

**SELF-CERTIFICATION**

I, \_\_\_\_\_ S/o/D/o of \_\_\_\_\_, working as {CEO/CFO/ Company Secretary or any member of the Board of Directors in case of a limited company or proprietor / any two partners in case of Proprietorship / Partnership firms (indicate, as applicable)} of the Company \_\_\_\_\_ having its registered office at \_\_\_\_\_ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference \_\_\_\_\_ against your Enquiry document \_\_\_\_\_, are true, authentic, genuine and exact copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents has been submitted with full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud (ii) provisions of bidding conditions and (iii) Suspension / Banning rules of Owner/EIL, which entitle the Owner/EIL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

I also declare that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and EIL/Owner has every right to take action against me and my company, as deemed fit as per law of land and provisions of the bidding documents including EIL/Owner's right to put our company on Suspension/Banning/Holiday list for future business with EIL/Owner.

Specimen Signature of authorized representative

Signature

Name & Designation {CEO or CFO or Company Secretary or any member of the Board of Directors in case of a limited company or proprietor / any two partners in case of Proprietorship / partnership firms (indicate, as applicable)}

Notarized by Notary Public (applicable only in case of Proprietorship / Partnership firm)

# **BIDDING FORMS**

**FORM – D**

**BIDDER’S PROVEN TRACK RECORD PROFORMA FOR 2MW AC SOLAR PHOTO VOLTAIC POWER PLANT**

i. **Bidders shall fill the below mentioned Performa in order to establish qualification for Clause no. 5.1.1 of BQC (refer BQC for complete details):**

| Sl. No. | Parameter  | Description/ Document no. | Remarks by bidder (if any) |
|---------|--|---------------------------|----------------------------|
| 1       | Name of Work   |                           |                            |
| 2       | Purchase Order/ Work Order/ Letter of Award etc.   |                           |                            |
| 3       | Inspection release note  |                           |                            |
| 4       | Scope of Work/ Schedule of Rate/ Final Bill etc.   |                           |                            |
| 5       | Completion certificate & Completion date   |                           |                            |
| 6       | End user certificates certifying one year of service & in operation for offered Solar Photo Voltaic Power Plant System |                           |                            |
| 7       | KWp DC Peak capacity of plant  |                           |                            |

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**NAME OF BIDDER** : \_\_\_\_\_

**COMPANY SEAL** : \_\_\_\_\_

- ii. **Bidders shall fill the below mentioned Performa in order to establish qualification for Clause no. 5.2.2 of BQC (refer BQC for complete details):**

| Sl. No. | Parameter  | Description/ Document no. | Remarks by bidder (if any) |
|---------|--|---------------------------|----------------------------|
| 1       | Name of Work                                     |                           |                            |
| 2       | Purchase Order/ Work Order/ Letter of Award etc. |                           |                            |
| 3       | Inspection release note                          |                           |                            |
| 4       | Scope of Work/ Schedule of Rate/ Final Bill etc. |                           |                            |
| 5       | Completion certificate & Completion date         |                           |                            |
| 6       | KWp DC Peak capacity of plant                    |                           |                            |

**SIGNATURE OF BIDDER**

:

\_\_\_\_\_

**NAME OF BIDDER**

:

\_\_\_\_\_

**COMPANY SEAL**

:

\_\_\_\_\_

- iii. **Bidders shall fill the below mentioned Performa in order to establish qualification for Clause no. 5.2.3 of BQC (refer BQC for complete details):**

| <b>Sl. No.</b> | <b>Parameter</b>                                 | <b>Description/ Document no.</b> | <b>Remarks by bidder (if any)</b> |
|----------------|--|----------------------------------|-----------------------------------|
| 1              | Name of Work                                     |                                  |                                   |
| 2              | Purchase Order/ Work Order/ Letter of Award etc. |                                  |                                   |
| 3              | Scope of Work/ Schedule of Rate/ Final Bill etc. |                                  |                                   |
| 4              | Completion certificate/ Completion date for O&M  |                                  |                                   |
| 5              | KWp DC Peak capacity of plant                    |                                  |                                   |

**SIGNATURE OF BIDDER**  
**NAME OF BIDDER**  
**COMPANY SEAL**

: \_\_\_\_\_  
 : \_\_\_\_\_  
 : \_\_\_\_\_

**FORM-O****FORMAT FOR FINANCIAL CAPABILITY OF THE BIDDER****A. FINANCIAL DETAILS:**

| S no.     | Description     | Year                             | Value<br>Currency (_____) |
|-----------|-----------------|----------------------------------|---------------------------|
| <b>1.</b> | Turnover        | Latest financial year :          |                           |
|           |                 | Preceding 1 <sup>st</sup> year : |                           |
|           |                 | Preceding 2 <sup>nd</sup> year : |                           |
| <b>2.</b> | Net Worth       | Latest financial year :          | (*)                       |
| <b>3.</b> | Working Capital | Latest financial year :          |                           |

(\*) – Indicate Positive or Negative (Value is not Mandatory)

**Note:**

1. **Networth calculation:** Networth means paid up share capital, Share Application Money pending allotment\* and reserves# less accumulated losses and deferred expenditure to the extent not written off. Networth has been calculated using the following formula, as per provisions of the enquiry document:

# Reserves to be considered for the purpose of networth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

\*Share Application Money pending allotment will be considered only in respect of share to be allotted.

| Description  |   | Value <in<br>Currency> | Reference (Page<br>No., Clause etc.) |
|--|---|------------------------|--------------------------------------|
| Paid up share capital (A)  | : |                        |                                      |
| Add: Share Application Money pending allotment (B)               | : |                        |                                      |
| Add: Reserves (As defined Above) (C)                             | : |                        |                                      |
| Less: Accumulated Losses (D)                                     | : |                        |                                      |
| Less: Deferred Revenue Expenditure to the extent not written off | : |                        |                                      |
| <b>Net Worth (A+B+C-D-E)</b>                                     | : |                        |                                      |

- Working Capital calculation:** Working Capital shall be Current Assets minus Current Liabilities.
- Turnover:** Turnover shall be the revenue from operation as indicated in the profit and loss account of the bidder, but excluding other income.
- Networth, Working Capital and Turnover has been calculated using the above mentioned formulae and after giving effect to the impact of Audit Qualifications given in the Audit Report.

Date:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

# **SPECIAL CONDITIONS OF CONTRACT**

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## 1.0 **GENERAL**

- 1.1 “Owner/HPCL” means the HINDUSTAN PETROLEUM CORPORATION LIMITED incorporated in India having its registered office at PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD, MUMBAI - 400020 and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.
- 1.2 “EIL” means Engineers India Limited, a company incorporated in India and having its registered office at 1, Bhikaiji Cama Place, New Delhi – 66. EIL has been appointed by HPCL as the EPCM Consultant for the subject Project. EIL will perform the EPCM services as EIC (Engineer-in-Charge) for this project as the representative of the Owner.
- 1.3 Read in conjunction with other provision: Special Conditions of Contract (SCC) shall be read in conjunction with the General Terms & Conditions of Works Contract (GTC-Works) also referred to as General Terms & Conditions of Works, Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.4 Every part supplementary: Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.5 GTC/GCC in variance with SCC: Where any portion of the GTC-Works is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GTC-Works only to the extent that such repugnancies or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GTC-Works.
- 1.6 Cost inclusive without specific provision: Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected and/or carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract Price shall be deemed to have included such cost.
- 1.7 Materials, design and workmanship: The materials, design & workmanship shall satisfy the applicable relevant International / Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard / Specifications / Codes of practice for detailed specifications covering any part of the work covered in this bidding document, the instructions / directions of HPCL /EIL will be binding upon the CONTRACTOR.
- 1.8 In case of an irreconcilable conflict between Indian or other applicable International / Indian standards, GTC-Works, Special Conditions of Contract, Specifications, Drawings or Price Schedule / Schedule of Rates and any other portion of Bidding Document, following order of precedence shall prevail to the extent of such irreconcilable conflict in order of precedence :
- i) Detailed Purchase Order along with all its enclosures including Schedule of Rates
  - ii) Letter of Acceptance.
  - iii) Special Conditions of Contract.
  - iv) Job / Particular Specifications.
  - v) Scope of Work
  - vi) Drawings
  - vii) Technical / Material Specifications.
  - viii) Bid Data sheet
  - ix) Instruction to Bidders
  - x) General Conditions of Contract.
  - xi) Indian Standards
  - xii) Other Documents
- 1.9 Absence of any Specifications: In the absence of any Specifications covering any material,

- design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.
- 1.10 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents, before starting the work (s) or making the supply with reference, which the conflict exists.
- 1.11 General conditions of Contract (GCC) and General Terms & Conditions of Works Contract(GTC-Works) are synonym.
- 1.12 The words "job" and "Work" have the same meaning.
- 1.13 **Location of site:**  
The location of the proposed site is at:  
HPCL's Green R&D Centre,  
KIADB Industrial Area, Tarabanahalli,  
Devangundi, Hoskote,  
Bengaluru-560067  
Nearest Railway Station: Devanagonthi.  
Nearest Airport: Bengaluru International Airport.

## **2.0 SCOPE OF WORK & SCOPE OF SUPPLY**

- 2.1 The scope of work & supply shall be as specified in the Technical Section of the Bidding Document.

## **3.0 SINGLE POINT RESPONSIBILITY**

- 3.1 The entire work for each part/ section as per Scope of Work covered under this contract shall be awarded on single point responsibility basis for each part/section.

## **4.0 SUPPLY OF WATER, POWER & OTHER UTILITIES**

- General Conditions of Contract is modified to the following extent:
- 4.1 **WATER, POWER AND LAND FOR RESIDENTIAL ACCOMMODATION**

Construction Water and Construction Power shall not be provided to the Contractor by the Owner. CONTRACTOR shall arrange and provide Construction Water, Drinking Water and Construction Power including further distribution till utilisation points, at their own cost, to meet the contractual requirements. Non-availability of water and power due to any reasons shall not entitle the CONTRACTOR for any claim on OWNER on account of time and cost implications. The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installation are approved by the State Electricity Inspector.

All supply & installations / fixtures & fittings / cabling for construction power shall be in the scope of the contractor without any additional cost to the Owner. The Contractor shall keep acoustic DG sets of adequate capacity at his cost at different locations to keep the work in progress or alternatively contractor shall make his own arrangement at his own cost for taking temporary electric connection for required load during the construction period from local/municipal authorities.

However, wherever grid power shall be technically required for Performance Guarantee Test Run (PGTR) or for final commissioning of any system installed by the contractor as per scope of work of this tender document, the same, if available, shall be provided to the contractor free of cost.

The OWNER shall not permit any land at site to be used for residential purposes for accommodation of the CONTRACTOR's personnel and labour. The contractor shall arrange and provide the required labour camp along with water, electricity, sanitation and other measures at his own cost outside the Owner premises all in accordance with the prevalent statutory guidelines.

- 4.2 **LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORKSHOP**

The OWNER may provide the CONTRACTOR limited open land at work site, free of any liability to pay license fee to establish a temporary site office, fabrication yard, storage yard

& workshop only, based on availability of land. However, all such temporary facilities shall be demolished/ dismantled and area shall be cleared of debris & handed over to Owner on completion of the job. Additional land, if any, shall be arranged by the CONTRACTOR outside the work site, on his own, within the quoted prices.

4.3 Deleted.

4.4 The CONTRACTOR shall submit their proposed construction facilities lay out plan and details to the Engineer-in-Charge for his approval before installing his temporary construction facilities.

## **5.0 TIME SCHEDULE**

5.1 The Work shall be executed strictly as per time schedule mentioned in the Letter Inviting Bid/ Invitation for Bid. The period of completion given includes the time required for completion of Scope of Work in its entirety including mobilisation, demobilisation rectifications, if any and completion in all respects to the entire satisfaction of the Engineer-in-Charge and handing over to Owner.

5.2 Contractor shall submit Detailed Overall construction micro schedule, Procurement Schedule and Resource Mobilization Schedule for approval of Engineer-In-Charge within 2 weeks after award of work. In case, the contractor fails to submit the micro schedule of all jobs with agreed weightage and timeline to Engineer-In-Charge, the Engineer-In-Charge shall issue the final schedule which shall be final and binding on the contractor.

5.3 Monthly/ weekly construction programme will be drawn up by the Contractor based on availability of work fronts and the construction programmes. The programme shall be approved by Engineer-in-Charge. The Contractor shall strictly adhere to this Targets/ Programme.

5.4 Contractor shall submit daily progress report highlighting category wise labour and equipment deployed along with the progress of work done on previous day in the proforma approved by the Engineer-in-Charge.

## **6.0 DELETED**

## **7.0 TAXES & DUTIES**

### **7.1 Goods & Service Tax**

7.1.1 "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also include GST compensation Cess, if applicable.

7.1.2 The quoted price for performance of the work & services pursuant to the Contract shall be deemed to be inclusive of all taxes and duties, levies and cess etc. except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess, if applicable.

7.1.3 Contractor shall be required to issue tax invoice in accordance with GST Act and/or Rules. In the event that the contractor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, Owner shall not be liable to account and make any payment on account of GST against such invoice.

7.1.4 GST shall be paid against receipt of tax invoice and proof of payment of GST to government (or auto-population of input tax credit on GSTIN portal). In case of non-receipt of tax invoice and/or non-payment of GST by the Contractor (or non-auto-population of input tax credit on GSTIN portal), Owner shall withhold the payment of GST. Contractor to submit the payment receipt of GST paid to government for previous month before 15<sup>th</sup> of next month. For non-compliance, Owner may exercise the option of not paying future bills. Alternatively, the Contractor shall submit BG (5% of contract value) to cover any loss/ interest/ penalty/ legal fees from tax authorities and for release of payment upon quarterly

- compliance of GST. The BG validity shall be 6 months from the completion date.
- 7.1.5 GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor but will be directly deposited to the government by Owner. Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is /liable to pay GST to the Government on which interest/penalties becomes payable as per GST laws for any reason which is not attributable to Owner or Input Tax credit (ITC) with respect to such payments is not available to Owner for any reason which is not attributable to Owner, then Owner shall be entitled to deduct/ setoff / recover such amounts against any amounts paid/payable by Owner to Contractor.
- 7.1.6 The contractor shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit is denied/delayed to Owner due to any non-compliance/ delayed compliance by the contractor under the GST act (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the bidder), the contractor shall be liable to reimburse Owner for all such losses and other consequences including but not limited to the tax loss, interest, penalty and liability in other forms. Owner shall be entitled to recover such amount from the contractor by way of adjustment from the next invoice, encashment of BG, by way of remedy as mentioned in clause 7.1.4 above or by any other means as per direction of Owner/ EIL.
- 7.1.7 The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws.  
Further the Contractor shall avail and pass on benefits of all exemptions, concessions, special direct and indirect tax benefits including trade concessions and benefits available under tax laws or Solar works rules. Vendor to quote considering all the exemptions, concessions & benefits.
- 7.1.8 The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificates and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue/arrange its own Road Permit/E-way Bill, if applicable, and comply with the statutory Laws of the concerned state.
- 7.1.9 In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "cover under composition system" in column for GST of price schedule. In case, subsequently such contractor gets covered under regular GST regime, the price including GST under regular GST regime shall not exceed the price quoted by the bidder under composition scheme.
- 7.1.10 Owner will prefer to deal with registered contractor of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, If not registered yet. However, in case any unregistered bidder is submitting their bid and Reverse Charge Mechanism is applicable, their prices will be loaded with applicable GST as per Bid Evaluation Methodology.
- 7.1.11 Bidders will be required to quote applicable tax rate (along with applicable SAC/ HSN Code) as per provisions of GST law. Any higher rate of tax actually invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clause) shall be adjusted in price.  
For the purpose of invoicing and billing, the present rate of GST is 5% on supply portion which is deemed as 70% of the total contract value (i.e. Execution Phase) and 18% on the remaining 30% of the total contract value (i.e. Execution Phase) which is deemed as service portion.
- 7.1.12 Any error of interpretation of applicability of taxes/ duties by the contractor shall be to Contractor's account. The classification of goods & services as per GST act and charging of correct rate of tax as prescribed under the respective tax laws should be correctly done by the contractor to ensure that input credit benefit is not lost to Owner on account of any

- error on the part of the Contractor or its Sub-Contractor / Vendor. Owner will not have any liability towards payment of applicable taxes & duties as a result of wrong assessment/ interpretation of applicable taxes & duties by the bidder.
- 7.1.13 Tax invoice shall be raised by Contractor in the name of Owner. Contractor shall submit the Tax invoices in line with the RA bills certified by Engineer-in-charge.
- 7.2 Customs duty**
- 7.2.1 Custom duties on the imported material shall be included in the quoted prices and contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbour dues/pilotage fees, port fees, wharfage fees, unloading costs incurred in India in respect of any imported goods shall be to contractor's account.
- 7.2.2 The contractor shall be responsible for, and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. any import of the goods and materials.
- 7.2.3 In case owner/ EIL is exposed to any penal action, interest /penalties by the custom authorities for incorrect declaration and /or valuation of the goods or material by the contractor, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by contractor, the contractor shall indemnify and hold harmless, Owner/EIL for any and all costs, expenses or losses suffered or incurred by Owner/EIL in this regard.
- 7.2.4 Relevant concessions with respect to import of Solar Energy Generation equipments shall be passed on to the Owner. Vendor to quote considering all the exemptions, concessions & benefits.
- 7.3 Statutory Variations**
- No variation on account of taxes and duties, statutory or otherwise, shall be payable to contractor except for the following;
- 7.3.1 Any statutory variation in GST or introduction of any new taxes/ levies pursuant to this contract after the due date of submission of last price bid till the contractual completion date (including extended contractual completion period for the reasons attributable to Owner or due to Force Majeure condition) shall be paid to contractor against submission of copy of relevant Govt. Notification and Tax Invoice. However, in case of delay beyond CCD , for reasons attributable to contractor, introduction of any new taxes or levies and any increase in GST shall be borne by the contractor, however decrease in GST shall be passed on to Owner.
- 7.4 Tax Deduction at Source (TDS) under GST, if applicable**
- 7.4.1 TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor.
- 7.4.2 The CONTRACTOR shall be exclusively responsible and liable to deduct TDS, if applicable, from the sub-contractors / sub-vendors and remit the same to the Govt. within the due date, as per GST legislation(s).
- 7.5 Income Tax & Tax Deduction at Source for Income Tax**
- 7.5.1 Prices for site-work, contracts and other services of Indian contractors shall be inclusive of income tax.
- 7.5.2 Tax shall be deducted at source by owner on all sums due in accordance with the provisions of Indian income tax act/rules as in force at the relevant point of time.
- 7.5.3 Owner shall issue a tax deduction certificate to the bidder evidencing the tax deducted or withheld and deposited by owner on payments made to the bidder to enable the bidder to claim the credit of Tax deducted by owner.
- 7.6 Construction Workers Cess/ Labour Cess**
- 7.6.1 The contractor must be registered with the concerned authorities under the Building and other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.
- 7.6.2 The contractor shall be responsible to comply with all provisions of the Building and Other

Construction Workers' (RE&CS) Act, 1996, the Building and other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.

7.6.3 The quoted prices shall be deemed to be inclusive of all applicable Taxes & Duties, including labour cess etc., except GST. Suitable deductions will be made towards compliance of labour cess at the applicable rates and as per applicable act / norms.

7.6.4 It is the liability of the contractor to obtain monthly clearances from the local authorities after updating/reconciling the labour cess deducted and paid by the owner via e payment so that work and Owner should not get affected due to the same cause.

## **8.0 FIRM PRICE**

8.1 The contract prices shall be firm and fixed except as per the provisions stated in the Bidding Document till the completion of works in all respect and no escalation in prices on any other account shall be admissible to the contractor.

## **9.0 STATUTORY APPROVALS**

9.1 Obtaining statutory approvals, required as defined in contractor's scope under Technical Scope of work, shall be the responsibility of the contractor. Contractor shall arrange the inspection of the works by the concerned authorities, as required and necessary co-ordination and liaison work in this respect shall also be the responsibility of the contractor. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. Statutory fees paid, if any, for all such inspections and approvals by authorities shall be reimbursed by the owner against submission of documentary evidences. However, any coordination or liaison works in this regard shall be deemed to be included in the quoted prices, if not specified otherwise.

9.2 Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the contractor within the quoted rates. The inspection and acceptance of the work by statutory authorities shall however, not absolve the contractor from any of his responsibilities under this contract.

9.3 Deleted.

## **10.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION**

### **10.1 CONSTRUCTION EQUIPMENT**

10.1.1 In addition to the provisions of relevant clause of GCC/GTC and associated provisions thereof, the Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy **construction equipments and tools & tackles** as specified in **Annexure-I to this SCC** and as and when required augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Owner. No construction equipment shall be supplied by the Owner. Contractor to ensure deployment of suitable equipment and take all safety precautions during execution of work.

10.1.2 Contractor shall be solely responsible for making available for executing the WORK, all requisite Construction Equipments, Special Aids, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the Contractor from the concerned authorities of Government of India. It shall be clearly understood that Owner shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the contractor and the contractor shall be fully responsible for all taxes, duties and documentation with regard to the same. Contractor in his own interest may contact, for any clarifications in the matter, concerned