract Performance Guarantee/ is intended to secure the performance of the entire contract.

7.0 DEDUCTIONS FOR ABSENTEES & FAILURE OF PERFORMANCE:

7.1 In case of absence of deployed personnel, substitutes will be provided by Security Agency without any additional liability to CTUIL.

7.2 In case of absence of deployed personnel, in addition to non-payment of salaries for the days of absence, an amount of ₹ 100/- per man-day of absence shall be deducted from the bills of the Security Agency.

7.3 In case, Security agency fails to release wages/salary to its security personnel deployed at CTUIL within stipulated date i.e. by 7th of the month, CTUIL reserves right to make payment to the Guards whose payments are not released by the security agency and recover a penalty @ 50% of total amount so paid in addition to wages paid by CTUIL from amount due to the Security Agency.

7.4 The total amount of liquidated damage in this regard shall be subject to maximum of 05% (Five Percent) of the contract price.

8.0 ENGINEER-IN-CHARGE

In all matters in connection with the Contract, **DGM (HR)/CGM(HR), CTUIL, Corporate Centre, Gurgaon** shall be the Engineer-in-charge who shall act in all matter pertaining to this Contract on behalf of CTUIL. However, he may delegate this power to any authorized person.

9.0 WORKMEN COMPENSATION INSURANCE

The agency shall be responsible to immediately avail insurance cover for his representative(s)/personnel to be deployed under this contract. This insurance shall protect the Contractor & CTUIL against all claims applicable under the Workmen's Compensation Act, 1948. This policy shall also cover the contractor against claims for injury, disability, disease, or death of his or his sub-contractor's Workmen, which for any reasons are not covered under the Workmen's Compensation Act, 1948. The liability shall not be less than the statutory workmen's compensation provision & Employee's liability provisions. CTUIL shall not be held liable for any compensation whatsoever arising in this regard.

10.0 CONTRACTOR'S REPRESENTATIVE

10.1 Contractor shall nominate his supervisor to whom any writing order or instructions shall be communicated by CTUIL and such communication shall be deemed to have been communicated to the Contractor at his legal address.

10.2 In case of absence of identified contractor's personnel substitutes will be provided by the Contractor without any additional liability to CTUIL for performance of the work.

10.3 The Contractor shall indemnify and keep indemnified CTUIL against all losses and claims for injuries or damages to any person or property whatsoever which may arise out of or in consequence of the operation of the contract and against all claims, demands, proceedings, damages, costs charges, and expenses whatsoever in respect of or in relation thereto.

10.4 Contractor or his authorized representative shall be bound to attend all the meetings with CTUIL at his own cost during the execution of the Contract as directed by CTUIL as and when required.

10.5 Subletting of Contract shall neither be allowed under any circumstances nor shall any person other than contractor's supervisor be authorized to operate the Contract.

11.0 OBSERVANCE OF LABOUR LAWS & CONTRACTOR'S LIABILITY

11.1 The Security Agency shall strictly comply with all rules/ regulation etc, as per the laws in force, including but not limited to Contract Labour [A&R] Act, Shops and Commercial Establishments act, Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act, Minimum Wages Act, Bonus and Gratuity Act and the Payment of Wages Act etc., as applicable during the currency of the contract in respect of any employee or workmen employed or engaged by him. The Security Agency shall also comply with all the rules and regulations of local authorities during the performance of field activities. For any violation in this regard, the Security Agency shall be solely responsible without any liability to CTUIL. Further, the instructions as issued by DGR from time to time shall also be strictly complied.

11.2 All registration and statutory fees, if any, in respect of Security Agency's work pursuant to this contract shall be payable by the Security Agency.

11.3 The Security Agency shall be liable to make payment to all their employees and shall comply with Labour laws. If the owner, CTUIL is held liable as Principal Employer to pay contributions etc., under ESI Act or any other legislation of Govt. or Govt. decision in respect of the employees of the Security Agency, then the later would reimburse CTUIL with amount of such contribution so paid by the owner, CTUIL.

11.4 The Security Agency shall strictly comply the statutory rules and regulations and make contributions on account of EDLI, ESI, PF etc. as per DGR guide lines as applicable from time to time. Similarly, the employee shall also comply with the ESI Contribution as applicable from time to time.

11.5 Authorized representative of the Security Agency having full powers shall be required to attend monthly review meeting regularly from time to time at GURUGRAM and all places of deployment of guards at agencies own cost. The issues regarding maintenance of discipline by the deployed security personnel, uniforms and quality of services etc., shall be reviewed in the monthly meetings.

12.0 CONTRACTOR'S DEFAULT

12.1 In case, the Contractor neglect to execute the works with due diligence or refuse or neglect to comply with any reasonable written orders issued to him in writing by the CTUIL in connection with the works or shall contravene the provisions of the Contract, CTUIL shall give notice in writing to the Contractor to make good the failure, neglect or contravention complained off. Should the Contractor fail to comply with the notice within Seven (07) days from the date of serving the notice, then in such case the CTUIL shall be at liberty to employ other agency and forthwith execute such part of the works as the Contractor may have neglected to do. In such an event, any additional cost incurred by CTUIL due to appointment of any such other agency/ personnel shall be recovered from Contractor either from any balance due to Contractor or by other means including encashment of Contract Performance Guarantee.

12.2 In case the Contractor is held responsible by any authorities of the Central/State/Local Govt. or any legal/statutory authority for non-payment or less payment of wages by Contractor or other benefits as per the Minimum Wage Act or any other Act applicable under the contract to the deployed personnel for execution of the work or non-payment of dues to the concerned statutory authorities then the same shall also be deemed as breach of contract.

In such case, CTUIL shall have right to recover/deduct such amount from the Contractor and/or terminate the Contract.

13.0 TERMINATION OF CONTRACT & PAYMENT THEREOF

13.1 If at any time the contractor/agency makes any default in proceeding the work with due diligence and continue to do so even after the notice in writing or commit any default in complying any of the terms and conditions even after the notice in

writing is given on that behalf by the Engineer-in-Charge, CTUIL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation, by written notice, terminate the contract as a whole or part of the Contract.

13.2 Notwithstanding anything contained above CTUIL reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days' notice without assigning any reason and without any financial consideration/implication.

13.3 If the contract is terminated as aforesaid, the contractor shall be paid by CTUIL for the works executed and accepted by the CTUIL prior to the date of termination at the rates and price provided in the contract. In the event of any dispute in regard to portion of the payment to be made, the decision of CTUIL shall be final.

14.0 RISK AND COST:

In the event of Contractor's failure to complete the scope of work as per stipulated contract duration period, CTUIL reserves the right to get the job done from any other source at Contractor's risk and cost. Further, non-compliance to specification, acceptable quality and delivery requirements may lead to cancellation of the Contract giving 15 days' notice.

15.0 SETTLEMENT OF DISPUTES

15.1 If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.

15.2 If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Project Manager, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.

15.2.1 The decision/instruction of the Project Manager shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to

refer the matter for Arbitration**/Conciliation** within thirty (30) days of such decision/instruction.

15.2.2 In the event the Project Manager fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration**/Conciliation**, shall notify his intention to the Project Manager within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.

15.3 In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration**/Conciliation**, he shall notify such intention to the Contractor.

15.4 All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration/conciliation in the manner provided herein below.

16.0 EFFECT AND JURISDICTION OF CONTRACT

16.1 The contract shall be considered as having come into force from the date of the issue of Award of Contract.

16.2 The laws applicable to this Contract shall be the laws in force in India. The courts of Gurgaon, Haryana have exclusive jurisdiction in all matters arising under this Contract.

17.0 FORCE MAJEURE:

Neither party will be liable for any failure or delay to perform that party's obligations resulting from any cause beyond that party's reasonable control, including but not limited to fire, explosions, floods, strikes, work stoppages or slowdowns or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities, inability to obtain any license or consent necessary in respect of use with any telecommunication facilities, or delays caused by carriers, suppliers or material shortages.

18.0 OWNERSHIP AND RIGHTS:

The agency shall not, without the prior approval of CTUIL:

- Assign, either directly or indirectly, this Contract or any right of the agency under his Contract; or

- Sub-contract any obligation of the agency under this Contract.

19.0 ARBITRATION AND LAWS

19.1 In the event of any question, dispute or difference arising out of or in connection with this work/service, whether during the progress of the work after its completion, abandonment, or breach of contract, the same shall be referred for arbitration.

The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three member arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore.

Sole Arbitration

The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID/CTUIL. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID/CTUIL. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:

Sl no:	Claim amount	Work Experience/ Qualifications
1	< Rs. 10 Crore	Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/CTUIL/Retired Distt Judges/ High Court Judges.
2	Rs.10 Crore-Rs.25 Crore	Sole arbitrator- Retired High Court/Supreme Court Judges

(a) In case of invocation of arbitration by POWERGRID/CTUIL, POWERGRID/CTUIL shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as "Sole Arbitrator", which will be confirmed by POWERGRID/CTUIL and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

(b) In case of invocation of arbitration by the Contractor, the Contractor shall request POWERGRID/CTUIL for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID/CTUIL's website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by POWERGRID/CTUIL within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Three member arbitral tribunal

The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration & conciliation Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration & conciliation Act.

19.2 The cost of arbitral proceedings inter-alia including the Arbitrators' fee, logistics and any other charges shall be equally shared by both parties.

In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID/CTUIL whereas in case of the three member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

19.3 The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and

Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi.

19.4 The decision of the sole arbitrator/ the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator.

19.5 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute/ difference (other than those related to taxation matters) between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020. The decision through AMRCD will be final and binding on all the concerned.

19.6 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

20.0 CONCILIATION

20.1 The mechanism of Dispute resolution through Conciliation shall be available in cases where the amount involved in the dispute exceeds INR 1 Cr.

20.2 The settlement of Disputes through conciliation mechanism shall be done by the Conciliation Committee of Independent Experts (CCIE) constituted by Ministry of Power, Govt. of India as per the procedure outlined in its OM dated 29.12.2021 as detailed herein below and its subsequent amendments/modifications (if any).

20.2.1 Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding. The conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months. In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport

charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.

20.2.2 The CCIE shall hold day to day sitting at the Headquarter of the Employer or New Delhi and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.

20.2.3 All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.

20.3 The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement.

20.4 The Standard Operating Procedure for the conciliation mechanism shall be as follows:

i) On receipt of a reference from the Contractor for conciliation of dispute, the concerned Executive Director (Region) of the Employer shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Employer to crystallize the issues and prepare the agenda containing the gist on each dispute.

ii) Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the event of the matter remaining unresolved internally.

iii) The Employer will also be free to suggest the option of resolution of disputes by conciliation in case a dispute has arisen. The contractor may select any one of the CCIEs as constituted by MOP after leaving out those CCIEs which are unavailable due to work load or any other reason as maintained by Central Electricity Authority (CEA).

iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.

v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail.

vi) In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.

vii) After successful conclusion of Conciliation, proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.

viii) In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to **Arbitration proceedings or** the laid down legal process of Courts.

20.5 In cases of disputes pending before the Arbitration Tribunals or the Courts, both the parties (i.e. Employer and Contractor) need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proceed to examine such reference(s). In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996. However, the parties may resume the Arbitration proceedings or take recourse to any other legal remedies in the event of the conciliation proceedings not being successful.

20.6 During settlement of disputes and conciliation proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

21.0 SOCIAL ACCOUNTABILITY - 8000 COMPLIANCE

The Contractor shall comply with all the requirements of SA 8000:2001, as listed below and maintain appropriate records in support thereof and produce for inspection by CTUIL representatives as and when called for.

a) Child Labor: The Contractor shall not engage or support the use of child labor (person below the age of 14 years) in carrying out any work awarded by CTUIL. The Contractor shall also not expose children (persons below the age of 14 years) or young workers (persons below 18 years) to situations in or out side of the work place that are hazardous, unsafe and unhealthy.

b) Forced Labor: The Contractor shall not engage or support the use of forced labor, nor shall personnel be required to lodge deposits or identity papers upon commencement of employment with the Contractor.

c) Health & Safety: The Contractor shall take requisite steps to prevent accidents and injury to health of its workmen, arising out of, associated with or occurring in the course of work, by minimizing the causes of hazards inherent in the working environment. All the Personnel Protective Equipment's required as per the nature of activity such as Safety Helmets, Safety Belts, appropriate Gloves, etc., shall be issued to all their workmen.

d) Discrimination: The Contractor shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, caste, national origin, religion, disability, gender, sexual orientation, union membership, political affiliation, or age.

e) Discipline: The Contractor shall not engage in or support the use of corporal punishment, mental or physical coercion and verbal abuse.

f) Working Hours: The Contractor shall comply with applicable laws and industry standards on working hours. The normal workweek shall be as defined by law but shall not on a regular basis exceed 48 hours. Personnel shall be provided with at least one day off in every seven-day period. All overtime work shall be reimbursed at a premium rate and under no circumstances shall exceed 12 hours per employee per week.

g) Remuneration: The Contractor shall ensure that wages paid for a standard working week shall always meet at least legal or industry minimum standards.

----------xxxxxxxxxxxxxxxxxxxxxx----------

LIST OF ELIGIBLE SCHEDULED COMMERCIAL PRIVATE INDIAN BANKS

Sl. No.	Bank Name
1	HDFC Bank Limited
2	IndusInd Bank Limited
3	IDFC First Bank Limited
4	Kotak Mahindra Bank Limited
5	Axis Bank Limited
6	ICICI Bank Limited

Section – IV

TECHNICAL SPECIFICATIONS

For

DEPLOYMENT OF SECURITY PERSONNEL AT CTUIL NEW OFFICE – IRCON INTERNATIONAL TOWER-1, SECTOR-32, GURUGRAM THROUGH DRZ (DIRECTORATE RESETTLEMENT ZONE)-WEST, MINISTRY OF DEFENCE SPONSORED SECURITY AGENCY

RFx No. 5006005582

TECHNICAL SPECIFICATIONS

1.0 SCOPE OF WORK:

1.1 Providing security coverage to protect the property of Central Transmission Utility of India Limited (CTUIL) at all times against theft, burglary, damage by unwanted elements, unauthorized removal of documents and property etc., from inside or outside the premises.

1.2 Providing safety cover to protect the office premises/complex and their Contents from damage by fire or water and prevent waste of material.

1.3 Providing assistance to CTUIL in case of strikes, riots and Labour unrest.

1.4 Ensuring safe entry of the employees of the CTUIL/VIPs etc., into the premises under all conditions including hindrances, dharnas, strike and gherao etc., caused by any individual or group of persons.

1.5 Manning security posts identified by CTUIL round the clock for performing watch and ward duties it includes shifts as below:

Shift:- Morning (6am to 2pm)- 06 Security guards, Evening (2pm to 10pm) – 06 Security guards, General Shift (9 am to 5pm) – 01 Female guard & 01 Security Supervisor, Night Shift (10pm to 06am) – 01 Security guard and such any other duties as allocated by CTUIL management.

1.6 Assisting and actively participating in removal of unauthorized occupants/encroachments from the premises of CTUIL.

1.7 Attending Card Punching in time Machine/Signing of attendance register to prevent and detect unauthorized punching/signing.

1.8 Maintaining Liasoning with Civil and Police authorities of the area/district where security coverage is being given.

1.9 Providing armed guard/escort for cash and/ or VIP, as required.

1.10 Monitoring/Controlling the movement of employees and visitors in the office premises and to book suspicious persons /baggage's.

1.11 To take charge of keys for locking and unlocking of office premises, wherever required.

1.12 Checking all incoming and outgoing goods, vehicles and laborers and maintaining their record.

1.13 Ensuring compliance of safety regulations including smoking restrictions and to assist as directed by CTUIL in prevention of accidents.

1.14 Ensuring that all firefighting equipment are in the designated locations and in usable conditions.

1.15 Recording all occurrences concerning the security in the Logbook for the information of CTUIL.

1.16 Any other duty as may be assigned from time to time and as the need arises.

1.17 The Security Agency will be providing security services at all duty points as instructed by our Officer-in-charge.

1.18 The Security Agency will follow all Labour Regulations Acts including applicability of Minimum Wages, Provident Fund & ESI etc. as declared by respective State Govt. or as advised by DGR from time to time.

1.19 Your responsible Person will be made available at Concerned Site who will have sufficient financial and administrative power to tackle the problem.

1.20 If your performance during the contract period is not found satisfactory, CTUIL shall have the right to terminate the contract without assigning any reason whatsoever.

1.21 If the contractor/Agency commits default in complying with any terms and conditions, CTUIL shall be at liberty to terminate the contract at any stage and CTUIL shall be entitled to recover any damage, loss caused to it because of the acts or omissions of the contract**.**

2.0 TRAVELLING & ACCOMMODATION OF DEPLOYED PERSONNEL

2.1 All travelling expenses including provisions of all necessary transport to and from site, lodging allowance and arrangement & other payment to the Security Agency's employees/deployed personnel shall be the sole responsibility of the security Agency.

2.2 The Security Agency shall have to make his own arrangement for providing residential accommodations for its security personal at all the places.

3.0 RECORDS REGARDING DEPLOYED PERSONNEL:

3.1 The Security Agency shall maintain proper registers at all the sites in respect of deployed Personnel and paste photos of such persons besides indicating their names, age, permanent and temporary addresses and a copy discharge certificate.

3.2 The Agency shall deploy security personnel on the basis of shifts of 08 (eight) hours duration. Shift register(s) shall be maintained by the Security Agency for the purpose of allocation of duties, rotation of personnel for shift as well as for attendance, leave etc. The register shall be maintained in the format & styles as per the directives of authorized representative of CTUIL.

3.3 The Agency is expressly prohibited in deploying security personnel beyond eight hours duration. Overtime shall not be permitted barring exceptional circumstances.

3.4 CTUIL will have privities of contract with the Security Agency and will have nothing to do or concerned with the conditions of employment of the security personnel to be deployed/working for the Security Agency.

4.0 UNIFORM & KITS TO DEPLOYED PERSONNEL:

4.1 All the personnel to be deployed by the agency shall maintain a smart turnout, bear nameplates and always be in uniform on duty.

4.2 The security agency shall provide, at its own cost to the deputed personnel specified uniform including headgear, boots/shoes, torches with cells (for night duties), canes, lathes, raincoat, jersey for winter and other materials/accessories/equipments needed for the security staff for their smart turnout and efficient performance of duties as per DGR Guidelines. In case of non-compliance of rules regarding uniform and other accessories during contract period, the warning in writing shall be issued by the CTUIL and a deduction @ ₹ 100.00 per warning per person shall be made from the bills for that month.

5.0 OVERTIME:

Agency shall be entitled to overtime when on specific instruction of Officer-in-charge of CTUIL, an individual is detained beyond 8 hrs. of stipulated work in

addition to the contractual guards required to be provided. Overtime shall be calculated as per wage structure / guidelines issued by DGR.

6.0 REVISION OF WAGES:

6.1 As per DGR guidelines employees engaged by DGR sponsored agency for Security work at CPSUs will be paid monthly wages as per wage structure notified by DGR from time to time.

6.2 The wages are linked with minimum wages as notified by DGR and hence will be automatically revised as and when DGR revise their minimum wages. The Security Agency shall have to submit the proof that revised wages are being paid to the concerned personnel. No deductions whatsoever are to be made from the entitlements of ESM employees.

7.0 EMPLOYMENT/DEPLOYMENT OF SECURITY PERSONNEL:

7.1 The personnel deployed shall be physically & mentally fit and should have been medically Examined on the expenses of security agency. The personnel to be employed must have passed minimum 8th Standard. The Deployment/employment of the Security Personnel, their age etc. shall be in accordance to DGR Guidelines. The DGR guidelines as on date of opening of bids shall be part and parcel of contract/ bid document.

7.2 The security personnel to be deployed shall be at least 90% Ex-servicemen.

7.3 In case the Security Agency fails to deploy, the ex-servicemen beyond an initial period of one month, it shall be treated as failure on the part of the Security Agency to perform the contract successfully and CTUIL reserves the right to terminate the contract.

7.4 Adherence of all the Acts as stipulated in THE SCHEDULE of the Private Security Agencies (Regulation) Act, 2005 is essential by the Security Agency.

8.0 The requirement of Deployment of Security Personnel at CTUIL New Office – IRCON International Tower-1, Sector-32, Gurugram through DRZ (Directorate Resettlement Zone)-West, Ministry of Defence Sponsored Security Agency is as follows:

S.No.	Description of Manpower	Category	Quantity (in Nos.)
1	Security Guard Unarmed (Male), in two shifts for 6 floors	Skilled	**12**
2	Security Guard Unarmed (Male),	Skilled	**01**

	For night shift		
3	Security Guard Unarmed (Female), For General shift	Skilled	**01**
4	Security Supervisor Unarmed (Male), for General Shift	Highly Skilled	**01**
		Total	**15**

SECTION – V

SAMPLE FORMS (FORMS)

This Section (Section–V) of the bidding documents [named as Sample Forms and Procedures (FORMS)] provides proforma to be used by the bidders at the time of their bid preparation and by the Supplier subsequent to the award of Contract.
The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

Attachment-1

Affidavit of Self certification regarding Minimum Local Content

……(*name of the Package*)……..

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MeitYOrder, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

Date:

I_____S/o, D/o, W/o,_____Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **16/09/2020** (hereinafter **PPP-MII order**),

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with localcontent)' order issued, if any, by Nodal Ministry,

and any subsequent modifications/Amendments**,** if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/CTUIL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for
……(*insert name of the package*)……..

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content 'as defined in the PPP-MII order in the goods/services/works supplied by me for ……(insert name of the package) is percent (%).

That the goods/services/works supplied by me for **……(*insert name of the package*)**
.....
meet the
'Local Content' requirement as defined in the PPP-MII order **for 'Class –I local supplier/Class-II local supplier'**.

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at ……

(*Enter the details of the location(s) at which value addition is made).*

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/CTUIL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, and provisions of the Integrity pact/ BiddingDocuments.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Goods/services/works for which the certificate is produced

iv. Procuring entity to whom the certificate is furnished

v. Percentage of local content claimed and whether it meets the Local Content prescribed for **'Class –I local supplier/Class-II local supplier''.**

vi. Name and contact details of the unit of the Local Supplier (s)

vii. Sale Price of the product

viii Ex-Factory Price of the product

ix. Freight, insurance and handling

x. Total Bill of Material

xi List and total cost value of input used to manufacture the Goods/to provide services/inconstruction of works

xii. List and total cost of input which are domestically sourced. Value addition certificates fromsuppliers, if the input is not in-house to eb attached

xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of.....(Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

Attachment-2

Name of the Package:……
Specification No.: ……

(Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order))

Bidder's Name and Address:	**To:**
	Contract Services
Name :	Central Transmission Utility of India Ltd.,
Address :	"Saudamini", Plot No. 2, Sector 29
	Gurgaon (Haryana) - 122001

Dear Sir,

We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding "Restriction under Rule 144(xi) of General Financial Rules" and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding "Exclusions from Restriction under Rule 144(xi) of General Financial Rules" issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively "**DoE Order**''] and any subsequent modifications/Amendments, if any.

Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a 'Bidder of a country which shares a land border with India' and on sub-contracting to contractors from such countries.

We certify that we, the bidder is/are not from such a country or, if from such a country, has been registered as per provisions of above-mentioned order/guidelines with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached*.]

We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of bid documents or Govt. Orders in this regard.

Date :	**Printed Name :**
Place :	**Designation :**

Attachment-3

(Declaration regarding events encountered pursuant to clause no. 9, ITB of bid documents)

Bidder's Name and Address :	**To:**
	C&M
Name :	Central Transmission Utility of India Ltd.,
Address :	"Saudamini", Plot No. 2, Sector 29
	Gurgaon (Haryana) - 122001

Dear Sir,

1.0 In accordance with the relevant provisions of the bid documents inter-alia including for assessment of capacity and capability, we furnish herewith our data/details/documents along with other information, as follows:

Sr. No.	Event	
1.	Whether there was Termination of Contract(s) due to Consultant's /Contractor's default	☐ Yes ☐ No
2.	Whether there was Encashment of CPG(s) due to non-performance	☐ Yes ☐ No
3.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)*	☐ Yes@ ☐ No

Note:

1. *Information regarding events at Sl. No. 1 & 2 shall be furnished for events occurred during last one year under the contract(s) executed by you for CTUIL.*

@2. *Regarding Sl. No. 3, in case of 'Yes', following information shall be submitted additionally:*

Date on which the firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC) ……

Whether the process under IBC has been concluded (If yes, supporting documents be submitted)

☐ *Yes*

☐ *No*

2.0 We confirm that the above information/declarations and documents submitted in support of the same are true and correct to the best of our knowledge. We understand that any false declaration and/or misrepresentation of facts and/or false/forged documents/information may lead to our debarment from participation in Employer tenders and that our Bid Security/Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the bid Documents/Integrity Pact.

Date : **Printed Name :**

Place : **Designation :**

Attachment-4

INTEGRITY PACT

Between

Central Transmission Utility of India Limited
having its Registered Office at "Saudamini", Plot No. 2, Sector 29,
Gurgaon (Haryana) - 122001

hereinafter referred to as

"CTUIL",

and

_____

[Insert the name of the Sole Bidder/Lead Partner of Joint Venture]

having its Registered Office at _____

(Insert full Address)

_____

and

_____

[*Insert the name of the Partner(s) of Joint Venture, as applicable]*

having its Registered Office at _____

(Insert full Address)

_____

hereinafter referred to as

"The Bidder/Contractor"

Preamble

CTUIL intends to award, under laid-down organisational procedures, contract(s) for _____

[Insert the name of the package]

Package and Specification Number _____.

[Insert Specification Number of the package]

CTUIL values full compliance with all **relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidders/ Contractors**.

In order to achieve these goals, CTUIL and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of CTUIL

(1) **CTUIL** commits itself to take all measures necessary to prevent corruption and to observe the following principles :

a) No employee of **CTUIL**, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b) **CTUIL** will, during the tender process treat all Bidder(s) with equity, fairness **and reason**. **CTUIL** will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) **CTUIL** will exclude from evaluation of Bids its such employee(s) who has any **personal** interest in the Companies/Agencies participating in the Bidding/Tendering process **and all known prejudiced persons**.

(2) **If CTUIL obtains information on the conduct of any of its employee which is a criminal offence under the IPC / PC Act , or if there be a substantive suspicion in this regard, CTUIL will inform its Chief Vigilance Officer and in addition disciplinary actions can be initiated under CTUIL's Rules.**

Section II - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits **itself** to take all measures necessary to prevent corruption. The **Bidder/Contractor** commits **itself** to observe the following principles during **its** participation in the tender process and during the contract execution:

a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give **to any of CTUIL 's** employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which it is not legally entitled to, in order to obtain in exchange an advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder/Contractor will not enter into any illegal **or undisclosed** agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) **The Bidder/Contractor shall not pass any information provided by CTUIL as part of business relationship to others and shall not commit any offence under PC/IPC Act**.

d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

e) The Bidder/Contractor will, when presenting his bid, disclose any and all **payments made**, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of CTUIL.

g) **The Bidder/Contractor shall ensure adoption of Integrity Pact by its Sub-contractors and shall be responsible for the same.**

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contracts

(1) If the Bidder, before contract award, has **committed a transgression** through a violation of Section II or in any other form such as to put his reliability or credibility

as Bidder into question, CTUIL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder/Contractor has **committed a transgression** through a violation of Section II such as to put his reliability or credibility into question, CTUIL may, after following due procedures, **ban /blacklist the Bidder/Contractor in line with CTUIL's policy for "Black-Listing of Firms / Banning of Business**". The imposition and duration of the **ban** will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The **ban** will be **imposed for a maximum of 3 years**.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, CTUIL may revoke the **ban** prematurely.

Section IV - Liability for violation of Integrity Pact

(1) If CTUIL has disqualified the Bidder from the tender process prior to the award under Section III, CTUIL **is entitled for forfeiture of** the Bid Guarantee under the Bid.

(2) If CTUIL has terminated the contract under Section III **or if CTUIL is entitled to terminate the contract under Section III**, **CTUIL shall be entitled** to forfeit the Contract Performance Guarantee of this contract, **in full or part thereof as may be decided**, besides resorting to other remedies under the contract.

Section V- Previous Transgression

(1) The Bidder shall **disclose in its Bid any** transgressions occurred in the last **10** years with any other Public Sector Undertaking **or Government Department or any other Company, in any country, that may impinge on the Anti-corruption principle**.

(2) If the Bidder makes incorrect statement on this subject, **it** can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and **further action can be taken in line with CTUIL's policies.**

Section VI - Equal treatment to all Bidders / Contractors

(1) CTUIL will enter into agreements with identical conditions as this one with all

Bidders.

(2) CTUIL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If CTUIL obtains knowledge of conduct of a Bidder or a Contractor or **its** subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if CTUIL has substantive suspicion in this regard, CTUIL will inform the Chief Vigilance Officer (CVO).

(*)**Section VIII - Independent External Monitor/Monitors**

(1) CTUIL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India. **The names of the IEMs have been indicated in the Bidding Documents.**

(2) The **panel of IEMs shall** review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. **The panel of IEMs** has right of access to all project documentation. **The panel of IEMs** may examine any complaint received by **them** and submit a report to Chairman-cum-Managing Director, CTUIL, **giving joint findings**, at the earliest. **The panel** of IEMs may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act.

(3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He / **She** reports to the Chairman-cum-Managing Director, CTUIL.

(4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of CTUIL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his / **her** request and demonstration of a valid interest, unrestricted and unconditional access to **their** documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(5) CTUIL will provide to the IEMs information as sought by him / **her** which could have an impact on the contractual relations between CTUIL and the Bidder/Contractor related to this contract. **The IEMs shall also sign declaration on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of**

Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman-cum-Managing Director, **CTUIL and recuse himself/herself from that case.**

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he **/ she** will so inform the Chairman-cum-Managing Director, CTUIL and request the Chairman-cum-Managing Director, CTUIL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to CTUIL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to CTUIL.

(7) The IEM will submit a written report to the Chairman-cum-Managing Director, CTUIL within 8 to 10 weeks from the date of reference or intimation to him by CTUIL and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the Chairman-cum-Managing Director, CTUIL, a substantiated suspicion of an offence under **PC / IPC Act**, and the Chairman-cum-Managing Director, CTUIL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

(9) **While representing any matter in relation to the Integrity pact inter-alia including its transgression to the panel of IEMs, CTUIL and Bidder/Contractor shall not approach the court of law and await the decision of the IEM in the matter.**

(10) The word '**IEM**' would include both singular and plural.

(*) This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I : Invitation for Bids and/or Clause ITB 9.3 in Section – III: Bid Data Sheets of Conditions of Contract, Volume-I of the Bidding Documents.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of CTUIL. The Arbitration/**conciliation** clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

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

(3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

(4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

(5) **Issues like Warranty/Guarantees etc. shall be outside the purview of IEMs.**

(6) Views expressed or suggestions/submissions made by the parties and the recommendations of the ***CVO/***IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral/**conciliation** or judicial proceedings (arising out of the arbitral/**conciliation** proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in Section IFB/BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract, Volume-I.

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

(Signature) _____	(Signature) _____
(For & On behalf of CTUIL)	**(For & On behalf of Bidder/ Partner(s) of Joint Venture/ Contractor)**
(Office Seal)	(Office Seal)
Name:_____	Name:_____

Designation:_____ Designation:_____

Witness 1 :_____ Witness 1 :_____

(Name & Address) _____ (Name & Address) _____

_____ _____

_____ _____

Witness 2 :_____ Witness 2 :_____

(Name & Address) _____ (Name & Address) _____

_____ _____

_____ _____

Attachment-5

(Declaration of Key Managerial Person (KMP) and Power of Attorney holder)

Bidder's Name and Address :	**To:**
	C&M
Name :	Central Transmission Utility of India Ltd.,
Address :	"Saudamini", Plot No. 2, Sector 29
	Gurgaon (Haryana) - 122001

Dear Sir,

1.0 We confirm that the declarations made in our proposal, inter-alia including regarding eligibility/qualification data and documents submitted in our proposal in support of the declarations, are true and correct to the best of our knowledge. We also confirm that in support of meeting the Requirements as per bid Documents, we have enclosed self-certified copy of documentary evidence in support of the above requirements.

2.0 We shall furnish clarification to proposal, if any sought by Employer pursuant to bid documents. We understand that if we fail to rectify/furnish the requested documents if any, within 07 days' notice, our proposal is liable to be rejected.

3.0 We understand that any false declaration and/or misrepresentation of facts and/or furnishing of false/forged documents /information may lead to our debarment from participation in Employer tenders and that our Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the bid Document/Integrity Pact.

4.0 Notwithstanding above, we also confirm that the Employer may verify the supporting documents/ details in connection with above declarations. We further understand that in case of any unethical practices inter-alia including any misrepresentation of facts, submission of false and/or forged details/ documents/ declaration by us, we may be debarred from the participation in Employer's tenders in future as considered appropriate by Employer and our Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

Date:.....

Place:.....

(Signature of Power of Attorney holder).....……..

(Printed Name).....……

(Designation).....…….....

(Common Seal)…….....

(Signature of Key Managerial Person).....……..

(Printed Name).....……

(Designation).....…….....

(Common Seal)…….....

Note: Key Managerial Personnel (KMP) of the company shall include CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/any other officer entrusted with substantial powers of the management of the affairs of the company/firm.

Attachment-6

(Undertaking regarding acceptance of Provisions of bid documents)

Bidder's Name and Address :	**To:**
	C&M
Name :	Central Transmission Utility of India Ltd.,
Address :	"Saudamini", Plot No. 2, Sector 29
	Gurgaon (Haryana) - 122001

Dear Sir,

1.0 With reference to our Proposal Ref. No : --------- dated : -------- for "Deployment of Security Personnel at CTUIL New Office – IRCON International Tower-1, Sector-32, Gurugram through DRZ (Directorate Resettlement Zone)-West, Ministry of Defence Sponsored Security Agency", Rfx no./bid no. ----------, we hereby confirm that the provisions of Bid Documents, read in conjunction with Amendment(s)/Clarification(s) (if any) issued by CTUIL are acceptable to us and we have not taken any deviation in this regard.

2.0 We confirm that any deviation to bid Documents and its subsequent Amendment(s)/ Clarification as mentioned at 1.0 above, found anywhere in our Proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to CTUIL.

3.0 Further, we hereby confirm that there are no discrepancies/inconsistencies and deviations/ omissions/ reservations in First Envelope and Second Envelope Proposals.

4.0 We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para 3.0 above, is observed in First Envelope and Second Envelope Proposals, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to CTUIL. However, in case of any arithmetical errors, the same shall be governed as per the provision of bid documents.

Date :	**Printed Name :**
Place :	**Designation :**

Attachment-7

(Undertaking regarding submission of scanned/soft copy and original/Hard copy part of the bid)

Bidder's Name and Address:

Name:

Address:

To:

C&M Department
Central Transmission Utility of India Limited,
"Saudamini", Plot No. 2, Sector 29
Gurgaon (Haryana) - 122001

Dear Sir,

1.0 We have read the provisions of the bid documentsd regarding submission of scanned/soft copies and original/Hard copy part of the bid. Accordingly, as per Bid Documents, we hereby confirm the following:

(i) We have uploaded the scanned copy of the requisite documents in accordance with the bidding provisions along with the soft part of the bid.

(ii) We have also furnished all the original/Hard copy part of the bid in physical form as per the provision of bid documents. Further, there has not been any contradictions/ inconsistencies between the documents submitted in physical form and the scanned version submitted along with the soft part of the bid.

2.0 We also accept that in case of our failure of submission of documents in original/hard part, the same shall be considered as withdrawal of bids and Employer has the right to take punitive measures against us as deemed fit.

Date:

Place:

Printed Name:

Designation:

ANENXURE-A

PROFORMA BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing bank

Bank Guarantee No. …… Date.....

NOA/Contract No.....

……..*[Name of Contractor]*…….

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

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

Contract Agreement/LoA No…… .....*(insert date of the Contract Agreement)*…..... between you and M/s ..... *(Name of Contractor)* .....,

(or)

vide Contract Agreement/LoA No……dated…….issued by you to M/s ..... *(Name of Contractor)* .....,

having its Principal place of business at ……....*(Address of Independent Engineer)* ..... and Registered Office at ……....*(Registered address of Independent Engineer)* ..... ("**the Contractor**") concerning …….....….. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)*…….. *[Applicable for Bank Guarantees issued by Consultant for those Contracts awarded to them]*

By this letter we, the undersigned, ……*(insert name & address of the issuing bank)* ……, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at …..……*(insert address of registered office of the bank)*……..... do hereby irrevocably guarantee payment to you up to …….. i.e., five percent (5%) of the Contract Price until ninety (90) days beyond scheduled date of final acceptance of work i.e., upto and inclusive of ……. *(dd/mm/yy)*.

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

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

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

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

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

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

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

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

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This Bank Guarantee shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____
POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____
Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC Publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

   Quote
   This guarantee is subjected to uniform Rules for Demand Guarantee, ICC publication No. 758.
   Unquote

4. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at bid documents in their Trade Finance Portal.
Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."