

CORRIGENDUM NO. 8 DATED: 06.01.2025

TO

BIDDING DOCUMENT

TENDER NO.: TUSCO/LSPP/IPEI/2024-25/07

Subject: “220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block”.

This is to inform all the concerned that “ (Attachment-3(QR) Attachment-4, Attachment 4A , Attachment 4(B), Attachment-5A, Attachment-16, Attachment-18, & Attachment-19 As mentioned in ITB)” are attached below. All Bidders are requested to mandatorily submit these forms duly filled & signed by authorized signatory of the bidder as part of their bid submission.

Note: Bidders are requested to submit their bids as per the scheduled bid submission date as mentioned in corrigendum No 6 dated 30.12.2024, as request for extension in bid submission date shall not be entertained.

All other terms & conditions of the tender shall remain unchanged.

The complete Tender Document is available on Central Public Procurement (CPP) Portal Website: <https://eprocure.gov.in/eprocure/app>.

Subsequent Clarification /Amendment/ Corrigendum, if any, shall be uploaded on the above website only.

AGM (C&MM)

TUSCO Limited, 4th Floor UPNEDA Bhawan Vibhuti

Khand Gomti Nagar, Lucknow,

Uttar Pradesh (India),

E-mail: tuscosolar@thdc.co.in

QUALIFICATION REQUIREMENT FOR

220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220 kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block.;

SPECIFICATION NO.: TUSCO/LSP/PEI/2024-25/07

(Qualifying Requirement Data)

Bidders Name & Address:

To,

.....
.....
.....
.....

TUSCO Limited,
4th Floor UPNEDA Bhawan,
Vibhuti Khand, Gomti Nagar,
Lucknow-226010 (U.P.)

Dear Ladies and/or Gentlemen,

In support of the Qualification Requirements (QR) for bidders, stipulated in Annexure-A (BDS) of the Section - III (BDS), Volume-I & additional information required as per ITB clause 9.3(c) of the Bidding Documents, we furnish herewith our QR data/details/documents etc., alongwith other information, as follows (*The QR stipulations have been reproduced in italics for ready reference, however, in case of any discrepancy the QR as given in BDS shall prevail*).

* We have submitted bid as individual firm.

* We have submitted bid as joint venture of following firms:

- (i)
- (ii)
- (iii)

(* **Strike-off whichever is not applicable**)

[For details regarding Qualification Requirements of a Joint Venture, please refer para 4.0 below.]

We are furnishing the following details/document in support of qualifying requirement for the subject package.

A. Attached copies of original documents defining:

- a) The constitution or legal status;
- b) The principal place of business;
- c) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually owned firms).

B. Attached original & copies of the following documents.

- a) Written power of attorney of the signatory of the Bid to commit the bidder.
- b)** Joint Venture Agreement

[** To be submitted only in case of Joint Ventures. Strike off in case of individual firms.]

1.0 General Information

[The information in this form is to be completed for individual firms and each Partner of a Joint Venture]

Where the Bidder proposes to use named subcontractor(s) for critical components of the works or for work contents in excess of 10 percent of the bid price, the following information should also be furnished for the subcontractor(s)].

Sl. No.	Particulars	For Individual Firm	In case of Joint Venture		
			For Lead Partner	For Other Partner - 1	For Other Partner - 2
1.	Name of the Firm				
2.	Head Office/ Registered Office Address				
3.	Telephone				
4.	Fax				
5.	Contact Person				
6.	Place of Incorporation/ Registration				
7.	Year of Incorporation/ Registration				
8.	Nationality of				
	Owner (i)				
	Owner (ii)				
	Owner (iii)				

(Necessary documents to establish legal status of the bidder (all the partners in case of Joint Venture) should be enclosed with the bid).

2.0 Technical Requirements

2.1 The bidder must have experience (ending prior to the NIT) of providing similar type of works to Central/ State Government/ PSUs/ Nationalized Banks/ Reputed Organizations. Works executed with list of such Central/ State/ PSUs/ Nationalized Banks with duration of works shall be furnished. The bidder must have successfully executed/completed similar works (definition of "similar works" should be clearly defined), over the last seven years: -

1. Three similar completed works costing not less than the amount equal to 40% (forty percent) of the estimated cost *;

or

2. Two similar completed works costing not less than the amount equal to 50% (fifty percent) of the estimated cost;

or

3. One similar completed work costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

In above context, Similar works shall mean: Bidder must have supplied, erected, tested, and commissioned as a prime contractor** under a single contract, at least two (2) nos. Circuit Breaker equipped bays of 220kV or above voltage level in one (1) substation or switchyard during last seven (7) years and these bays must be in satisfactory operation# as on the originally scheduled date of bid opening as per BDS.

The similarity of work shall be pre-defined based on the physical size, complexity, methods/technology and/ or other characteristics described, and scope of works. Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract. For contracts under which the applicant participated as a joint venture member sub- contractor, only the applicant's share, by value, shall be considered to meet this requirement (in case the details of work of each member of Joint venture not available, then the value of the work done of the member will be considered as per their equity share in the Joint Venture).

Certificate for 'substantial completion' of project/ work/ asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion (i.e satisfactory operation) of project/ work/ asset'.

Note-1 (*): The estimated cost of the project is INR 1,15,94,81,645.52/-

Note-2 (**): In case of works executed under a contract that had been awarded on a Joint Venture, the experience of individual Joint Venture partner shall be considered limited to the scope of that partner under the said contract.

Note-3 (#): Satisfactory operation means certificate issued by the Employer certifying the operation without any adverse remark.

Note-4: In case bidder is a holding company, the technical experience referred to in clause 2.1 shall be of that holding company only (i.e. excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in clause 2.1 shall be of that subsidiary company only (i.e. excluding its holding company).

Format A Format for the Bidder (Single Firm / Partner in case of Joint Venture) [In case of Joint Venture bidder, the QR data of each of the partner is also is to furnished, as applicable, using this format]

Name of the Bidder (Single Firm/Lead partner/Partners of a JV)		
A1.	Name of Contract (executed during the last 7 years as on the date of bid opening):	
A2.	Contract Reference No. & Date of Award	

A3.	Name and Address of the Employer/Utility by whom the Contract was awarded e-mail ID _____ Telephone No. _____ Fax No. _____	
A4(i)	Name of sub-station or switchyard executed under the Contract	_____
(ii)	Voltage level of sub-station or switchyard	_____
(iii)	No. of Circuit Breaker equipped bays in the sub-station or switchyard	_____
A5(i)	Date of successful execution of the Contract	_____
(ii)	No. of years the above referred substation is in satisfactory operation as on the originally scheduled date of bid opening	_____ years
A6.	Scope of work executed under the above contract	<input type="checkbox"/> Erection <input type="checkbox"/> Testing <input type="checkbox"/> Commissioning (Tick whichever is applicable) (If any other, please mention)
A7.	Capacity in which the Contract was undertaken (Check One)	<input type="radio"/> Prime Contractor <input type="radio"/> Sub Contractor <input type="radio"/> Partner of JV (Tick whichever is applicable)
A8.	Details/documentary evidence submitted in support of stated experience/Contract	

(Use separate sheet for each experience / Contract)

3.0 Financial Position

Bidder must meet the following minimum criteria:

- a) *Net Worth for last 3 financial years should be positive.*

** Note- Net Worth should not be less than 100% (hundred percent) of the Bidder's paid-up share capital as on the last day of the preceding financial year.*

Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further, any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

- b) Average annual financial turnover of the bidder during the last three years ending 31st march 2024 should be at least INR 34,78,44,494.00

*** Note- "Annual gross revenue from operations/gross operating income as incorporated in the profit & loss account excluding other operative income / other income".*

- c) Bidder shall have liquid assets (L.A.) or/and evidence of access to or availability of credit facilities of not less than **Rs. 5.79 Cr.**

Note 1:- In case bidder is a holding company, the financial position criteria referred to in clause 3.0 above shall be of that holding company only (i.e excluding its subsidiary/ group companies). In case bidder is a subsidiary of a holding company, financial position criteria referred to in clause 3.0 above shall be of that subsidiary company only (i.e excluding its holding company).

Note 2:- Relaxation for Start-Ups[^]/MSEs

Start-Ups[^]/ MSEs, meeting the specified requirements at Para 3.0 (a) above in Financial Position shall also be considered qualified if they meet Eighty (75)% of the requirement specified at Para 3.0 (b) & 3.0 (c) above in Financial Position.

[^] Start-Ups as defined by DIPP, applicable as on the originally scheduled date of bid opening.

[Further, for Joint Venture Bidders, the requirement to be met is stipulated under para 1.3 of Annexure-A (BDS).]

- 3.1 In support of its 'Financial Position', in line with the above, the Bidder (Individual firm or all the JV partners in case of JV bidder) must provide the relevant information, along with documentary evidence, in the following formats A & B:

Name of the Bidder [Single Firm / Lead Partner of a JV / Partner of a JV]			
A. Turnover / Networth details:			<input type="checkbox"/> Yes
Whether the complete Annual Reports together with Audited Financial statement of Accounts/equivalent documents for the company for the FY of immediately preceding the date of submission of Bid are available?:			<input type="checkbox"/> No
			(Tick only whichever is applicable)
Sl. No.	Financial year	Annual turnover in Rs. Crore	Networth in Rs Crore
1			
2			
3			
4			
	Average annual financial turnover of the bidder during the last three years.		

B. Liquid Assets	
Details of evidence of having Liquid assets (LA)	_____
Or	_____
Details of evidence of access to or availability of credit facilities	_____

4.0 Joint Venture Bids

4.1 *In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, joint venture must comply the following minimum criteria:*

- i) *All the partners of the JV shall meet individually the Financial Position criteria given at 3.0 (a) above.*
- ii) *The lead partner shall meet, not less than 50% of the Financial Position criteria given at para 3.0 (b) & (c) above and 50% of the Technical Experience criteria given at 2.1 above.*
- iii) *Each of the other partner (s) individually*
 - a) *shall meet not less than 50% of the Technical Experience criteria given at 2.1 above 50% of the Financial Position criteria given at 3.0 (b) & 25% of the Financial Position criteria given at 3.0 (c) above.*
 - b) must have erected, tested and commissioned as a prime contractor* under a single contract, at least one (1) no. Circuit Breaker equipped bay of 220kV or above voltage level in one substation or switchyard during last seven(7) years and this bay must be in satisfactory operation# as on the date of bid opening mentioned above.*
- iv) *The joint Venture must satisfy collectively the Criteria of clause 2.0, 3.0 (b) & (c) above for which purpose the relevant figure of average annual turnover and liquid assets / credit facilities for each of the partners of the JV shall be added together to arrive at Joint Venture total capacity.*

Note (): In case of works executed under a contract that had been awarded on a Joint Venture, the experience of individual Joint Venture partner shall be considered limited to the scope of that partner under the said contract.*

Satisfactory operation means certificate issued by the Employer certifying the operation without any adverse remark.

4.2 In accordance with the above, in case of JV bidders, it should be ensured that necessary details including those pertaining to each JV partner are furnished and the documents are submitted along with the bid. Further, the JV bidders should also ensure that other requirements are complied with. The lists of documents furnished are to be indicated below:

- i)
- ii)
- iii)
- iv)
- v)

5.0 The Bidder shall also furnish following documents/details with its bid. {Reference ITB clause 9.3 (c)}

5.1 *The complete annual reports together with Audited statement of accounts of the company for last three years of its own (separate) immediately preceding the date of submission of bid.*

Note:

- i. *In the event the bidder is not able to furnish the information of its own (i.e separate), being a subsidiary company and its accounts are being consolidated with its*

group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

II. Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note-I above certifying that these information/documents are based on the audited accounts, as the case may be.

5.2 The Bidder should accordingly also provide the following information/documents (**In case of JV bidders, information should be provided separately for all the Partners of JV in the given format**):

Audited balance sheet and income statements for the last three years as per the following:

Years preceding to the bid opening	Audited Balance Sheet and Income Statements enclosed	
1 st Year (2021-22)	<input type="radio"/> Yes	<input type="radio"/> No
2 nd Year (2022-23)	<input type="radio"/> Yes	<input type="radio"/> No
3 rd Year (2023-24)	<input type="radio"/> Yes	<input type="radio"/> No

5.3

Whether bidder organization is underway of Financial restructuring.	<input type="radio"/> Yes	<input type="radio"/> No
If Yes, please enclose the details of same and data/documents establishing the same		

Date:.....

(Signature) :.....

Place:.....

(Printed Name) :.....

(Designation) :.....

(Designation).....
(Designation)
.....
(Common Seal)
.....

(Form of Certificate of Origin and Eligibility)

220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220 kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block.

Bidder's Name and Address:

To:

Name:

TUSCO Limited

Address:

4th Floor, UPNEDA ,

Bhawan, Vibhuti Khand, Gomti Nagar,

Lucknow-226010 (U.P.)

Dear Sir,

We hereby certify that equipment and materials to be supplied are produced in [Name of Countries], eligible source country.

Equipment's & Materials produced in [Name of countries]	Company incorporated & registered in [Name of countries]
[Name of Countries]	[Name of Countries]

We hereby certify that our company is incorporated and registered in [Name of Countries], eligible source country.

Date:

Printed Name:

Place:

Designation:

(List of Special Maintenance Tools & Tackles)

220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220 kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block.

Bidder's Name and Address:

To:

Name:

TUSCO Limited

Address:

4th Floor, UPNEDA ,

Bhawan, Vibhuti Khand, Gomti Nagar,

Lucknow-226010 (U.P.)

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject package. The prices for these tools & tackles are included in our lumpsum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

S.No.	For Equipment	Item Description	Unit	Quantity
1.				
2.				
3.				
4.				
5.				

Notwithstanding what is stated above, we further confirm that any additional special maintenance tools and tackles, required for the equipment under this package shall be furnished by us at no extra cost to the employer.

Date:

Printed Name:

Place:

Designation:

(List of Special Maintenance Tools & Tackles)

220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220 kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block.

Bidder's Name and Address:

To:

Name:

TUSCO Limited

Address:

4th Floor, UPNEDA ,

Bhawan, Vibhuti Khand, Gomti Nagar,

Lucknow-226010 (U.P.)

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject package. The prices for these tools & tackles, which are to be taken back after the completion of the work by us, are not included in our lumpsum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

(A)
(B)
(C)
(D)
(E)
(F)
(G)

Date:

Printed Name:

Place:

Designation:

ATTACHMENT-5A

220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220 kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block.;

SPECIFICATION NO.: TUSCO/LSPP/IPEI/2024-25/07

Bidders Name & Address:

To,

.....
.....
.....

TUSCO Limited,
4th Floor UPNEDA Bhawan,
Vibhuti Khand, Gomti Nagar,
Lucknow-226010 (U.P.)

Dear Sir,

We hereby furnish the details of the items, components, raw material, services which we propose to buy/avail from Micro and Small Enterprises (MSEs) for the purpose of completion of works under the subject package:

S.No.	Item Description	Quantity proposed to be bought/subcontracted	Name of Micro and Small Enterprises	
			Name & Address	Category (Micro or Small)
1				
2				
3				
4				
5				

The above is a list of items we propose to procure from MSEs. However, based on the situations during the execution of the contract, the above list may undergo changes. We hereby confirm that the details regarding actual procurement from MSEs carried out by us, as per the format provided at Section VI, Forms and Procedures, Volume-I of bidding documents, shall be submitted along with the bills for payment against supplies made/works done during execution of contract.

Date :

Printed Name :

(Additional Information)

220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220 kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block.

Bidder's Name and Address:

To:

Name:

TUSCO Limited

Address:

4th Floor, UPNEDA ,

Bhawan, Vibhuti Khand, Gomti Nagar,

Lucknow-226010 (U.P.)

Dear Sir,

In support of the additional information required as per ITB Sub-Clause 9.3 (q) of the Bidding Documents, we furnish herewith our data/details/documents etc., along with other information, as follows (the stipulations have been reproduced in italics for ready reference):

1.0 The Bidder shall furnish

A certificate from their Banker(s) (as per prescribed formats in Form 16, Section-VI: Sample Forms and Procedures) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers. [Reference ITB clause 9.3(q)(i)]

1.1 In accordance with 1.0, certificate(s) from banker as per requisite format, indicating various fund based/non fund based limits sanctioned to the bidder or each member of the joint venture and the extent of utilization as on date is/are enclosed, as per the following details:

Name of the Bidder (Sole Bidder)	
Name of the Banker by whom certificate issued	
Date of certificate (should not be earlier than 3 months prior to date of bid opening)	
Whether fund based/non fund based limits are indicated in the certificate	
Whether extent of utilization is indicated in the certificate	

1.2 The Bidder should accordingly also provide the following information/documents

(i) Details of Banker:

Name of Banker	
Address of Banker	

Telephone No.	
Contact Name and Title	
Fax No.	
E-mail ID	

(ii) As per para1.0, Authorization Letter(s) from the bidder (in case of JV bidder, from all the partners) addressed to the Banker(s), authorizing TUSCO Limited to seek queries about the bidder with the Banker(s) and advising the Banker(s) to reply the same promptly, is/are enclosed as per following details:

Sl. No.	Letter Ref.	Date	Addressed to (name of the Bank)

(iii) As per para BDS/ITB clause 9.3q, Bidder shall furnish the details of their Provident Fund Code Number.

Sl. No.	Name of Bidders/JV Partners	Provident Fund Code Number	Details

2.0 Litigation History

The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last seven years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid. [Reference ITB clause 9.3(q)(ii)]

2.1 Details of litigation history resulting from Contracts completed or under execution by the bidder over the last seven years.

Year	Name of client, cause of litigation/arbitration and matter in dispute	Details of Contract and date	Award for or against the bidder	Disputed amount
1.				
2.				
3.				
4.				
5.				
6.				
7.				

3.0 Details regarding previous transgressions of Integrity Pact.

4.2 Financial Data:

Details	Actual (Previous five years)					Projection for next five years				
	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Total Assets										
Current Assets										
Total Liability										
Current Liability										
Profit before taxes										
Profit after taxes										

Date:

Printed Name:

Place:

Designation:

SAFETY PACT

Between

TUSCO Limited

having its Registered Office at 4th Floor, UPNEDA Bhawan, Vibhuti Khand, Gomti Nagar,
Lucknow-226010 (U.P.)

hereinafter referred to as

“TUSCO Limited”

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

TUSCO Limited intends to award, under laid-down organisational procedures, contract(s) for

220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220 kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Substation (GSS) to evacuate power from each 300MW capacity block.

Specification Number: TUSCO/LSPP/IPEI/2024-25/07

TUSCO Limited values full compliance with all relevant laws and regulations and the principles of Safety, Health & Environment in its relations with its Bidders/ Contractors.

In order to achieve these goals, TUSCO Limited and the above named Bidder / Contractor enter into this agreement called “**Safety Pact**” which will form part of the Bid.

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

Section I – Commitments of TUSCO Limited:

TUSCO Limited commits itself to take all measures necessary to prevent accidents during Construction and Operation of the Transmission Assets and to observe the following:

1. TUSCO Limited recognizes and accepts its statutory responsibilities for ensuring construction, operation and maintenance of equipments and for the provision of safe methods of work and safe working conditions.
2. TUSCO Limited recognizes and accepts its statutory responsibilities for ensuring safety of not only its employees but also that of the Contracting Agencies as Principal Employer.
3. TUSCO Limited shall review the accidents in a structured manner and take necessary actions to ensure that the safety criteria are strengthened for safe construction as well as Operation & Maintenance of the Transmission Assets.
4. TUSCO Limited shall conduct necessary awareness and training programmes to its Employees to augment the various safety requirements to be followed during Construction and Operation & Maintenance of the Transmission Assets from time to time.
5. TUSCO Limited shall, from time to time, issue necessary guidelines, instructions and deterrents to its employees as well as to the Contracting Agencies, to update them to take necessary preventive measures to avoid repetition of similar accident attributes.
6. TUSCO Limited shall review and provide necessary guidance to the Contracting Agencies, as and when, any abnormality / special situations are brought to its notice by the Contracting Agencies during execution of the Transmission Projects being executed by them.
7. TUSCO Limited shall conduct periodical surveillance site inspections / audits to identify the unsafe conditions and unsafe actions, and bring them to the knowledge of the Contracting Agencies for taking timely corrective actions.
8. TUSCO Limited shall investigate all accidents, fatal as well as non-fatal, to identify the lapses, the reason for the accident / incident and suggest measures for prevention of recurrence of such accidents, and fix responsibility for the lapses leading to the accident.
9. TUSCO Limited shall augment the training to the workers and supervising personnel of the Contracting Agencies, as per schedules, upon nomination by the Contracting Agencies in reasonable time frame.
10. TUSCO Limited shall exercise the right to claim and recover compensation from the Contracting Agencies in case of any violation of the safety requirements / provisions during execution of the Transmission Projects, as built in the applicable Laws and contractual specifications / guidelines in vogue / issued by TUSCO Limited from time to time.

11. Section II – Commitments of the Bidder / Contractor:

The Bidder / Contractor commits himself to take all measures necessary to prevent / minimise accidents at their construction / erection sites and to observe the following:

1. The Bidder / Contractor recognizes and accepts the statutory and comprehensive responsibility for ensuring safe construction and Testing & Commissioning in the Transmission Projects being executed by them by providing safe methods of work, working conditions and Tools & Plants for human safety.

2. The Bidder / Contractor recognizes and accepts the responsibilities for ensuring safety of not only their employees but also that of the Sub-contractors, Principal Employer and the general public during execution of the Transmission Projects / works.
3. The Bidder / Contractor shall review the accidents in a structured manner and take necessary actions to ensure that the safety criteria are strengthened for safe construction of the Transmission Assets.
4. The Bidder / Contractor shall endeavour continuous development of safe methods of work to ensure that the effect of risks and perils are minimised to the extent possible and implement the same at their worksites.
5. The Bidder / Contractor shall conduct periodical Training to their Employees as well as to that of their Sub-contractors for safety awareness during construction works being executed by them.
6. The Bidder / Contractor shall provide all requisite Tools & Plants required for the work and ensure their healthiness by periodical inspections / testing as required. Unhealthy and sub-standard Tools & Plants will be immediately removed from site as and when they are identified.
7. The Bidder / Contractor shall, at their cost, provide all necessary Personal Protective Equipments such as Double Lanyard Safety Belts, Appropriate Fall Arrest Systems, Safety Helmets, Foot Wear, Hand Gloves, etc., as required for various activities pertaining to execution of the Projects / works, confirming to relevant Indian Standards.
8. The Bidder / Contractor shall ensure that dedicated qualified Safety Officers are posted in the construction projects being executed by them and ensure that the Safety Officer visits each and every gang periodically and conducts audits / inspections to identify the unsafe conditions and unsafe actions, to be rectified by the site supervising personnel promptly.
9. The Bidder / Contractor shall conduct appropriate medical checks-up for the workers before deploying them at their construction sites to ensure that only those who are medically fit are deployed in the Projects / works to be executed by them. The Bidder / Contractor shall provide the copy of the Medical Reports to TUSCO Limited, whenever requested by TUSCO Limited.
10. The Bidder / Contractor shall screen the workers before deploying them at their construction sites to ensure that only those with the skills, experience and competence to work at height and also medically fit for work at height are deployed for work at height in the Projects executed by them.
11. The Bidder / Contractor shall ensure daily before starting the work that their site Supervising Personnel / Safety Officer briefs the workers about the work for the day and the safety measures / precautions required to be taken by them.
12. The Bidder / Contractor shall investigate all the accidents at their working sites to ascertain the lapses leading to the incident and the precautionary / corrective measures required to be taken to avoid recurrence of such accidents. These accidents will be reviewed at the Board Management level of the Agencies and the findings / recommendations will be put up to TUSCO Limited Apex Safety Board within the stipulated period.
13. The Bidder / Contractor shall ensure that all accidents, whether fatal or non-fatal in nature, will be informed to TUSCO Limited, in writing, immediately on the occurrence of the same, and in any case, within not more than 24 hours of occurrence of the same.
14. The Bidder / Contractor shall also agree to follow & adhere to the provision of safety manuals of THDCIL, which will form part of contract agreement with Successful bidder.
15. The Bidder / Contractor shall ensure that in case of any accident, all necessary medical help / support shall be provided to the victims / injured till they are completely fit to return to work.

16. The Bidder / Contractor shall ensure that in case of fatal accidents, all statutory Authorities, including Police, concerned Labour Dept. Officials, concerned Workmen Compensation Commissioner, etc., will be intimated in writing as required by the statutory Law, and followed up for compliance of all statutory obligations. The Bidder / Contractor shall own full responsibility of timely accident reporting to various authorities, including TUSCO Limited.
17. The Bidder / Contractor shall ensure that in case of fatality or serious injury leading to permanent disablement of the victims, the compensation amount will be deposited with the concerned authorities, as required by the Laws, and followed up for early disbursement to the beneficiaries of the victims.
18. The Bidder / Contractor assures that they shall co-operate to the fullest extent for carrying out any investigation of the accidents at their work sites by TUSCO Limited to identify the lapses, the reason for the accident / incident and suggest measures for prevention of recurrence of such accidents. All factual details of the occurrence of the accident will be provided to TUSCO Limited, as and when required.
19. The Bidder / Contractor assures that they take full responsibility of meeting the statutory obligations in case of accidents, and in case of any reference by any Statutory Body at a later date also, they shall provide all information to TUSCO Limited and meet all the statutory obligations, including payment of additional compensation, if any.
20. The Bidder / Contractor assures that in case of any inspection of their work site or Notice by any Statutory Authority, they shall comply promptly and inform TUSCO Limited Site Officials of the same, and also provide all necessary information and assistance for smooth compliance of the observations / instructions of such Authorities.
21. The Bidder / Contractor accepts the provisions regarding safety, including payment of **any sums** to TUSCO Limited, in case of any violation of the safety requirements / provisions during execution of the Transmission Projects, as built in the Contractual Conditions, Safety Plan and the Safety Pact, and confirm to abide by the same.

Section III – Equal treatment to all Bidders / Contractors:

1. TUSCO Limited will enter into agreements with identical conditions as this one with all Bidders.
2. TUSCO Limited will disqualify, from the tender process, any bidder/ take punitive actions on the bidder, who does not sign this Pact or violate its provisions.

Section IV – Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the successful Bidder / Contractor after closure of the contract and, for all other Bidders, after the contract has been awarded.

Section V – Other Provisions:

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of TUSCO Limited. The Arbitration/Conciliation clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under the Safety Pact.
2. Changes and supplements need to be made in writing, which shall come into force only upon mutual agreement / acceptance.

- 3. If the Contractor is a partnership firm or consortium of Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venue partners, as applicable as per the Tender Specifications.
- 4. Nothing in this agreement shall affect the rights of the parties available under General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- 5. Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature) _____
(For & on behalf of TUSCO Limited)

(Signature) _____
**(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) _____

220kV AIS Substation Package for construction of two Pooling substations (PSS1 & PSS2) of 33/220 kV capacity and 220 kV transmission lines up to 220kV side (incomer) of 220/400/765 kV Grid Sub-station (GSS) to evacuate power from each 300MW capacity block.;

SPECIFICATION NO.: TUSCO/LSPP/IPEI/2024-25/07

Bidders Name & Address:

To,

.....

TUSCO Limited,

.....

4th Floor UPNEDA Bhawan,

.....

Vibhuti Khand, Gomti Nagar,

Lucknow-226010 (U.P.)

Dear Sir,

We confirm that Bid Form and Price Schedules in the Second Envelope have been filled up by us as per the provisions of the Instruction to Bidders. Further, we have noted that the same shall be evaluated as per the provisions of the Bidding Documents.

Further, we hereby confirm that as mentioned in the hereof forming part of our First Envelope :

- (i) there are no discrepancies/inconsistencies and deviations/omissions/ reservations to the Bidding Documents, in the Second Envelope bid;
- (ii) the description of items and the unit thereof in the price schedules in the Second Envelope bid are in conformity with those indicated in the price schedule of the Bidding Documents without any deviation to the specified scope of work.

We also confirm that in case any discrepancies/ inconsistencies and deviations/omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the Second Envelope, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to TUSCO Limited. However, in case of any arithmetical errors, the same.

Date :
Place :

Printed Name :
Designation :