

# **INSTRUCTION TO BIDDERS (ITB)**

This section of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission and uploading the bid on portal <https://gem.gov.in>, on line bid opening, evaluation and on contract award. This Section contains provisions that are to be used unchanged unless BDS, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in ITB and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of ITB & BDS, the provisions of BDS shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under General Conditions of Contract and/or Special Conditions of Contract.

Bidders may note that the Purchaser has uploaded its 'Works & Procurement Policy and Procedure' (Vol.-I & II) along with its Updation/Modification/Amendment1 thereof on POWERGRID's website. Those Bidders who wish to peruse the same may visit [www.powergridindia.com](http://www.powergridindia.com). However, it shall be noted that no other party, including the Bidder/Supplier, shall derive any right from this 'Works & Procurement Policy and Procedure' documents or have any claim on the Purchaser on the basis of the same. The respective rights of the Purchaser and Bidders/Suppliers shall be governed by the Bidding Documents/Contracts signed between the Purchaser and the successful bidder. The provisions of Bidding Documents shall always prevail over that of 'Works & Procurement Policy and Procedure' documents in case of contradiction.

Further in all matters arising out of the provisions of this ITB and the BDS of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Vadodara shall have exclusive jurisdiction.

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## INSTRUCTION TO BIDDERS (ITB)

### Preamble

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However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under General Conditions of Contract and/or Special Conditions of Contract.

Bidders may note that the Purchaser has uploaded its 'Works & Procurement Policy and Procedure' (Vol.-I & II) along with its Updation/Modification/Amendment<sup>1</sup> thereof on POWERGRID's website. Those Bidders who wish to peruse the same may visit [www.powergrid.in](http://www.powergrid.in) However, it shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' documents or have any claim on the Purchaser on the basis of the same. The respective rights of the Purchaser and Bidders/Contractors shall be governed by the Bidding Documents/Contracts signed between the Purchaser and the Contractor for the respective package(s). The provisions of Bidding Documents shall always prevail over that of 'Works & Procurement Policy and Procedure' documents in case of contradiction.

Further in all matters arising out of the provisions of this Section and the BDS of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Bangalore shall have exclusive jurisdiction.

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<sup>1</sup> Including Amendment on “Capacity and Capability Assessment – regarding new parties undertaking erection works of Transmission Line Tower Packages”, on “Ineligibility of Firms for Participation in the Bidding Process” and on “Black-Listing of Firms / Banning of Business”.

## Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) “e-Tender through GeM portal” will have the same meaning as of “Bid”.

### A. Introduction

#### 1. Source of Funds

- 1.1 The Owner named in the **BDS** intends to use domestic funding (Owner’s Internal Resources/Domestic Borrowings/Bonds) for this Project.

All eligible payments under the contract for the package for which this Invitation for Bids is issued shall be made by the Purchaser named in the **BDS**.

#### 2. Eligible Bidders

- 2.1 This Invitation for Bids, issued by the Purchaser is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Purchaser.

Further, the firm has to be a ‘**Class-I 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 Power Sector’ order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any.

Presently, the local content requirement to categorize a supplier as ‘**Class-I local supplier**’ is as mentioned in the bid:

‘**Class-I local supplier**’ means a supplier or service provider, whose goods, services or works offered for procurement, has Local Content equal to or more than 50%.

Firms who are not ‘**Class-I 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 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 Rs. 10 Cr, the '**Class-I 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. Further in case price reduction during e-RA, the '**Class-I local supplier**' shall ensure that the item offered meets the Local Content requirement considering the revised prices.

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 as per ITB 17 and at the time of Notification of Award as per ITB 33.

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 persons 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.

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 allowed 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.

Firms, who are executing contract(s) or has executed contract(s) in the past for the Purchaser (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 Purchaser 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.	Repeated failure of major Equipment while in service.	To be determined on case to case basis
4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract.	1 year



Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor.	1 year
6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code ( <i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i> )	Till the firm comes out of Resolution process

\*For the purpose of working out 50% of the Contract, following shall be taken into account:

- (a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.
- (b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.

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

2.3 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:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) 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 Purchaser regarding this bidding process; or

a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as a agent/authorised representative on behalf of one or more manufacturer(s) or through Licensee - Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure - A (BDS)] or as a partner in a joint venture, except for

alternative offers permitted under ITB Clause 9.3. 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

(f) 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

(g) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser as Project Manager for the contract.

2.4 The Bidder, directly or indirectly shall not be a dependent agency of the Purchaser.

2.4 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

### **3. Eligible Goods and Related Services**

3.1 For the purposes of these Bidding Documents, the words “goods” includes commodities, raw materials, machinery, equipment and industrial plants and “related services” and “related services” include services such as insurance, installation, training and initial maintenance, if specified in the scope of work..

3.2 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country barring those countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Purchaser.

3.3 For purposes of this clause, “country of origin” means the place where the goods have been mined, grown, produced, manufactured or processed; or through manufacturing, processing or substantial assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

### **4. Cost of Bidding**

4.1 The bidding document fee is not applicable for the package.

The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

- 4.2 The bidder has to ensure his registration with GeM e-tendering portal <https://gem.gov.in>.

## **B. The Bidding Documents**

### **5. Content of Bidding Documents**

- 5.1 The goods and related services required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto:

GeM Bid & GeM ATC Documents comprising GeM Bid as below:

	GeM Bid & GeM ATC
01	Instructions to Bidders (ITB) & Bid Data Sheet (BDS)
02	General Conditions of Contract (GCC)
03	Special Conditions of Contract (SCC)
04	Scope of Work ,Technical Specifications & Tender Drawings
05	Attachments to Be Submitted
06	Price Schedule / Bill of Quantities (for reference)
07	Sample Forms & Procedure

- 5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

- 5.3 Scope of Work is given in Special conditions of contract & as per "Technical Specifications".

## **6. Clarification of Bidding Documents; and Pre-Bid Meeting**

- 6.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser through the provisions made on the portal <https://gem.gov.in>. 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 Purchaser's mailing address indicated in the **ITB 1.1**.

Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Sub-Clause 22.3.1, will be unacceptable, such an issue should be raised as above. The Purchaser

will respond through the portal <https://gem.gov.in> to any request for clarification or modification of the Bidding Documents that it receives no later than Fifteen (15) days (unless otherwise specified in **BDS**) prior to the original deadline for submission of bids prescribed by the Purchaser. The Purchaser shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Purchaser's response (including an explanation of the query but not identification of its source) will be uploaded on portal <https://gem.gov.in> where all the bidders can see clarification/reply to query.

6.2 The Bidder is advised to visit and examine the site where the facilities are to be supplied and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense.

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

6.4 Pre Bid Meeting

The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated here below:

**Date of pre-Bid meeting: 08.02.2022**

**Venue: Online**

The purpose of the meeting will be to clarify any issues regarding the e-procurement method, the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Purchaser not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without delay through the e-procurement portal only. Any modification of the Bidding Documents listed in ITB Sub-Clause 5.1,

which may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an Addendum pursuant to ITB Clause 7 and not through the minutes of the pre-bid meeting.

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

## **7. Amendment of Bidding Documents**

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

7.2 The amendment will be notified only through the portal <https://gem.gov.in>. The communication/alert regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders. 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 taken into account by the Bidder in its bid.

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

In case of extension of deadline for the submission of bids by the Purchaser for reasons inter-alia including the above, prospective bidders can download the Bidding Documents from the portal <https://gem.gov.in>, as per the provisions available therein, before such extended deadline.

## **C. Preparation of Bids**

### **8. Language of Bid**

8.1 The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Purchaser related to the bid shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another Language, as long as such literature is accompanied by English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern.

## 9. Documents Comprising the Bid

9.1 The bid shall be submitted by the Bidder under GeM portal “Single Stage - Two Envelope” procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Technical Bid) and Second Envelope (also referred to as Offer Price) shall comprise of the following documents:

### **First Envelope/ Technical Bid:**

- (a) Bid Form (First Envelope) duly completed and signed by the Bidder, together with all Attachments & Technical Data Sheets (available in GEM Bid) as uploaded on the portal <https://gem.gov.in> and identified in ITB Sub-Clause 9.3 below.
- (b) Hard copy of the following documents submitted at the address mentioned at 1.1 above:
  - i) Bid Security (in Original) or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II,
  - ii) Integrity Pact (in Original) in accordance with clause 9.3 (k) of ITB, in separate envelope;
  - iii) Power of Attorney as per Clause 9.3 (b);
  - iv) ~~In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement~~
  - v) Certificate towards local content in accordance with clause 2.1,
  - vi) Certificate towards 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),
  - vii) Any other document further specified in the **BDS** duly signed and stamped on each page.

### **Second Envelope:**

Second Envelope (offer Price) Bids to be filled on-line for prices against the various Line Items under different Heads on the GeM portal <https://gem.gov.in>.

- 9.2 Bidders shall note that no alternative bids are permitted.
- 9.3 Bidder shall submit soft copy of following documents by uploading on the portal <https://gem.gov.in> and Hard copy of documents wherever stipulated in the manner specified in ITB Clause 9.1 above along with its Technical Bid (First Envelope):

Apart from prices which shall be offered ONLY through the GeM portal, the additional following documents shall also be submitted by the bidder which forms a part of their response:-

(a) Bid Security (in Original) or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II

(b) Power of Attorney (*submission of Hard copy in 'Original' and uploading of Scanned Copy*)

A 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, in accordance with ITB Clause 14.

(c) Bidder's Eligibility and Qualifications (*Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification.*)

In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid in accordance with ITB Clause 2 and is qualified to perform the contract in accordance with **Annexure - A (BDS)**, if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Annexure - A (BDS) and shall also include:

The documentary evidence defining i) the constitution or legal status; (ii) The principal place of business; (iii) 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); (iv) In support of meeting the Technical experience, self-certified copy of Contract/ Award Letter and Utility Certificate.

The bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Personnel (KMP) of the company i.e. 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, declaring the eligibility/qualification data to be true and correct.

Declaration for anticipated change in legal structure/ ownership, if any.

The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any.

If the opening of the bids pursuant to ITB Clause 20.1 or the ascertainment of qualification pursuant to ITB Clause 23.1 is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to ITB Sub-clause 21.1, the Bid shall be rejected.

However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Purchaser's tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.3



[**Note I.** In the event the Bidder is not able to furnish the above 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 sheet, income statement, 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 a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

Note 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 audited accounts, as the case may be.

(d) Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in the bid. The Bidder is required to provide the cost of withdrawal for such deviations. However, the attention of the bidders is drawn to the provisions of ITB Sub-Clause 22.3 regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

Bidder's attention is also drawn to the provisions of ITB Sub-Clause 22.3.1.

- (e) Manufacturer Authorization form - Attachment-5: Declaration by Manufacturer
- (f) Work Completion Schedule (Format enclosed at Attachment-6)
- (g) Items, Components, Raw Material, Services proposed to be sourced from Micro and Small Enterprises (Format enclosed at Attachment-7)

The Purchaser encourages the Supplier to source items, components, raw material, services from Micro and Small Enterprises for development of the Micro and Small Enterprises

The bidder shall furnish the details of the items, components, raw material, services which they propose to buy/avail from Micro and Small Enterprises for the purpose of completion of works.

- (h) Guarantee Declaration (Format enclosed at Attachment-8)
- (i) Information regarding ex-employees of Purchaser in Bidder's firm. (Format enclosed at Attachment-9)
- (j) Declaration regarding Social Accountability (Format enclosed at Attachment-10)
- (k) Integrity Pact (submission of Hard Copy in "Original" and uploading of Scanned Copy as per the format enclosed at Attachment-11)

The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals along with the Technical Bid in a separate envelope, duly superscripted with "Integrity Pact". The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs.100/-.

If the Bidder is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

Bidder's failure to submit the Integrity Pact duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 21 .1 shall lead to outright rejection of the Bid.

- (l) Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises. Scanned copy of Sample Cheque (Cancelled), PAN Card, GST Certificate shall also be uploaded.

~~(m) Additional Information (uploading of Scanned Copy, as applicable)~~

~~(i) Certificate from their Banker(s) 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 Purchaser may make queries with the Bidders' Bankers.~~

~~(ii) A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.~~

~~(iii) Details of Provident Fund Code Number of the Bidder.~~

~~(iv) Detailed information regarding previous transgressions of Integrity Pact that occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company, in any country~~

~~(v) Any other information which the Bidder intends to furnish.  
Scanned copy of above documents shall be uploaded.~~

~~(n) Declaration of Tax exemptions, reductions, allowance or benefits (Format enclosed at Attachment 14)~~

~~(o) Declaration (Format enclosed at Attachment 15)~~

~~(p) Declaration of Key Managerial Person jointly with Power of Attorney holder (Format enclosed at Attachment 16)~~

~~(q) Declaration by the bidder regarding events encountered pursuant to ITB Clause 2.1 (Format enclosed at Attachment 17)~~

(r) Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order and MoP Order, if applicable (submission of Hard Copy in 'Original'), to be submitted on a non-judicial stamp paper of Rs. 100/-. (Format enclosed at Attachment-18)

In line with the PPP-MII Order and MoP Order, the bidder shall submit the Affidavit of self-certification, in original, indicating the percentage of Local Content and certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order, on a non-judicial stamp paper of Rs. 100/-.

Further, Self certification submitted by the Bidder may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.

Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate

(s) 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, in line with

PPP-MII Order and MoP Order, if applicable (submission of Hard Copy in 'Original') to be submitted on the letter head of the auditor/ cost accountant/chartered accountant. (Format enclosed at Attachment-19)

In line with the PPP-MII Order and MoP Order, the bidder shall submit 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, if applicable, on the letter head of the auditor/chartered accountant.

Further, auditor's/ accountant's certificates (as the case may be) submitted by the Bidder may be may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact.

Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate.

- ~~(t) Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA~~
- (u) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products (submission of Hard Copy in 'Original') to be submitted on a non-judicial stamp paper of Rs. 100/-.(Format enclosed at Attachment-21)

Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published " Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement".

The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any.

In line with the aforesaid policy mentioned above, the bidder shall submit the Affidavit of self-certification, in original, to POWERGRID declaring that the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods under the package are domestically manufactured in terms of the domestic value addition prescribed in the policy, on a non-judicial stamp paper of Rs. 100/-.

In case the Iron & Steel Products are sourced by the bidder, then the Affidavit of self-certification shall be issued by the bidder. Further, in case the Iron & Steel Products are also to be sourced from Domestic manufacturers other than the bidder, the Affidavit of self-certification shall be issued by the said Domestic Manufacturer(s).

Bidder's failure to submit the Affidavit of Self certification duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid.

Further, violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the Integrity Pact signed between the bidder and POWERGRID.

- (v) Certification by the Bidder as per DoE Order in line with ITB Clause 2.1. /-.(Format enclosed at Attachment-22)

## **10. Bid Form and Price Schedules**

- 10.1 The Bidder shall fill prices Online in GeM portal <https://gem.gov.in> as per provision in GeM

## **11. Bid Prices**

- 11.1 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractors obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities including supply of mandatory spares (if any). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed to be covered by the prices for other items.
- 11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 4 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

11.3 Bidder shall quote their prices INCLUSIVE of GST. Further, Bidder shall quote their price ONLY on GeM portal <https://gem.gov.in>. BoQ provided to Bidder is only for reference purpose. If any bidder uploads its prices in the BoQ and submits along with scanned documents, its bid shall be rejected.

Before award, L1 Bidder will be required to submit Unit Rates for Items as per BOQ along with HSN/SAC Code & GST Rate

11.4 In the schedules, Bidder shall give the required details and a breakdown of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations, in the schedules.

(i) The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.

(j) The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement. Bidder shall further note that the Purchaser shall not be liable to make any payment/reimbursement to the Contractor whatsoever for insurance of Contractor's Plant and Machinery.

(l) Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Purchaser. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Purchaser will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect in Attachment 14 as per the format enclosed in the Bidding Documents

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

11.5 The prices quoted shall remain firm during the currency of the contract and no price adjustment shall be applicable

## **12. Bid Currencies**

12.1 Prices shall be quoted in Indian Rupees Only.

## **13. Bid Security**

- 13.1. The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated in the BDS. The bid security must be submitted in the form provided in the Bidding Documents  
Micro and Small Enterprises (MSEs) registered with UDYAM are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above
- 13.2. The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer as stipulated in BDS or a bank guarantee from a reputed bank selected by the bidder. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid Security shall be valid upto date as mentioned in BDS, or any other date as subsequently requested under ITB Sub-Clause 14.2
- 13.3. Any bid not accompanied by an acceptable bid security, except as exempted at 13.1 above, shall be rejected by the Employer as being nonresponsive, pursuant to ITB Sub-Clause 22.4.
- 13.4. The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period
- 13.5. The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 35 are furnished to the satisfaction of the Employer. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB Clause 34, and has furnished the required performance security, pursuant to ITB Clause 35
- 13.6. The bid security may be forfeited
- a. if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
  - b. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment - Declaration of the Bid; or
  - c. If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or
  - d. If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post - bid discussion; or
  - e. in the case of a successful Bidder, if the Bidder fails within the specified time limit

- i. to sign the Contract Agreement, in accordance with ITB Clause 34, or
  - ii. to furnish the required performance security(ies), in accordance with ITB Clause 35 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5
- 13.7. No interest shall be payable by the Employer on the above Bid Security

#### **14. Period of Validity of Bid**

14.1 Bids shall remain valid for the period of **six months** after the date of opening of Technical bid, prescribed by the Purchaser, pursuant to ITB. A bid valid for a shorter period shall be rejected by the Purchaser as being non-responsive.

14.2 In exceptional circumstance, the Purchaser may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. A Bidder may refuse the request, in which case provision of non-responsiveness in future packages as per ITB 13.3 shall not be applicable. A Bidder granting the request will not be required or permitted to modify its bid.

#### **15. Format and Signing of Bid**

15.1 The bidder shall prepare the bid in the manner indicated in ITB Clause 9.0 and submit the bid in following manner/ as per provision in GeM bid:

First Envelope (Technical Bid) :

- (i) The soft copy of the bid consisting of Technical data sheet/ catalogs and the documents listed in ITB Clause 9 including rele-vant scanned documents (refer ITB Clause 15.4) shall be uploaded through the GeM portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.
- (ii) Hard copy of followings:
  - a. Bid security
  - b. Integrity Pact (in Original) in accordance with clause 9.3 (k) of ITB, in separate envelope and
  - c. Power of Attorney as per Clause 9.3 (b).
  - d. Any Undertaking (in Original), if applicable;
  - e. Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) 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, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP Order.

- f. Affidavit towards 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).
- g. Any other document further specified in the BDS duly signed and stamped on each page.

Second Envelope:

- (i) The offer Price to be filled on-line for prices against the various Line Items under different Heads on the GeM portal <https://gem.gov.in>. Submission of Soft Copy of any documents by any other means shall not be accepted by the Purchaser in any circumstances.

15.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

15.3 The List of following documents **as required** shall be scanned & uploaded on the portal as per table given below:

S. No.	Description of Documents
1.	Bid Securing
2.	Power of Attorney
3.	Constitution of legal status
4.	Declaration for anticipated change in legal structure/ownership
5.	The principal place of business
6.	The place of Incorporation or the place of registration and the nationality of the owner
7.	Technical Experience certificate issued by utility
8.	Financial Balance Sheets (for last five years)
9.	Declaration in regard to Financial re-structuring
10.	Technical GTP
11.	Type Test Report, if any
12.	Bank Certificate
13.	Manufacturer Authorization-Not Required
14.	Work Schedule (BAR Chart)
15.	Guarantee Declaration
16.	Cancelled Cheque
17.	MSE_registration certificate with Udayam
18.	MSE owned by SC/ST entrepreneurs

19.	MSE owned by women
20.	PPP-MII declaration in a Rs.100 non judicial stamp paper
21.	And soft copy of documents which are required to be attach/submit as per ITB 9.3
22.	Other Documents if any

**D. Submission of Hard Copy of Bids**

**16. Sealing and Marking of Bids**

16.1 The Bidder shall upload the soft copy of the bid as per the provisions of the GeM portal (refer para 15.1 & 15.4 above) and submit the hard copy of Integrity Pact, Power of Attorney, Joint Venture Agreement (if applicable) and Power of Attorney of Joint Venture Agreement (if applicable) and any other documents as required (refer para 15.1 above), duly marked First Envelope (Technical Bid) in the following manner.

Envelope - 1: Bid Security

Envelope - 2: Integrity Pact

Envelope - 3: Power of Attorney and any other documents as required (refer para 15.1 above).

Envelope - 4: Affidavit of Self certification regarding Minimum Local Content under PPP-MII Order and MoP Order., if applicable, Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII Order and MoP Order., if applicable.

Envelope-5: Affidavit towards 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).

16.2 The envelope shall

- (a) be addressed to the Purchaser at the address given in the **BDS**, and
- (b) bear the contract name indicated in the **BDS**, the Invitation for Bids title and number indicated in the BDS, and the statement

“Do Not Open Before [date],” to be completed with the time and date specified in the **GeM Bid**, pursuant to ITB Sub-Clause 20.1.

- 16.3 Bid Security, Power of Attorney, Integrity Pact in original shall be submitted in separate superscribed envelopes (One for Bid Security, one for POA and one for Integrity Pact) along with First Envelope (Technical Bid).

Bidder may upload Soft copy of the any other documents which they consider relevant along with First Envelope (Technical Bid).

All the envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late.”

- 16.4 If the envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

## **17. Deadline for Submission of Bids**

- 17.1 Soft copy part of the bid shall be uploaded through the GeM portal <https://gem.gov.in> at or before the submission time and date as stipulated in the GeM Bid. Hard copy of Bid Security, Integrity Pact, Power of Attorney, Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture) and other documents as per ITB 1 clause 16.1 must be received by the Purchaser at the address specified under ITB Sub-Clause 16.2 no later than the time and date stated in the **BDS**. In the event of the specified date for the submission of bids being declared a holiday for the Purchaser, the bids will be received/uploaded upto the appointed time on the next working day.

- 17.2 The Purchaser may, at its discretion, extend this deadline for submission of bids any time prior to opening of bids, in which case all rights and obligations of Purchaser and bidders will thereafter be subject to the deadline as extended.

Further the Purchaser also reserves the right to extend bid submission timeline or recall the tender if e- Procurement server is down (i.e. inaccessible / inoperative) for a prolonged period of time within the last 24 hours of the bid submission due date.

- 17.2.1 Notwithstanding above, the Purchaser may, at its discretion, extend the deadline for submission of soft part of the bids from 11:00 hrs (IST) to 15:00 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. 11:00 hrs (IST) on the last day of the aforesaid deadline. Any request received by the Purchaser thereafter i.e. beyond 11:00 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 15:00 hrs (IST) as above shall be given by the Purchaser.

The e-mail IDs for aforesaid purpose are mentioned in BDS:

**18. Late Bids**

18.1 The bidder shall not be permitted to submit the soft copy part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified in bid.

In case Hard copy part of the bid is received by the Purchaser after the deadline for submission of the same prescribed by the Purchaser in the BDS, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with the provisions of Bidding Documents. Such bids will be rejected during preliminary examination.

**19. Modification and Withdrawal of Bids**

19.1 Bidder may modify its bids through the relevant provisions on the portal <https://gem.gov.in>. The Bidder may modify or withdraw its bid after submission, provided that modification is done on the portal as well as notice is received by the Purchaser prior to the deadline prescribed for bid submission.

19.2 The Bidder's modifications shall be done through the relevant provisions of portal only.

19.3 Bidder may withdraw its bid through the relevant provisions of portal only.

19.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB

Clause 14. Withdrawal of a bid during this interval may result in the Bidder's bids in future packages being considered non-responsive, pursuant to ITB Sub-Clause 13.3.

**E. Bid Opening and Evaluation**

**20. Opening of First Envelope by Purchaser**

20.1 The Purchaser will open the Bid through GeM portal.

**21. Clarification of Bids**

21.1 During bid evaluation, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid as per provisions of the GeM portal and the bidder is required to submit/furnish the clarifications /documents within the time permitted as per the provisions of the portal, failing which the bid shall be rejected.

**22. Preliminary Examination of First Envelope**

22.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

In case of non-submission of bid in the portal (soft copy part of the bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy part in original within the stipulated deadline pursuant to ITB 17.1, its bid shall be considered as incomplete bid, which shall be summarily rejected.

Similarly, in case of non-submission of Hard copy part of the bid, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as incomplete bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened. Such bids will be rejected during preliminary examination.

22.2 The Purchaser may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 4 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clause 24.

22.3 Prior to the detailed evaluation, the Purchaser will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-4 and/or in the Bid, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to

conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation 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 Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

22.3.1 Bids containing deviations from critical provisions relating to GCC Governing Law, Terms of Payment, Performance Security, Taxes and duties, Liquidated Damages for Delay by Contractor, Guarantee & Defect Liability, Patent & Royalties, Limitation of Liability, Settlement of Disputes, Arbitration and Price Adjustment will be considered as non-responsive.

22.3.2 Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in ITB Sub-Clause 22.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:

- I. Attachment-4 : Deviations
- II. Technical Data Sheet
- III. Any other part of the bid

Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to III above), and so on.

22.4 If a bid is not substantially responsive, it will be rejected by the Purchaser, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

## **23. Qualification**

23.1 The Purchaser will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in GEM bid and also in Annexure - A (BDS) to satisfactorily perform the contract. The Purchaser shall be the sole judge in this regard and the Purchaser's interpretation of the Qualification Requirement shall be final and binding.

23.2 The determination will take into account the Bidder,s financial, technical capabilities including production capabilities, in particular the Bidder’s contract work in hand, future commitments & current litigation and past performance including fatal accidents during execution of contracts that have been awarded by the Purchaser on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the Purchaser deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Purchaser as per the provisions of Annexure -A (BDS).

23.2.1 The determination shall also take into account the assessment of Bid Capacity of a bidder before considering them for award of contract(s). Such Bid Capacity for regulating award of contract(s) on a bidder during any Financial Year (i.e. April to March) shall be subject to the condition that aggregate of the Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS)) for various packages to be considered for award [shall mean the package(s) for which award has been placed on that Bidder/ Bidder is under the zone of consideration for award of the package(s)] during such Financial Year (i.e. April to March) shall not exceed 1.5 (one and half) the Average Annual Turnover (AAT) of the Bidder worked out in the manner as specified in Qualification Requirement for the Bidder(Annexure-A(BDS)).

23.2.2 Notwithstanding the above, in case any of the event(s) as per ITB Clause 2.1 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.

For the above purpose, the bidder shall also submit a declaration in Attachment 17.

23.2.3 For Equipment/Instruments/Goods etc., the bidder/ manufacturer shall be considered to have the Manufacturing Capacity under various packages during a financial year (i.e. April to March) provided the annualized requirement of such item under the package(s) for which a bidder shall be considered for award [shall mean the package(s) for which award has been placed on that bidder/bidder is under the zone of consideration for award of the package(s)] during the said financial year does not exceed 0.67 times the annual manufacturing capacity of the bidder/ manufacturer.

The manufacturing capacity shall be based on as declared by the Power of Attorney holder and Key Managerial Person of the bidder and certified by a Chartered Engineer or similar Professional/ Professional body/Govt. Agencies in the country of the bidder/

manufacturer. However, this shall be further restricted to the balance manufacturing capacity net of the works under execution (i.e. manufacturing capacity available for further award) as declared by the bidder itself in the bid.

23.2.4 Notwithstanding the declaration by the bidder as above, the Bid Capacity/ Manufacturing Capacity shall be subject to assessment, if any, by the Purchaser.

23.2.5 The Bidder shall note that if at any stage, they have been found to resort to unethical practices inter-alia including any misrepresentation of facts, submission of false and/ or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Purchaser's tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.3

23.3 The Purchaser may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

23.4 An affirmative determination will be a prerequisite for the Purchaser to evaluate the Technical Bid and open the Second Envelope (Price offer) of the Bidder. A negative determination will result in rejection of the Bidder's bid.

23.5 For all above purposes, Purchaser shall be sole judge in this regard

#### **24. Evaluation of Techno - Commercial Part (First Envelope/Technical Bid)**

24.1 The Purchaser will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Purchaser will examine the information supplied by the bidders, pursuant to ITB Clause 9, and other requirements in the Bidding Documents, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 4 to the bid and those deviations not so identified; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet



minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

- (b) achievement of specified performance criteria by the facilities
- (c) Compliance with the time schedule specified in BDS/SCC/GeM Bid.
- (d) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services
- (e) any other relevant technical factors that the Purchaser deems necessary or prudent to take into consideration.
- (f) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
- (g) details furnished by the bidder in response to the requirements specified in GTR/Technical Specification/Scope of work of the Bidding Documents.

## **25. Opening of Second Envelope by Purchaser**

- 25.1 The Second Envelope i.e., Price Part of only those Bidders who have qualified shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 23 and 24.

Such Bidders shall be intimated through portal only about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Purchaser. A negative determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Purchaser to such Bidders through portal only and the Second Envelope submitted by them shall be sent to archive unopened.

## **26. Conversion to Single Currency**

- 26.1 This shall not be applicable as domestic firms are required to quote the prices in Indian Rupees only.

## **27. Evaluation of Second Envelope (Price Part)**

- 27.1 The Purchaser will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

- 27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Purchaser, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which „-“ is indicated) in the Price Schedules will be deemed to have been included in other item(s).

The subtotal, total price or the total bid price to be identified in Bid for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the bid submitted by the Bidder for futures packages will be considered non-responsive in line with ITB 13.3.

- 27.3 The Purchaser's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 27.4 & 27.5.

- 27.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid prices indicated in the portal (Second Envelope), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Purchaser, in the manner and to the extent indicated in ITB Sub-Clause 27.5 and in the Technical Specifications:

- (a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of First Envelope, and other deviations and omissions not so identified;

- (b) the performance of the equipment offered;

Bidder shall conform to the guaranteed performance or efficiency of the Goods in response to the Technical Specifications. Goods offered shall have minimum performance specified in Technical Specification to be considered responsive. Bids offering Goods with a performance less than the specified may be rejected.

- (c) any other relevant factors listed in **BDS**.

27.5 Pursuant to ITB Sub-Clause 27.4, the following evaluation methods will be followed:

- (a) Contractual and commercial deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. In arriving at the evaluated cost, towards deviations whether material or minor identified in the evaluation of First Envelope, the cost of withdrawal indicated by the bidder in Attachment-4 of the First Envelope will be used. If such a price is not given except for material deviation, the Purchaser will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

In those cases, where the bidder has taken a material deviation but has not indicated the cost of withdrawal, the bid shall be treated as non-responsive and shall not be considered further.

- (b) Performance Guarantees of the Equipments

For the purpose of evaluation, no adjustment to the bid price towards performance guarantees of the goods is applicable. However, the provision of Technical Specification, the Bidding Documents and Clause ITB 27.4 (b) shall prevail.

27.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders and rectified as per ITB Sub Clause 27.2 shall remain unaltered.

## 28. Purchase/ Domestic Preference

28.1 As per BDS

**29. e-Reverse Auction (e-RA)-Refer BDS**

29.1 The Purchaser reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner as indicated at GeM Portal  
For the purpose of the aforesaid, the „Indicative Estimated Cost for e-RA“ is as mentioned in BDS.

**30. Confidentiality and Contacting the Purchaser**

30.1 After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

30.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Purchaser shall be the sole judge in this regard.

**F. Award of Contract**

**31. Award Criteria**

31.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidders.

Notwithstanding above, the Purchaser may award the contract(s) to one or more Bidders whose bid has been determined to be substantially responsive, in the manner indicated in the ITB Clause 28, further provided that the Bidder(s) are determined to be qualified, as per the Qualification requirement specified in Annexure-A(BDS) to perform the Contract satisfactorily. This shall, however, be subject to assessment that may be carried out, if required, by the Purchaser as per the provisions of Annexure-A(BDS). The Purchaser shall be the sole judge in this regard.

31.2 The Purchaser may request the Bidder to withdraw any of the deviations listed in the winning bid.

At the time of Award of Contract, if so desired by the Purchaser, the bidder shall withdraw the deviations listed in Attachment 4 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and the bids submitted by such Bidder in future packages will be considered non-responsive in line with ITB 13.3.

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Purchaser.

- 31.3 The mode of contracting with the successful bidder will be as per stipulation outlined in GCC and briefly indicated below:
  - 31.3.1 Award shall be placed on lowest techno-commercially accepted bidder as per the provisions of the GeM portal.

## **32. Purchaser's Right to Accept any Bid and to Reject any or all Bids**

- 32.1 The Purchaser 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 Purchaser's action.

## **33. Notification of Award**

- 33.1 Contract shall be awarded through Provisions available in GeM.
- 33.2 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.
- 33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35.

## **34. Signing the Contract Agreement**

- 34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 34.2 The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award and the successful Bidder and the Purchaser shall sign and date the Contract Agreement immediately thereafter.

## **35. Performance Security**

- 35.1 Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidders shall furnish the performance security for 03% (Three percent) of the contract price plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the BDS and in the

form provided in SCC, Sample Forms and Procedures, of the Bidding Documents.

Alternatively, Security deposit @3% shall be deducted from the running bill of the contractor till the amount so deducted becomes 3% of the Contract Price, which shall be released after completion of Defect Liability Period.

- 35.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment of the award and the bids submitted by such Bidder in future packages shall be considered non-responsive in line with ITB 13.3, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

### **36. Fraud and Corruption**

It is the Purchaser'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 Purchaser:

- (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 Purchaser 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 Purchaser, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive Purchaser 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 Purchaser.
  - (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
  - (aa) 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
  - (bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (d) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Purchaser to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Purchaser.

---- *End of Section-II (ITB)* ----

**SECTION - III**

**BID DATA SHEETS (BDS)**



## BID DATA SHEETS (BDS)

The following bid specific data for the Services to be procured shall amend and/or supplement the provisions in the Instruction to Bidders (ITB):

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	<p><b>The Owner is:</b></p> <p>Power Grid Corporation of India Limited, Southern Region-II , Regional Head Quarter, Near RTO Driving Test Track, Singanayakanahalli, Yelahanka Hobli, Bangalore – 56064 , Karnataka</p>
2.	ITB 1.1	<p><b>The Employer is:</b></p> <p>Power Grid Corporation of India Limited, Southern Region-II , Regional Head Quarter, Near RTO Driving Test Track, Singanayakanahalli, Yelahanka Hobli, Bangalore – 56064 , Karnataka <b>Email Address:</b> <a href="mailto:ahabibullah@powergrid.in">ahabibullah@powergrid.in</a> <a href="mailto:amitverma@powergrid.in">amitverma@powergrid.in</a></p>
3.	ITB 2	<p><b>Supplementing ITB clause 2 with following:</b></p> <p>For subject package, bids from Joint Venture is not permitted.</p>
4.	ITB 2.1	<p><b>Replace ITB clause 2.1 with the following:</b></p> <p>This Invitation for Bids, issued by the Employer is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.</p> <p><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 as per ITB 17 and at the time of Notification of Award as per</b></p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p data-bbox="565 275 667 302"><b>ITB 33.</b></p> <p data-bbox="565 338 1495 512"><b>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.</b></p> <p data-bbox="565 543 927 571"><b>For the aforesaid purpose,</b></p> <p data-bbox="613 602 1495 890"><b>(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 persons 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</b></p> <p data-bbox="613 932 1495 1001"><b>(ii) “Bidder from a country which shares a land border with India” for this purpose means:</b></p> <p data-bbox="613 1043 1495 1113"><b>a. An entity incorporated, established or registered in such a country; or</b></p> <p data-bbox="613 1155 1495 1224"><b>b. A subsidiary of an entity incorporated, established or registered in such a country; or</b></p> <p data-bbox="613 1266 1495 1335"><b>c. An entity substantially controlled through entities incorporated, established or registered in such a country; or</b></p> <p data-bbox="613 1377 1495 1446"><b>d. An entity whose beneficial owner is situated in such a country; or</b></p> <p data-bbox="613 1488 1317 1516"><b>e. An Indian ( or other) agent of such an entity; or</b></p> <p data-bbox="613 1558 1409 1585"><b>f. A natural person who is a citizen of such a country; or</b></p> <p data-bbox="613 1627 1495 1696"><b>g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</b></p> <p data-bbox="565 1738 1495 1808"><b>(iii) The beneficial owner for the purpose of (ii) (d) above will be under:</b></p> <p data-bbox="613 1850 1495 1877"><b>1. In case of a company or Limited Liability Partnership, the</b></p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p data-bbox="659 275 1495 420">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</p> <p data-bbox="565 457 743 489">Explanation-</p> <ol style="list-style-type: none"> <li data-bbox="659 495 1495 604">a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company</li> <li data-bbox="659 642 1495 821">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;</li> </ol> <ol style="list-style-type: none"> <li data-bbox="610 863 1495 1041">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;</li> <li data-bbox="610 1083 1495 1297">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;</li> <li data-bbox="610 1339 1495 1444">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</li> <li data-bbox="610 1486 1495 1701">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.</li> </ol> <p data-bbox="565 1743 1495 1816">An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p data-bbox="565 1854 1495 1885">Further, the successful Bidder shall not allowed to sub-contract</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p><b>works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.</b> 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.</p> <p><b>The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format.</b></p> <p>Further, the firm has to be a <b>‘Class-I local supplier’</b> as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by <b>Department for promotion of Industry and Internal Trade (DPIIT)</b>, Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated <b>04/06/2020 (PPP-MII Order)</b> read in conjunction with <b>‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector’</b> order dated <b>28/07/2020 and 17/09/2020</b> issued by Ministry of Power (<b>MoP Order</b>) and subsequent modifications/amendments if any</p> <p>Firms who are not <b>‘Class-I local supplier’</b> shall not be eligible to bid.</p> <p><b>Presently, the local content requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%.</b></p> <p>The <b>‘Class-I local supplier’</b> 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 <b>‘Class -I local supplier’</b> and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the <b>‘Class-I local supplier’</b> 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. Further, in case price reduction during e-RA, the <b>‘Class -I local supplier’</b> shall ensure that the item offered meets the Local Content requirement considering the revised prices.</p> <p>Further, entities of countries which have been identified by the Nodal</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details																					
		<p>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.</p> <p><b>Firms, 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:</b></p> <table border="1" data-bbox="578 856 1482 1856"> <thead> <tr> <th data-bbox="578 856 662 1041">Sr. No.</th> <th data-bbox="662 856 1187 1041">Event</th> <th data-bbox="1187 856 1482 1041">Period for which bid(s) shall be considered as non-responsive/ not eligible</th> </tr> </thead> <tbody> <tr> <td data-bbox="578 1041 662 1115">1.</td> <td data-bbox="662 1041 1187 1115">Termination of Contract due to Contractor's default</td> <td data-bbox="1187 1041 1482 1115">1 year</td> </tr> <tr> <td data-bbox="578 1115 662 1188">2.</td> <td data-bbox="662 1115 1187 1188">Encashment of CPG due to non-performance</td> <td data-bbox="1187 1115 1482 1188">1 year</td> </tr> <tr> <td data-bbox="578 1188 662 1262">3.</td> <td data-bbox="662 1188 1187 1262">Repeated failure of major Equipment while in service</td> <td data-bbox="1187 1188 1482 1262">1 year</td> </tr> <tr> <td data-bbox="578 1262 662 1409">4.</td> <td data-bbox="662 1262 1187 1409">Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</td> <td data-bbox="1187 1262 1482 1409">1 year</td> </tr> <tr> <td data-bbox="578 1409 662 1671">5.</td> <td data-bbox="662 1409 1187 1671">More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor</td> <td data-bbox="1187 1409 1482 1671">1 year</td> </tr> <tr> <td data-bbox="578 1671 662 1856">6.</td> <td data-bbox="662 1671 1187 1856">Firm has been referred to NCLT under Insolvency &amp; Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)</td> <td data-bbox="1187 1671 1482 1856">Till the firm comes out of Resolution process</td> </tr> </tbody> </table> <p data-bbox="565 1856 1482 1892">*For the purpose of working out 50% of the Contract, following shall be</p>	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.	Repeated failure of major Equipment while in service	1 year	4.	Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract	1 year	5.	More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	1 year	6.	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
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Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p><i>taken into account:</i></p> <p>(a) <i>Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</i></p> <p>(b) <i>Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.</i></p> <p><b>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.</b></p>
5.	ITB 6.1	<p>Address of the POWERGRID:</p> <p>Power Grid Corporation of India Limited, Southern Region-II , Regional Head Quarter, Near RTO Driving Test Track, Singanayakanahalli, Yelahanka Hobli, Bangalore - 56064</p> <p><b>Kind Attn.:</b> Sr.DGM (C&amp;M)/Sr. GM (C&amp;M) <b>Telephone Nos.:</b> +91- 80-23093861 <b>Mobile:</b> +91 9445021014/ +91 9449599044 <b>Email Address:</b> <a href="mailto:ahabibullah@powergrid.in">ahabibullah@powergrid.in</a> <a href="mailto:amitverma@powergrid.in">amitverma@powergrid.in</a></p>
6.	ITB Clause 9.2	<p><b>Add new clause 9.2(e)</b></p> <p>(e) Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) 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, if applicable, duly signed and stamped on each page, in line with <b>PPP-MII Order and MoP Order</b>.</p>
7.	ITB 11	<p>Supplement ITB clause 11</p> <p>The prices quoted by the Bidder shall remain <b>FIRM and FIXED</b> during the currency of Contract.</p>
8.	ITB 13	<p>Supplement ITB clause 13</p> <p>Alternatively, Amount towards Bid Security can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY - <a href="https://epay.powergrid.in">https://epay.powergrid.in</a>, a link of which is provided on the POWERGRID website <a href="http://www.powergrid.in">www.powergrid.in</a>. While making such online payment, the bidder shall choose</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details										
		<p>Segment as "Suppliers" and fill in details as follows:</p> <table border="1" data-bbox="565 352 1507 787"> <tr> <td data-bbox="565 352 894 394">Payment Category</td> <td data-bbox="894 352 1507 394">Tender fee</td> </tr> <tr> <td data-bbox="565 394 894 436">Sub-category</td> <td data-bbox="894 394 1507 436">Tender fee payment-CC#</td> </tr> <tr> <td data-bbox="565 436 894 590">Name of Depositor</td> <td data-bbox="894 436 1507 590">Name of the Bidder (<i>name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i>)</td> </tr> <tr> <td data-bbox="565 590 894 709">Vendor Code, if applicable</td> <td data-bbox="894 590 1507 709">POWERGRID vendor code of the bidder, if existing (<i>vendor code of the Sole bidder or the lead partner of the Joint Venture</i>)</td> </tr> <tr> <td data-bbox="565 709 894 787">Payment Remarks</td> <td data-bbox="894 709 1507 787">Tender fee for ..... [<i>enter the name of the package</i> ]</td> </tr> </table> <p>The copy of 'Online Payment Acknowledgement - Suppliers' generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.</p> <p>Bidder's failure to submit Bid Security (in Original) or in the form of an acceptable Demand Draft along with the bid or Documentary evidence in support of exemption of Bid Security or Online Payment Acknowledgement towards Bid Security through POWERGRID ONLINE PAYMENT UTILITY shall lead to outright rejection of the Bid.</p> <p>The Amount towards the cost of Bid Security shall be ₹6,52,401/-</p>	Payment Category	Tender fee	Sub-category	Tender fee payment-CC#	Name of Depositor	Name of the Bidder ( <i>name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids</i> )	Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing ( <i>vendor code of the Sole bidder or the lead partner of the Joint Venture</i> )	Payment Remarks	Tender fee for ..... [ <i>enter the name of the package</i> ]
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Payment Remarks	Tender fee for ..... [ <i>enter the name of the package</i> ]											
9.	ITB 24.1(c)	<p>The duration of contract shall be <b>11 (Eleven) months</b> from the date of Notification of Award. <b>In case of delay in supply beyond the delivery schedule specified above, POWERGRID shall recover Liquidated Damages as applicable.</b></p>										
10.	ITB 28.1	<p><b>Replace ITB clause 28.1 with following:</b></p> <p><b><u>Preference for procurement of Goods /Services from Micro and Small Enterprises (MSEs) under the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order 2018 and any subsequent modifications/Amendments, if any</u></b></p> <p>In line with the aforesaid orders, purchase preference shall be given to</p>										

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>MSEs as follows:</p> <p>For the purpose of purchase preference,</p> <p>'MSE' means Micro and Small Enterprises (MSEs) as per Public Procurement Policy of GoI for MSEs, <b>Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises, registered with Udyam Registration Portal</b> as specified by Ministry of Micro, Small and Medium Enterprises</p> <p>The lowest evaluated bid before e-Reverse auction (e-RA) shall be denoted as X1, second lowest evaluated bid as X2, and so on. The lowest evaluated bid after e-RA shall be denoted as L1, second lowest evaluated bid as L2 and so on. In cases where e-RA is not conducted, L1=X1=lowest evaluated bid, L2=X2= second lowest evaluated bid, and so on.</p> <p><b>Note #1 Purchase preference to MSE</b></p> <p>(i) In case of MSE bidder(s) not meeting the MAAT and LA requirements of the financial position criteria of QR *[ i.e.1.1(b) and 1.1(c) of Annexure-A (BDS)], the lowest MSE bidder shall be considered for award of contract upto 25% of package value under the MSE category at its own evaluated price, provided its price is lower than the L1 bidder's price and subject to allocation of earmarked quantities to SC/ST and /or women owned MSEs. If 25% of package value cannot be awarded to such MSE bidder due to manufacturing capacity constraint, then next lowest MSE bidder, whose price is below the L1 bidder's price, shall be considered for award and so on until the 25% of the package value is awarded on such MSE bidders whose prices are lower than the L1 bidder's price. Such MSE bidders shall not be considered for participation in e-RA.</p> <p>ii) In case total 25% package award value cannot be awarded on such MSE(s) bidders, then the remaining package value out of 25% package value shall be considered for award to those MSE bidders whose prices are within (+) 15% of X2 bidder's price subject to matching L1 price as per the procedure in para (iii) below:</p> <p>iii)a) All MSE bidder(s), whose Evaluated Bid Price as per ITB Sub Clause 27.6 prior to e-RA is within the range of +15% of the X2 shall be eligible for an opportunity to match L1 Price. If more than one MSE bidders agree to match the L1 price, they will be considered</p>



Sl. No.	ITB Clause Ref. No.	Bid Data Details
		<p>for award of upto 25% (collectively) of the package award value and, for the purpose of award of contract, the same shall be equally divided amongst the MSE bidders who have agreed to match the L1 bidder. In case any one or more MSE bidders has/have manufacturing capacity constraint for award as per above equal division, they shall be considered for award value limited to their manufacturing capacity.</p> <p>iv) Further, if any of the eligible MSE bidder is owned by Scheduled Caste/Scheduled Tribe or women and agrees to match the L1 bidder, then 4% and 3% of the package award value shall be earmarked for such MSE bidders owned by SC/ST and women respectively, subject to manufacturing capacity. If there are no eligible MSE bidder owned by SC/ST and/or women agreeing to match the L1 bidder, the percentage earmarked for these categories shall be awarded on other eligible MSE bidders.</p> <p>v) The firms, who are under the category of Micro and Small Enterprises (MSEs) as per Public Procurement Policy of GoI for MSEs, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises, shall submit Udyam Registration Certificate with regard to registration on Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises. Further, firms, who are under the category of MSEs owned by SC/ST or MSEs owned by women, shall submit documentary evidence in support of the same.</p> <p>vi) Bidder has to apply as per its applicability for the Micro and Small Enterprises (MSEs) /MII during Bid creation in GeM. MSE Bidder must ensure they apply for MSE preference in GEM during Bid Creation, else GeM portal shall not allow the Bidder to get Purchase Preference.</p>
11.	ITB 28.2	<p><b>Add a new Sub Clause ITB 28.2 as under:</b></p> <p>domestic purchase preference as per the provision of GeM</p>
12.	ITB 29	<p><b>Replacing ITB clause 29</b></p> <p>29.1 The Employer reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price as per provision of GeM</p>

----- End of Section-III (BDS) --

## **QUALIFICATION REQUIREMENT OF THE BIDDER**

### **Supply & Retrofitting of LBB relays at various Substations of SR-II**

#### **General:**

Qualification of a bidder will be based on meeting the minimum criteria specified below regarding the bidder's technical and financial position as demonstrated by the bidder's responses in the corresponding Bid Schedules. The bid can be submitted by an individual firm meeting the Qualifying Requirement (QR).

The Employer may assess the capacity and capability of the bidder in Qualification Stage, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment shall include (i) Document verification, (ii) Visit to manufacturing plant of the bidder, (iii) Details of works executed, works in hand, anticipated in future & balance capacity available for the present scope of work, (iv) Details of plant and machinery, manufacturing/testing facilities, safety equipment, manpower and financial resources, (v) Details of quality system in place, (vi) past experience and performance, (vii) Customer feedback, (viii) Visit to customer's premises to verify the performance of similar product, (ix) Banker's feedback etc.

POWERGRID reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

#### **1.0 Technical Requirement:**

##### **1.1. Technical Experience**

- a) The Bidder must have designed, manufactured, tested, installed and commissioned the offered numerical relays which must have been in satisfactory operation# on 400kV or above Voltage level in power sector units / reputed private power utilities for at least two year as on the date of bid opening, within preceding 7 years. Documentary evidence in this regard to be enclosed in the form of satisfactory performance certificates
- b) The Bidder must have established after sales service, repair, testing facilities for Control, Relay & Protection System in India.

In case bidder is a holding company, the technical experience referred 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, the technical experience referred above shall be of that subsidiary company only (i.e.

excluding its holding company).

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

## 1.2 Financial Position

For the purpose of this particular bid, bidders shall meet the following criterion:

Minimum Average Annual Turnover@ (MAAT) for best three years i.e. 36 months out of last five financial years of the bidder should be: ₹ 4,89,30,051/-  
@ Annual Gross Revenue from operations/Gross operating income as incorporated in the profit & loss account excluding Other Income.

In case bidder is a holding company, the financial position criteria referred to in clause 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, the financial position criteria referred above shall be of that subsidiary company only (i.e. excluding its holding company).

Note-3: Relaxation for Start-Ups<sup>^</sup>/ MSEs for Financial Position

Start-Ups<sup>^</sup>/ MSEs shall also be considered qualified if they meet Eighty (80) % of the requirements specified at Para b) & c) above in Financial Position.

<sup>^</sup> Start-Ups as defined by DPIIT, applicable as on the originally scheduled date of bid opening.

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**SECTION - V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

## SPECIAL CONDITIONS OF CONTRACT (SCC)

**The following bid specific data for the Goods/Services to be procured shall amend and/or supplement the provisions in the General Conditions of Contract (GCC).**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
1.	General	In case of any ambiguity or conflict, General Conditions of Contract read in conjunction with Special Conditions of Contract shall have precedence over General Terms & Condition stipulated in GeM.
2.	GCC 1.1(o) & 1.1(w)	<p><b>Supplementing Sub-Clause GCC 1.1(v)</b></p> <p>The Owner/Employer/Purchaser is:</p> <p>Power Grid Corporation of India Limited, Southern Region-II , Regional Head Quarter, Near RTO Driving Test Track, Singanayakanahalli, Yelahanka Hobli, Bangalore - 56064</p> <p><b>Kind Attn.:</b> Sr. DGM (C&amp;M)/Sr. GM (C&amp;M) <b>Telephone Nos.:</b> +91- 80-23093861 <b>Mobile:</b> +91 9445021014/ +91 9449599044</p> <p><b>Email Address:</b> <a href="mailto:ahabibullah@powergrid.in">ahabibullah@powergrid.in</a> <a href="mailto:amitverma@powergrid.in">amitverma@powergrid.in</a></p>
3.	GCC 2.1.1	<p><b>Replacing Clause GCC 2.1.1 with the following:</b></p> <p>The Contract to be entered into with the successful Bidder. The following documents shall constitute the Contract and shall be read and construed as an integral part of the Contract:</p> <ol style="list-style-type: none"> <li>1. GeM generated Purchase Order/Contract Agreement</li> <li>2. GeM Bid Document comprising of the following: <ul style="list-style-type: none"> <li>(a) Technical Specifications and Detailed Scope of work.</li> <li>(b) Special conditions of Contract</li> <li>(c) General Condition of Contract</li> <li>(d) GeM ATC &amp; GTC</li> </ul> </li> </ol>
4.	GCC 2.14	<p><b>Governing Law &amp; its Jurisdiction</b></p> <p>The Contract shall be governed by and interpreted in accordance with laws of Union of India and the Courts of Bangalore shall have exclusive jurisdiction in all matters arising under this Contract</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
5.	GCC 3.6	<p><b>Add new GCC clause 3.6</b></p> <p>The work shall be strictly carried out as per POWERGRID's Technical Specifications for the subject package &amp; as per terms &amp; conditions mentioned in the bidding documents inter-alia including construction drawings provided by POWERGRID, if any, to the successful Bidder.</p> <p>The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law against all perils and the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.</p> <p>The perils required to be covered under the insurance shall include all risks, but not limited to fire and allied risks, miscellaneous accidents, workmen compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotions, weather conditions, accidents of all kinds etc. The Contractor shall be responsible for the safety and security of employees of the Contractor and his sub-contractors throughout execution of the works. All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in the Contract Price.</p> <p>Materials and components not specifically stated in the various documents forming part of the Contract but which are necessary for completion of works shall be deemed to be included in the scope. All such materials and components shall be arranged and transported by the Contractor at his cost and expense.</p>
6.	GCC 4.1	<p><b>Replace the para with the following:</b></p> <p>4. Time for Commencement and Completion</p> <p><b>41 Time for Completion is the essence of Contract.</b> The Contractor shall commence work on the Facilities from the Effective Date of Contract and without prejudice to GCC Sub-Clause 21.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the corresponding Appendix - 4 (Time Schedule) to the Contract Agreement.</p> <p><b>42</b> The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated under Time for Completion or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
7.	GCC 5.7	<p><b>Insert a new clause GCC 5.7 as follows:</b></p> <p>Vide Notification dated 8th May 2017 its revision dated 29<sup>th</sup> May 2019 by Ministry of Steel has published “ Policy for providing preference to Domestically Manufactured Iron &amp; Steel Products in Government Procurement”. The Contractor shall comply with the guidelines specified in the policy including subsequent amendments/ modifications, if any. Accordingly, the Contractor shall be required to provide a value- addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the Domestic Manufacturer, that the claims of value-addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the respective executing Region of POWERGRID and shall continue to be filed till the completion of supply of the said products.</p> <p>Further, if the Domestic manufacturer from whom the Contractor had proposed to source the Iron &amp; Steel products is changed during execution of the Contract, the Contractor shall furnish (i) authorization certificate, if applicable, (ii) affidavit of self-certification and (iii) value- addition certificate from the new Domestic manufacturer.</p> <p>Violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the Integrity Pact.</p>
8.	GCC 9.2	Stands deleted as Advance is not admissible under the subject package
9.	GCC 9.3.1	<p><b>Replace Sub-Clause GCC 9.3.1</b></p> <p>The Contractor shall, within twenty-eight (28) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to Three percent (03%) of the Contract Price, with a validity upto ninety (90) days beyond the Defect Liability Period. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.</p> <p>Apart from the Contractor’s performance security, the Contractor shall be required to arrange additional performance securities, as specified in SCC, within twenty-eight (28) days of the notification of award in favour of the Employer in the form acceptable to the Employer.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC										
10.	GCC 9.3.2	<p><b>Replace the existing provision with the following:</b></p> <p>The performance security shall, at the contractor’s option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer as stipulated in SCC or in the Form of unconditional Bank Guarantee attached hereto in the Section VI - Sample Forms and Procedures.</p> <p>Alternatively, if performance security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- <a href="https://epay.powergrid.in">https://epay.powergrid.in</a>, a link of which is provided on the POWERGRID website <a href="http://www.powergrid.in">www.powergrid.in</a>. While making online payment towards performance security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:</p> <table border="1" data-bbox="620 734 1501 1124"> <tr> <td data-bbox="620 734 938 775"><b>Payment Category</b></td> <td data-bbox="941 734 1501 775"><b>Performance Security</b></td> </tr> <tr> <td data-bbox="620 779 938 851"><b>Sub-category</b></td> <td data-bbox="941 779 1501 851"><b>Performance Security Payment-SR-II</b></td> </tr> <tr> <td data-bbox="620 855 938 891"><b>Name of Depositor</b></td> <td data-bbox="941 855 1501 891"><b>Name of the Contractor</b></td> </tr> <tr> <td data-bbox="620 896 938 967"><b>Vendor Code, if applicable</b></td> <td data-bbox="941 896 1501 967"><b>POWERGRID vendor code of the Contractor</b></td> </tr> <tr> <td data-bbox="620 972 938 1124"><b>Payment Remarks</b></td> <td data-bbox="941 972 1501 1124"><b>Performance Security for Supply and retrofitting of Numerical LBB relays at various substation of SR-II</b></td> </tr> </table> <p>The copy of ‘Online Payment Acknowledgement - Suppliers’ generated subsequent to the payment shall be submitted by the Contractor. The online payment facility shall be for payment in Indian Rupees only.</p> <p>No interest shall be payable by the Employer/Owner on the Performance Security.</p>	<b>Payment Category</b>	<b>Performance Security</b>	<b>Sub-category</b>	<b>Performance Security Payment-SR-II</b>	<b>Name of Depositor</b>	<b>Name of the Contractor</b>	<b>Vendor Code, if applicable</b>	<b>POWERGRID vendor code of the Contractor</b>	<b>Payment Remarks</b>	<b>Performance Security for Supply and retrofitting of Numerical LBB relays at various substation of SR-II</b>
<b>Payment Category</b>	<b>Performance Security</b>											
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<b>Payment Remarks</b>	<b>Performance Security for Supply and retrofitting of Numerical LBB relays at various substation of SR-II</b>											
11.	GCC 9.3.3	<p><b>Replace the existing provision with the following:</b></p> <p>Reduction in the security pro rata to the Contract Price of any part of the Facilities is not admissible. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 22.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor pursuant to GCC Sub-Clause 22, is liable for an extended warranty obligation, the performance security shall be reduced to Three percent (3%) of the value of the component covered by the extended warranty.</p>										



Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
12.	GCC 9.3.5	<p><b>Add the new GCC sub-clause 9.3.5 as per following:</b></p> <p>During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.</p>
13.	GCC 9.3.6	<p><b>Add new sub Clause GCC 9.3.6</b></p> <p>During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.</p>
14.	GCC 9.4	<p><b>Supplementing GCC Clause 9.4 with the following Issuing Banks</b></p> <p>The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either:</p> <p>(a) by a Public Sector Bank located in India, or</p> <p>(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or</p> <p>(c) by a foreign bank or a 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 a 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 <b>as per para (b) above.</b></p> <p>The contractor has the option to submit BG (towards Advance Payment Security and Performance Security) using SFMS Platform.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC									
		<p>The Account details of POWERGRID for the purpose of Bank Guarantee (towards Advance Payment Security and Performance Security) to be issued using SFMS Platform are as given below:</p> <table border="1" data-bbox="584 488 1509 981"> <thead> <tr> <th data-bbox="584 488 991 566">Name of the Bank and Address</th> <th data-bbox="991 488 1241 566">IFSC Code</th> <th data-bbox="1241 488 1509 566">POWERGRID Current A/c No.</th> </tr> </thead> <tbody> <tr> <td data-bbox="584 566 991 797">State Bank of India, 4<sup>th</sup> &amp; 5<sup>th</sup> Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001</td> <td data-bbox="991 566 1241 797">SBIN0017313</td> <td data-bbox="1241 566 1509 797">10813608670</td> </tr> <tr> <td data-bbox="584 797 991 981">ICICI Bank, Unit No. 01, Solitaire Plaza, DLF Phase III, M.G. Road, Gurugram</td> <td data-bbox="991 797 1241 981">ICIC0002451</td> <td data-bbox="1241 797 1509 981">000705002702</td> </tr> </tbody> </table> <p><i>Note: Any one of the above account details can be used for the issuance of Bank Guarantee using SFMS Platform.</i></p> <p>In case of Bank Guarantee (towards Advance Payment Security and Performance Security) verification through SFMS facility of ICICI Bank, the applicant has to provide a unique identifier of POWERGRID to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERGRID is PGCIL50948846.</p> <p>In addition to the above, the Bank Guarantee (towards Advance Payment Security and Performance Security) should be submitted in the Physical form as specified in GCC Clause 9.</p>	Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.	State Bank of India, 4 <sup>th</sup> & 5 <sup>th</sup> Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001	SBIN0017313	10813608670	ICICI Bank, Unit No. 01, Solitaire Plaza, DLF Phase III, M.G. Road, Gurugram	ICIC0002451	000705002702
Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.									
State Bank of India, 4 <sup>th</sup> & 5 <sup>th</sup> Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001	SBIN0017313	10813608670									
ICICI Bank, Unit No. 01, Solitaire Plaza, DLF Phase III, M.G. Road, Gurugram	ICIC0002451	000705002702									
15.	GCC 10.7	<p><b>Supplement GCC Clause 10.7 with the following:</b></p> <p>All charges on account of GST on materials obtained for the works from any source shall be borne by the Contractor. The liability of the Employer shall be limited to reimbursement of GST on the supply of services made by the Contractor. The Input Tax Credit (ITC) available, if any, under GST as per the relevant Government laws wherever applicable has, however, been taken into account by the Contractor.</p>									

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
16.	GCC 16.3	<p><b>Supplementing GCC Clause 16.3 with the following</b></p> <p>APPROVAL OF DRAWINGS &amp; DATA SHEETS</p> <p>All Drawings/Data sheets/type test reports &amp; other items of BOQ are required to be approved by concerned authority of POWERGRID SR-II Regional Office before commencing the manufacturing and shall be submitted within 15 days from the date of Purchase Order / Notification of Award for approval.</p>
17.	GCC 17.4.3	<p><b>Addition new Sub-Clause GCC 17.4.3</b></p> <p>17.4.3 Material Acceptance Certificate</p> <p>As soon as the delivery of Plant and Equipment, in the opinion of the Contractor, has been completed as specified in the Technical Specifications, the Contractor shall so notify the Employer in writing along with the Undertaking for quality and performance of such Plant and Equipment. The Employer after inspection/physical verification shall notify the Contractor of defects and/or deficiencies, if any. The Contractor shall repair, replace or make good of any defect or of any damage or deficiencies and shall so notify the Employer in writing. The Employer after inspection/physical verification/ repair (as required)/ replacement (as required) shall issue to the Contractor a Material Acceptance Certificate in the form of Materials Receipt Certificate (MRC) verifying the date on which the supply of Plant and Equipment have been completed and accepted. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.</p>
18.	GCC 18.1.3	<p><b>Replace GCC 18.1.3 (a) with following:</b></p> <p>(a) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. <b>Labour having “Recognition of Prior Learning” (RPL) Certification (under Pradhan Mantri Kaushal Vikas Yojana (PMKVY)) can also be employed by the Contractor.</b> The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC &amp; ST persons, that has the necessary skills.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
19.	GCC 18.3.1.4 (a)	<p><b>Replace GCC 18.3.1.4 (a) with the following:</b></p> <p>(a) Employee’s Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.</p>						
20.	GCC 18.3.3.28	<p><b>Replace GCC 18.3.3.28 with the following:</b></p> <p><b>The Contractor shall also submit ‘Safety Plan’</b> as per proforma specified in Section – Sample Forms and Procedures of the Bidding Documents along with all the requisite documents mentioned therein and as per check-list contained therein to the Engineer In-Charge for its approval <b>within 30 days of Notification of award.</b></p>						
21.	GCC 18.3.3.29	<p><b>Add new clause GCC 18.3.3.29:</b></p> <p>Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Contractor.</p>						
22.	GCC 19.1	<p><b>Supplementing Sub-Clause GCC 19.1</b></p> <p>The various field and laboratory tests involved as per the Quality Plan/ Technical Specifications/ directions of Engineer-in-charge are to be carried out by the successful Bidder (contractor) at his own cost and no additional payment shall be considered on this account. The Bidders should take into account this aspect while submitting their offers.</p>						
23.	GCC 21	<p><b>Replacing the Clause GCC 21 with “Annexure to GCC” as enclosed</b>  <b>Supplementing the Clause GCC 21.1 with the following:</b>  Time for Completion:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Activities</th> <th>Duration in months from the effective date of NOA</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td><b>Supply and retrofitting of Numerical LBB relays at various substation of SR-II</b></td> <td><b>11 months (Eleven Months)</b></td> </tr> </tbody> </table>	Sl. No.	Activities	Duration in months from the effective date of NOA	1.	<b>Supply and retrofitting of Numerical LBB relays at various substation of SR-II</b>	<b>11 months (Eleven Months)</b>
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Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
24	GCC 22.2	<p><b>Supplementing Clause GCC 22.2</b></p> <p>Defect Liability Period shall be 01 (One) year from successful commissioning or 18 (Eighteen) Months from the date of supply whichever is earlier</p>
25	GCC 33.2.3	<p><b>Supplementing Clause GCC 33.2.3</b></p> <p>During the execution of the contract, POWERGRID reserves the right to increase or decrease the quantities of the items under the contract but without any change in the base unit price identified in the contract, and other terms &amp; conditions. However, the total variation shall be limited to +/- 25% of the contract price. In case quantity is increased, the rate applicable for nearest sub-station and within the same State shall be considered as applicable to the items being procured under quantity variation.</p>
26.	GCC 39.4	<p><b>Replace GCC 39.4 with the following:</b></p> <p>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 Bangalore.</p>
27.	GCC 39.6	<p><b>Replace the existing Provision GCC 39.6 as below:</b></p> <p><del>396</del> Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute or difference 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. The decision through AMRCD will be final and binding on all the concerned.</p> <p><del>397</del> During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.</p>

28	General	<p><b>APPROVAL OF MQP/ITP/FAT:</b></p> <p>Bidders meeting Qualifying Requirements of subject package shall have valid Manufacturing Quality Plan (MQP) approved by POWERGRID and the equipment indented to be supplied for the subject package shall be from the approved works/plant.</p> <p>In case of non-availability of valid MQP, the works/plant of the bidder shall be assessed by POWERGRID before opening of price bid. In this regard, the short-listed bidders who meets the QR requirement of the subject package shall be intimated to submit their request along with necessary documents required for assessment of their plant by POWERGRID. The bidder shall submit the same within 15 days from the date of intimation for review. Approval of POWERGRID shall be based on the verification of the documents submitted and/or after the physical assessment of the works as the case may be. The physical assessment conducted by POWERGRID shall be on chargeable basis, if any.</p> <p>Bidder shall extend necessary co-operation to complete the assessment by POWERGRID within 60 days from the date of intimation for assessment. However bidder's non-cooperation/failure to provide the requisite documents to enable and complete the assessment procedure in time shall lead to rejection of their bids.</p> <p>Price Bids of bidders shall be opened upon successful assessment of plant/works only. Bid of the bidders who failed to comply the assessment shall be rejected.</p> <p>Approval of plant/work shall be valid for subject package only.</p>
29	General	<p><b>TYPE TESTS REPORTS</b></p> <p>The bidder(s) shall have all the type test reports (valid) as per the relevant standards and POWERGRID technical specification for numerical relays and applicable bought out items as on date of bid opening. All the type test reports are to be approved by POWERGRID before start of supply and installation. If any of the Type Test Report is not valid or not conducted, same is to be conducted by the successful bidder at free of cost without affecting the Supply &amp; Work schedule of the contract.</p> <p><b>ROUTINE TESTS &amp; INSPECTION</b></p> <p>Inspection of the relays shall be as per the relevant clause of GTR and latest POWERGRID standard MQP documents. The inspection shall be carried out by any of the POWERGRID representative. Necessary CIP/MICC shall be obtained from POWERGRID before dispatch of the materials.</p>

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30.	General	<p><b>Risk and Cost</b>  During the period of construction and also during defect liability period, if the contractor fails to rectify any defect pointed out to him, the same shall be got done by POWERGRID at the risk and cost of contractor and recovered from the Contract Performance Guarantee or any other amount payable to the Contractor.</p>
31	General	<p><b>AFTER SALE SERVICES</b>  The supplier should have after sale services in India. The bidder should provide proof against this</p>
32	Consignee Locations	<p><b>Appendix to SCC</b></p>

----- End of Section-V (SCC) -----

## **SECTION - IV**

# **GENERAL CONDITIONS OF CONTRACT (GCC)**



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## GENERAL CONDITIONS OF CONTRACT (GCC)

### **Preamble**

This Section (Section -IV) of the Bidding Documents [named as General Conditions of Contract (GCC)] provides all the rights and obligations of the parties under the Contract. This Section contains provisions that are to be used unchanged unless Section - V [named as Special Conditions of Contract (SCC)] states otherwise as any changes in GCC or any complementary information that may be needed has been shown in SCC. If there is a conflict between the provisions of Section - IV & Section - V, the provisions of Section - V shall prevail.

## **A. Definitions and Interpretation**

### **1. Definitions**

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Arbitrator” means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to GCC Sub-Clause 39.1 (Arbitration) hereof.
- (b) “Associate” means a party who has been conjoined by the Contractor to independently execute a pre-selected part of facilities of the contract and grant him the associated contractual rights and obligations, without diluting the overall responsibility of the contractor in respect of the Facilities under the contract.
- (c) “Collaborator” or “Parent Company” means the firms/corporations who has provided technological support to the manufacturer for establishing production line for the specific Equipment.
- (d) “Commissioning” means operation of the Facilities or any part thereof, if any, as per GCC Sub-Clause 1.1(e) by the Contractor as specified in the Technical Specifications, which operation is to be carried out by the Contractor as provided in GCC Sub-Clause 20.1.3 (Commissioning), for the purpose of Trial - Operation (GCC Sub-Clause 20.1.4).
- (e) “Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally and put in a tight and clean condition and that all works in respect of pre-commissioning of the Facilities (or a specific part thereof where specific parts are specified in the SCC) has been completed (wherever required, as per Technical Specifications) and Commissioning followed by Trail - Operation has been completed, as provided in GCC Sub-Clause 20.1 (Completion of Facilities) hereof.
- (f) “Contract” means the Contract Agreement entered into between the Employer and the Contractor together with the Contract Documents referred to therein.

- (g) "Contract Documents" means the documents listed in Clause 1.1 of Article 1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).
- (h) "Contract Price" means the sum specified in Clause 2.1 of Article 2 (Contract Price) of the Contract Agreement, subject to such additions or deductions therefrom, as may be made pursuant to the Contract. For the purpose of Liquidated Damages and Contract Performance Guarantee, the "Contract Price" means the sum specified in Clause 2.1 of Article 2 (Contract Price) of the Contract Agreement.
- (i) "Contractor" 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.
- (j) "Contractor's Equipment" means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- (k) "Contractor's Representative" means any person nominated by the Contractor and approved by the Employer in the manner provided in GCC Sub-Clause 13.2 (Contractor's Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.
- (l) "Day" means calendar day of the Gregorian Calendar.
- (m) "Defect Liability Period" means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, if any, as per GCC Sub-Clause 1.1(e), during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 22 (Defect Liability) hereof.
- (n) "Effective Date" means the date of Notification of Award from which the Time for Completion shall be determined.
- (o) "Employer" means the firm/corporation/ government entity, named in the SCC, who is responsible for getting the Facilities implemented. The Employer may be Owner himself or an

agency appointed by the Owner and shall include the legal successors or permitted assigns of the Employer.

- (p) "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.
- (q) "GCC" means the General Conditions of Contract hereof.
- (r) "Guarantee Test(s)" means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of GCC Sub-Clause 20.2.1 (Guarantee Test) hereof during/after successful Commissioning followed by Trial - Operation.
- (s) "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, precommissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.
- (t) "Month" means calendar month of the Gregorian Calendar.
- (u) "Notification of Award" means the official notice issued by the Employer notifying the Contractor that his bid has been accepted.
- (v) "Operational Acceptance" means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Sub-Clause 20.2.2 (Operational Acceptance) hereof after successful Commissioning followed by Trial - Operation.
- (w) "Owner" means the firm/corporation/government entity, named in the SCC, who has decided to set up the Facilities and

shall include the legal successors or permitted assigns of the Owner.

- (x) "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 under GCC Sub-Clause 3.3 hereof), but does not include Contractor's Equipment.
- (y) "Precommissioning" means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning as provided in GCC Sub-Clause 20.1.2 (Pre-Commissioning) hereof.
- (z) "Project Manager" means the person appointed by the Employer in the manner provided in GCC Sub-Clause 13.1 hereof to perform the duties delegated by the Employer.
- (aa) "SCC" means the Special Conditions of Contract.
- (bb) "Site" means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- (cc) "Subcontractor"/"vendor"/"sub-vendor" means firms/corporations/government entities to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor with the consent of the Employer in writing, and includes its legal successors or permitted assigns.
- (dd) "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, as provided in GCC Sub-Clause 20.1.5.
- (ee) "Time for Completion" means the time within which Completion of the Facilities is to be attained in accordance with the specifications, as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed in the SCC) and "Taking Over" by the Employer is to be attained.

## 2. Interpretation

### 2.1 Contract

2.1.1 The Contracts to be entered into with the successful Bidder shall be as under:

- (i) First Contract: For Ex works supply of all equipments and materials including mandatory spares and Type Test to be conducted (whether in India or abroad) (*Supply of Goods Contract*)
- (ii) Second Contract: For providing all services i.e. inland transportation for delivery at site, In-transit insurance, unloading, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipments supplied under the "First Contract", Training to be imparted (whether in India or abroad) and any other services specified in the Contract Documents (*Supply of Services Contract*).

2.1.2 The award of two separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the facilities as per Specification and a breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and the cost of the Contractor.

2.1.3 The Contract will be signed in two originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer.

2.1.4 The Contractor shall provide free of cost to the Employer all the engineering data, drawing and descriptive materials submitted with the bid, in at least two (2) copies to form a part of the Contract immediately after Notification of Award.

### 2.2 Contract Documents

All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory, subject to Article 1.2 (Order of Precedence) of the Contract Agreement. The Contract shall be read as a whole.



### 2.3 Language

The ruling language of the Contract and the language for communications shall be English.

### 2.4 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

### 2.5 Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

### 2.6 Entire Agreement

Subject to GCC Sub-Clause 12.4 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

### 2.7 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

### 2.8 Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship

between any such employees, representatives or Subcontractors and the Employer.

## 2.9 Joint Venture

If the Contractor is a joint venture of two or more firms, all such firms shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior written consent of the Employer.

## 2.10 Non-Waiver

2.10.1 Subject to GCC Sub-Clause 2.10.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

2.10.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

## 2.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 2.12 Country of Origin

"Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

## 2.13 Notices

2.13.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, special courier, telegraph, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Agreement, with the following provisions:

- (a) Any notice sent by telegraph, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by special courier, except as otherwise specified in the Contract.
- (b) Any notice sent by special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by special courier. Provided further that whenever the postal authorities or courier service provide a proof of delivery, the same shall also be applicable for presenting the fact of dispatch.
- (c) Any notice delivered personally or sent by telegraph, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.
- (d) Either party may change its postal, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

2.13.2 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

## 2.14 Governing Law & its Jurisdiction

The Contract shall be governed by and interpreted in accordance with laws of Union of India and the Courts of New Delhi shall have exclusive jurisdiction in all matters arising under this Contract.

## **B. Subject Matter of Contract**

### **3. Scope of Facilities**

3.1 Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligation shall include the provision of all Plant

and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Precommissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC Sub-Clause 3.3 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including without limitation, all clearances, handling etc.); storage and training except for those supplies, works and services that will be provided or performed by the Employer, as set forth in Appendix-6 (Scope of Works and Supply by the Employer) to the Contract Agreement

- 3.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.
- 3.3 The supply of Mandatory Spare Parts, if any, shall be included in the Contract. Beside the aforesaid Mandatory Spares parts, the Contractor shall ensure the availability of spare parts required for the operation and maintenance of the Facilities to the Employer for a minimum period of 15 years from Completion of the Facilities. The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the plant and equipment. If so desired by the Employer, the Contractor shall submit the specifications, price and the terms and conditions relating to the supply thereof for such spares identified by the Employer with validity period of 6 months within 30 days of receipt of request from Employer for its consideration and placement of order.
- 3.4 The Contractor shall guarantee that in the event of termination of production of spare parts by the Contractor or his Sub-Contractor:
- (i) The Contractor shall send advance notification to the Employer of the pending termination, with 2 (two) years time to permit the Employer to procure needed requirements, and

- (ii) Following such termination, the Contractor shall furnish at no cost to the Employer the blueprints, drawings and specification of the spare parts, if requested.

3.5 In case the Contractor fails to supply the spares parts in accordance with the terms stipulated above, the Employer shall sanction the Contractor declaring them ineligible for a stated period of time for future projects.

#### **4. Time for Commencement and Completion**

4.1 The Contractor shall commence work on the Facilities from the Effective Date of Contract and without prejudice to GCC Sub-Clause 21.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the corresponding Appendix - 4 (Time Schedule) to the Contract Agreement.

4.2 The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated under Time for Completion or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof.

#### **5. Contractor's Responsibilities**

5.1 The Contractor shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.

5.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities (including any data as to boring tests) provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

5.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and

Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 6.3 hereof and that are necessary for the performance of the Contract.

- 5.4 The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Sub-Clause 6.1 hereof.
- 5.5 Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Sub-Clause 2.12 (Country of Origin).
- 5.6 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor.

## **6. Employer's Responsibilities**

- 6.1 The Employer shall ensure the accuracy of all information and/or data to be supplied by the Employer as described in the corresponding Appendix - 6 (Scope of Works and Supply by the Employer) to the Contract, except when otherwise expressly stated in the Contract.
- 6.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the corresponding Appendix - 6 (Scope of Works and Supply by the Employer) to the Contract Agreement. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in that Appendix.
- 6.3 The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require the Employer to obtain them in the Employer's name, are necessary for

the execution of the Contract (they include those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract), including those specified in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement.

- 6.4 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.
- 6.5 Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, to enable the Contractor to properly carry out Commissioning, all in accordance with the provisions of Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement at or before the time specified in the program furnished by the Contractor under GCC Sub-Clause 14.2 (Program of Performance) hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.
- 6.6 The Employer shall be responsible for the continued operation of the Facilities after Taking Over, in accordance with GCC Sub-Clause 20.1.5.
- 6.7 All costs and expenses involved in the performance of the obligations under this GCC Clause 6 shall be the responsibility of the Employer.

## **C. Payment**

### **7. Contract Price**

- 7.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Form of Contract Agreement.
- 7.2 The Contract Price shall be subject to adjustment in accordance with the provisions of Appendix 2 (Price Adjustment) to the Contract Agreement. The Contract Price shall be increased or reduced on

account of variation in quantity in accordance with Clause 33 of GCC.

7.3 Subject to GCC Sub-Clauses 5.2 and 6.1 hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

## **8. Terms of Payment**

8.1 The Contract Price shall be paid as specified in the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix.

8.2 All payments under the Contract shall be made in Indian Rupees.

## **9. Securities**

### **9.1 Issuance of Securities**

The Contractor shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.

### **9.2 Advance Payment Security**

9.2.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to as follows:

- a. 110% (one hundred ten percent) of the amount of Advance for Supply of Goods; and
- b. 110% (one hundred ten percent) of the {amount of Advance} plus {amount of GST reimbursable on Advance as per the Proforma invoice} for Supply of Services.

The above shall be calculated in accordance with the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the same currency(ies) with initial validity of up to ninety (90) days beyond the date of Completion of the Facilities in accordance with GCC Sub-Clause 20.1. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual



date of Completion of the Facilities, as may be required under the Contract.

9.2.2 The security shall be in the Form of unconditional Bank Guarantee attached hereto in Section VI - Sample Forms and Procedures. The security shall be discharged after completion of the facilities or relevant part thereof corresponding to which advance has been drawn.

- Procedure for effective reduction in the Advance Payment Security

The Advance Payment Security shall be allowed to be reduced every six (06) months after First Running Account Bill/Stage payment under the Contract if the validity of the Bank Guarantee is more than one year. The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance corresponding to cumulative value of the Facilities completed as per a certificate to be issued by the Project Manager. It should be clearly understood that reduction in the value of advance Bank Guarantee shall not in any way dilute the Contractor's responsibility and liabilities under the Contract including in respect of the Facilities for which reduction in the value of security is allowed.

9.3 Performance Security

9.3.1 The Contractor shall, within twenty-eight (28) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to Ten percent (10%) of the Contract Price, with a validity upto ninety (90) days beyond the Defect Liability Period. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.

Apart from the Contractor's performance security, the Contractor shall be required to arrange additional performance securities, as specified in SCC, within twenty-eight (28) days of the notification of award in favour of the Employer in the form acceptable to the Employer.

9.3.1.1 Notwithstanding above, in case of the performance security (ies) for which the validity as per GCC Clause 9.3.1 is required to be more than 5 years, the Contractor may choose to submit the performance security with initial validity of 5 years. In such cases, the Contractor shall, however be required to extend the validity till ninety (90) days beyond the actual Defect Liability Period, as may be required under

the Contract at any time, but no later than 6 months, prior to expiry of the performance security failing which the said performance security shall be forfeited by the Employer.

9.3.1.2 If the Contractor delays submission of the performance security(ies) vis-à-vis the period specified in Clause GCC 9.3.1, then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable:

- a) The Defect Liability Period pursuant to Clause GCC 22 for the Facilities or any relevant part thereof covered under the said performance security shall stand extended and the Contractor shall accordingly extend the validity of the Contract Performance Security to be furnished as per Clause GCC 9.3.1 by the period of delay as per Clause GCC 9.3.1.2 (c), over and above the period required as per the Contract.
- b) Alternatively, if the Contractor fails to extend the validity of the performance security pursuant to Clause GCC 9.3.1.1 (b), an amount @preailing SBI Card Rate applicable for Inland Bank Guarantee +2% per annum on the performance security amount corresponding to the Facilities or any relevant part thereof covered under the said performance security, for the period of delay as per Clause GCC 9.3.1.2 (c) 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 performance security as per the Contract and the date of performance security.
- d) In case the Contractor fails to submit the performance security 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 pursuant to GCC Clause 36.

9.3.1.3 The above extension of Defect Liability Period or deduction shall not relieve the Contractor from any of his obligations and liabilities under the Contract.

9.3.1.4 The Employer shall be sole judge in above regard.

- 9.3.1.5 Apart from the performance security(ies) to be furnished as per Clause GCC 9.3.1 above, additional performance securities, as specified in the Bidding Documents, shall be arranged and furnished by the Contractor at any time after the Notification of Award. The submission of these performance securities to the Employer shall, however, be one of the conditions precedent for release of payment (other than Initial/Mobilisation advance) due against such equipment/ works for which the said performance security is required to be submitted.
- 9.3.2 The performance security shall be in the Form of unconditional Bank Guarantee attached hereto in the Section VI - Sample Forms and Procedures.
- 9.3.3 Reduction in the security pro rata to the Contract Price of any part of the Facilities is not admissible. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 22.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor pursuant to GCC Sub-Clause 22, is liable for an extended warranty obligation, the performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended warranty.
- 9.3.4 In case of award of the contract to a Joint Venture, the Bank Guarantees for performance security and the Bank Guarantee for advance payment shall be submitted in the name of all the partner(s) of the Joint Venture

#### 9.4 Issuing Banks

The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either:

- (a) by a Public Sector Bank located in India, or
- (b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) *as per attached list only* **[List is placed at Annexure-I to Special Conditions of Contract (SCC)]**, or

- (c) by a foreign bank or a 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 a 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 Annexure-I to Special Conditions of Contract (SCC)**].

## 9.5 Indemnity

9.5.1 For the equipment/material to be provided by the Contractor, it will be the responsibility of the Contractor to take delivery, unload and store the materials at Site and execute an Indemnity Bond and obtain authorisation letter from Employer as per proforma enclosed at Section VI (Sample Forms and Procedures), in favour of the Employer against loss, damage and any risks involved for the full value of the materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of Taking Over of the equipment by the Employer.

9.5.2 In case of divisible Contracts, where the Employer hands over his equipment to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the equipment through Bill of Lading or other despatch documents, furnish trust Receipt for Plant, Equipment and Materials and also execute an Indemnity Bond in favour of the Employer in the form acceptable to the Employer for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of proforma for the Trust receipt and Indemnity Bond are enclosed under Section VI (Sample Forms and Procedures). The Employer shall also issue a separate Authorization Letter to the Contractor to enable him to take physical delivery of plant, equipment and materials from the Employer as per proforma enclosed under Section VI (Sample Forms and Procedures).

## 10. Taxes and Duties

10.1 The Contractor shall be entirely responsible for payment of all taxes, duties, licence 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.

10.2 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.

10.3 In respect of supply of goods to the Employer by the Contractor, the EXW price is inclusive of all cost as well as duties and tax (viz., custom duties & levies, duties, GST etc.) paid or payable on components, raw materials and any other items used for their consumption incorporated or to be incorporated in the Plant & Equipment.

Further, the EXW price of (i) imported Equipments/items offered as 'Off the Shelf' or dispatched directly from the Indian Port of disembarkation are inclusive of all cost as well as any duties paid/payable in relation to import of such goods (viz., Customs duties, GST & levies etc.) and no separate claim on this behalf will be entertained by the Employer. If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the Country where the site is located and the Contractor has declared the same in its bid, the Employer shall use its best endeavors to enable the Contractor to benefit from such tax savings to the maximum allowable extent.

The Input Tax Credit (ITC) available, if any, under GST as per the relevant Government laws wherever applicable has been taken into account by the Contractor.

10.4 Ex-works price for the supply of goods viz. Equipment/items by the Contractor is excluding GST, if any, payable. The GST will be reimbursable (along with subsequent variation if any), by the Employer on the supplies made by the Contractor but limited to the tax liability on the transaction between the Employer and the Contractor.

Type test charges, if applicable, are excluding GST, if any, payable. Type test shall be considered an incidental expense incurred prior to the supply of goods viz. Equipment/items and would be added to

the value of goods viz. Equipment/items for GST purposes and GST for Type Test shall be reimbursed at the rate applicable for such Equipment/items.

Further the price for supply of services viz. Installation and training are excluding GST, if any, payable. The GST will be reimbursable (along with subsequent variation if any), by the Employer on the supplies made by the Contractor but limited to the tax liability on the transaction between the Employer and the Contractor.

It is the Employer's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Contractor to the Employer, GST is not payable. The Contractor is, however, advised to check the position from their own sources. If payable, the same shall be to the Contractor's account and Employer shall not reimburse any GST on this account.

- 10.5 Employer would not bear any liability on account of any other taxes, duties, levies applicable locally.
- 10.6 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.
- 10.7 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 7 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/ amendment 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.

- 10.8 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.
- 10.9 Owner's GSTIN number in each state/UT is published on the Owner's company website <https://www.powergridindia.com>. While raising invoice/proforma invoice for Supply of Goods, Contractor 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.
- 10.10 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 availment 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.
- 10.11 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2(Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax" in this GCC Sub-clause 10.7). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation except for classification related purpose, or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made

to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with GCC Clause 31 (Changes in Laws and Regulations) hereof. These adjustments shall be applicable for all transactions between the Employer and the Contractor for supply of goods and services under the Contract but shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and on account of variation in taxes, duties & levies applicable locally.

In respect of raw materials, intermediary components etc and the taxes, duties & levies applicable locally, neither the Employer nor the Contractor shall be entitled to any claim arising due to increase or decrease in the rate of Tax, introduction of a new Tax or abolition of an existing Tax in the course of the performance of the Contract.

## **D. Intellectual Property**

### **11. Copy Right**

11.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including supplies of materials, the copyright in such materials shall remain vested in such third party.

The Employer shall however be free to reproduce all drawings, documents and other material furnished to the Employer for the purpose of the Contract including, if required, for operation and maintenance.

11.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Contractor by the Employer herein shall remain vested in the Employer.

### **12. Confidential Information**

12.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such



documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 12.

12.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

12.3 The obligation of a party under GCC Sub-Clauses 12.1 and 12.2 above, however, shall not apply to that information which

- (a) now or hereafter enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

12.4 The above provisions of this GCC Clause 12 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

12.5 The provisions of this GCC Clause 12 shall survive termination, for whatever reason, of the Contract.

#### **E. Execution of the Facilities**

### **13. Representatives**

13.1 If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Employer shall take all reasonable care to see that no such appointment is made at such a

time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager, except as herein otherwise provided.

### 13.2 Contractor's Representative & Construction Manager

13.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefor, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 13.2.1 shall apply thereto.

13.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract. All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided. The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 13.2.1.

13.2.3 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify

the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 13.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

- 13.2.3.1 Notwithstanding anything stated in GCC Sub-Clause 13.1 and 13.2.1 above, for the purpose of execution of Contract, the Employer and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Coordination Procedure.
- 13.2.4 From the commencement of installation of the Facilities at the Site until Operational Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager, (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site through-out normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.
- 13.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 18.3. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.
- 13.2.6 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 13.2.5, the Contractor shall, where required, promptly appoint a replacement.

## **14. Work Program**

### **14.1 Contractor's Organization**

The Contractor shall supply to the Employer and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities. The chart shall include the identities of the key personnel together

with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Contractor shall promptly inform the Employer and the Project Manager in writing of any revision or alteration of such an organization chart.

#### 14.2 Program of Performance

Within twenty-eight (28) days after the date of Notification of Award, the Contractor shall prepare and submit to the Project Manager a detailed program of performance of the Contract (L2 Network) in the form of the Critical Path Method (CPM), the PERT network, or other internationally used programs and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commissioning the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in Appendix-4 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion under GCC Sub-Clause 4.2 and any extension granted in accordance with GCC Clause 34, and shall submit all such revisions to the Project Manager.

#### 14.3 Progress Report

The Contractor shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 14.2 above, and supply a progress report to the Project Manager every month.

The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

#### 14.4 Progress of Performance

If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 14.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the

Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 4.2, any extension thereof entitled under GCC Sub-Clause 34.1, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

#### 14.5 Work Procedures

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Sample Forms and Procedures of the Contract Documents.

The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

### 15. Subcontracting

15.1 The corresponding Appendix (List of Approved Subcontractors) to the Contract Agreement specifies major items of supply or services and a list of approved Subcontractors against each item, including vendors. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

15.2 The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GCC Sub-Clause 15.1.

15.3 For items or parts of the Facilities not specified in the corresponding Appendix (List of Approved Subcontractors) to the Contract Agreement for Supply Contract(s), the Contractor may employ such Subcontractors as it may select, at its discretion.

15.4 The Contractor shall furnish the details of items, components, raw materials, services etc. procured from MSEs and consumed for

completion of scope of works under the contract. The details shall be furnished as per the format enclosed at Section VI, Forms, Volume-I of the bidding documents at the time of raising bills for payment against the supplies made/works done.

## **16. Design and Engineering**

### **16.1 Specifications and Drawings**

16.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

16.1.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Project Manager.

### **16.2 Codes and Standards**

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Employer and shall be treated in accordance with GCC Clause 33.

### **16.3 Approval/Review of Technical Documents by Project Manager**

16.3.1 The Contractor shall prepare (or cause its Subcontractors to prepare) and furnish to the Project Manager the documents listed in Appendix-7 (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and as in

accordance with the requirements of GCC Sub-Clause 14.2 (Program of Performance).

Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.

GCC Sub-Clauses 16.3.2 through 16.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

16.3.2 Within twenty one (21) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 16.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

16.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

16.3.4 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Sub-Clause 16.3.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be deemed to have been approved.

The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be discussed and finalized with the Contractor.

16.3.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an Arbitrator for determination in accordance with GCC Sub-Clause 39 hereof. If such dispute or difference is referred to an Arbitrator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's

instructions, provided that if the Arbitrator upholds the Contractor's view on the dispute and if the Employer has not given notice under GCC Sub-Clause 39 hereof, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitrator shall decide, and the Time for Completion shall be extended accordingly.

- 16.3.6 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.
- 16.3.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Sub-Clause 16.3. If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 33 shall apply to such request.

## **17. Plant and Equipment**

- 17.1 Subject to GCC Sub-Clause 10.2, the Contractor shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site.

### **17.2 Employer-Supplied Plant, Equipment, and Materials**

If the corresponding Appendix - 6 (Scope of Works and Supply by the Employer) to the Contract Agreement provides that the Employer shall furnish any specific items of machinery, equipment or materials to the Contractor, the following provisions shall apply:

- 17.2.1 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GCC Sub-Clause 14.2, unless otherwise mutually agreed.
- 17.2.2 The equipment & materials to be furnished by the Employer shall be supplied to the Contractor at the depots established by the Contractor or the Employer. The Lorry Receipts for the materials will be handed over to the Contractor by the representative of the



Employer as and when the same are received. The Contractor shall be responsible for taking delivery of these materials from the railways/road transporter, unloading them from the transporter, carting them to different stores built by him for the purpose, the unloading and cartage being at the cost of the Contractor. All wharfage and demurrage charges incurred due to delay in taking delivery will be to the Contractor's account, except those due to reasons beyond his control in which case the Contractor shall immediately intimate the Engineer for settling the claims. The Contractor shall be responsible for proper handling and storage of these materials from the time of receipt upto the time of Taking Over of the Facilities by the Employer.

- 17.2.3 Yards and store provided by the Contractor for stacking and storage of materials shall be open for inspection by the Employer as and when required. The cost of handling and storage shall be to the Contractor's account.
- 17.2.4 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. For the material being arranged by the Employer and supplied to the Contractor for erection, are received short, broken or damaged, an entry shall be made in the delivery register of the railway authorities/road transporter as far as possible and a report of the same giving full details of shortage and damages along with a copy of report entered in the delivery register of the road transporter/railways shall be submitted by the Contractor to the Project Manager and Employer's consignee immediately. The Employer shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at the Employer's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GCC Sub-Clause 17.2.4 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.
- 17.2.5 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Employer of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GCC Clause 22 or under any other provision of Contract.

17.3 Transportation

17.3.1 The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

17.3.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Plant and Equipment and the Contractor's Equipment. In case of transportation by road, the Contractor shall transport all the goods only through registered common carriers in line with "The Carriage by Road Act,2007" including amendment thereof.

17.3.3 Upon dispatch of each shipment of the Plant and Equipment and the Contractor's Equipment, the Contractor shall notify the Employer by telex, facsimile or Electronic Data Interchange (EDI) of the description of the Plant and Equipment and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the parties.

17.3.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Contractor's Equipment to the Site. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment and the Contractor's Equipment to the Site.

17.4 Delivery and Documents

17.4.1 Delivery Documents

Upon shipment, the Contractor shall notify the Employer with full details of the dispatch and shall furnish the documents as specified in the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement

## 17.4.2 Packing

17.4.2.1 The Contractor shall provide such packing of the Goods as it is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

17.4.2.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to any subsequent instruction ordered by the Employer consistent with the requirements of the Contract.

## 18. Installation

### 18.1 Setting Out/Supervision/Labor

18.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.

18.1.2 Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

### 18.1.3 Labor:

- (a) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC & ST persons, that has the necessary skills.
- (b) Unless otherwise provided in the Contract, the Contractor at its own expense shall be responsible for the recruitment, transportation, accommodation and catering of all labor, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.
- (c) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.
- (d) The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

## 18.2 Contractor's Equipment

18.2.1 All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

18.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

18.2.3 The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

### 18.3 Site Regulations and Safety

The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

#### 18.3.1 Compliance with Labour Regulations

18.3.1.1 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

18.3.1.2 The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments.

18.3.1.3 If the Employer is caused to pay under any law as principal employer such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated in the notifications/ byelaws/ Acts/ Rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor under this contract or any other contract with the employer including his amount of performance security for adjusting the aforesaid payment. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

Notwithstanding the above, the Contractor shall furnish to the Employer the details/documents evidencing the Contractor's compliance to the laws applicable to establishments engaged in building and other construction works, as may be sought by the Employer. In particular the Contractor shall submit quarterly certificate regarding compliance in respect of provisions of Employees' Provident Fund and Misc. Provisions Act 1952 to the Employer. For this purpose, the Contractor as well as its Sub-Contractor(s) should have Provident Fund Code Number and all the workers deployed by the Contractor or Sub-Contractor must be enrolled as members of Provident Fund having an Universal Account Number (UAN).

18.3.1.4 Salient features of some major laws applicable to establishments engaged in building and other construction works:

- (a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employee P.F. and Miscellaneous Provision Act 1952: The Act provides for monthly contribution by the employer plus workers @10% or 8.33%. The benefits under the Act are:
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certification of Registration and the Contractor is required to

take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more labour contract labour.

- (f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus is to be paid to employees getting Rs. 2500/- per month or above upto Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Dispute Act 1947: the Act lays down the machinery the procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 : All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the government.
- (p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.



### 18.3.2 Protection of Environment

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as consequence of his methods of operation.

During continuance of the Contract, the Contractor and his Sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists

among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

- 18.3.2.1 (i) The Contractor shall (a) establish an operational system of managing environmental impacts, (b) carry out all the monitoring and mitigation measures set forth in the environment management plan attached to the Special Conditions of Contract as **Appendix-I**, and (c) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit to the Employer (quarterly semi-annual) reports on the carrying out of such measures.
- (ii) The Contractor shall adequately record the conditions of roads, agricultural land and other infrastructure prior to transport of material and construction commencement, and shall fully reinstate pathways, other local infrastructure and agricultural land to atleast their pre-project condition upon construction completion.
- (iii) The Contractor shall undertake detailed survey of the affected persons during transmission line alignment finalization under the Project, where applicable. and
- (iv) The Contractor shall conduct health and safety programme for workers employed under the Contract and shall include information on the risk of sexually transmitted diseases, including HIV/AIDS in such programs.

### 18.3.3 Safety Precautions

- 18.3.3.1 The Contractor shall observe all applicable regulations regarding safety on the Site.

Unless otherwise agreed, the Contractor shall, from the commencement of work on Site until Taking Over, provide:

- a) fencing, lighting, guarding and watching of the Works, and

- b) temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of Employer / his representatives and occupiers of adjacent property, the public and others.

18.3.3.2 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Employer or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Project Manager, as he may deem necessary.

18.3.3.3 The Contractor will notify well in advance to the Project Manager of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Project Manager shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Project Manager shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Employer and the Employer shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Project Manager's instructions.

Further, any such decision of the Project Manager shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the Project Manager, the Contractor shall use alternative methods with the approval of the Project Manager without any cost implication to the Employer or extension of work schedule.

18.3.3.4 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Project Manager. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

- 18.3.3.5 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of Employer in this regard.
- 18.3.3.6 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Project Manager or by the person authorised by him.
- 18.3.3.7 The Contractor shall be fully responsible for the safe storage of his and his Sub-Contractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by the Contractor.
- 18.3.3.8 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Project Manager who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability. The Contractor shall also provide Reflective Jackets to all workmen working on the site including different coloured such Jackets to the persons working at height.
- 18.3.3.9 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.
- 18.3.3.10 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.

- 18.3.3.11 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Employer or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by Employer to handle such fuses, wiring or electrical equipment
- 18.3.3.12 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Employer, he shall:
- a. Satisfy the Project Manager that the appliance is in good working condition;
  - b. Inform the Project Manager of the maximum current rating, voltage and phases of the appliances;
  - c. Obtain permission of the Project Manager detailing the sockets to which the appliances may be connected.
- 18.3.3.13 The Project Manager will not grant permission to connect until he is satisfied that;
- a. The appliance is in good condition and is fitted with suitable plug;
  - b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 18.3.3.14 No electric cable in use by the Contractor/Employer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 18.3.3.15 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Project Manager and a permit to work shall be issued by the Project Manager before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- 18.3.3.16 The Contractors shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain his temporary electrical installation.
- 18.3.3.17 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract,

shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-Contractors, the Sub-Contractor's workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose.

The Contractor shall deploy one dedicated Safety Staff(s) for every 200 kms of a Transmission Line Project.

In case, the Contractor fails to deploy Qualified Safety Officer(s)/Safety Staff(s) under each Contract, as specified, then the Contractor shall be responsible for payment of a sum of Rs. 15,00,000/- per quarter till the Safety Officer(s)/Safety Staff(s) is deployed, to be deposited with the Employer, which will be retained in the Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26.

The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Project Manager with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

- 18.3.3.18 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform but no later than 24 hrs. of the occurrence of the same, to the Project Manager in prescribed form and also to all the authorities envisaged under the applicable laws.

Notwithstanding above, in case of any fatal accident, the Board of Directors of Contractor shall review the incidence and a copy of Board's resolution signed by the Director/Company Secretary of the firm alongwith action plan for avoidance of such incidences in future shall be furnished promptly but no later than 60 days, to the Employer. Besides above, the CEO of the Contractor shall meet and apprise POWERGRID APEX SAFTEY BOARD alongwith the Board's resolution of the cause of the fatal accident occurred and their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of the occurrence of the fatal accident.

- 18.3.3.19 The Project Manager shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the

persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager in this respect shall be conclusive and binding on the Contractor.

18.3.3.20 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in GCC Sub-Clause 18.3.3.19 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

18.3.3.21 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:

#### Safety Rules

- a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial location.
- e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- g) The staircases and passageways shall be adequately lighted.

- h) The employees when working around moving machinery, must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
- j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- k) In case of rock excavation, blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.

18.3.3.22 The Contractor shall follow and comply with all Employer Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and Employer Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

18.3.3.23 If the Contractor fails in providing safe working environment as per Employer Safety Rules or continues the work even after being instructed to stop work by the Project Manager as provided in GCC Sub-Clause 18.3.3.19 above, the Contractor shall promptly pay to Employer, on demand by the Employer, compensation at the rate of Rs. 10,000/- per day or part thereof to be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26, till the instructions are complied with and so certified by the Project Manager. However, in case of accident taking place causing injury to any individual, the provisions contained in GCC Sub-Clause 18.3.3.24 shall also apply in addition to compensation mentioned in this Clause.

18.3.3.24 If the Contractor does not take adequate safety precautions and/or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety of the equipment and plant or for the safety of personnel or the Contractor does not prevent



hazardous conditions which cause injury to his own employees or employees of other Contractors or Employer's employees or any other person who are at Site or adjacent thereto, then the Contractor shall be responsible for payment of a sum as indicated below to be deposited with the Employer, which will be passed on by the Employer to such person or next to kith and kin of the deceased:

a.	Fatal injury or accident causing death	Rs. 15,00,000/- per person
b.	Major injuries or accident causing 25% or more permanent disablement	Rs. 5,00,000/- per person

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The amount to be deposited with Employer and passed on to the person mentioned above shall be in addition to the compensation payable under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Contractor does not deposit the above mentioned amount with Employer, such amount shall be recovered by Employer from any monies due or becoming due to the Contractor under the contract or any other on-going contract.

Notwithstanding above, while executing the Contract(s), in case of any permanent disablement in hands/legs due to any accident(s), the Contractor shall arrange to provide modern electronic artificial Limb (Hands/Legs) to the victims of the accident either through any NGO or directly and also provide necessary training to the victims to use the same. The cost/expenditure, if any, shall be borne by the Contractor and the details of the same shall be provided to POWERGRID for information. The above shall be in addition to the compensation payable to the victim as applicable.

In case of any major accident, the Contractor shall withdraw its Representative (Project Manager) immediately and shall appoint its Representative (Project Manager) afresh pursuant to GCC Clause 13.2. The Contractor's Representative (Project Manager) removed hereinabove, thereafter shall not be permitted to work in any of projects/works of the Employer.

18.3.3.25 Notwithstanding above, the Contractor shall also be responsible for payment of sum as indicated below additionally which shall be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26:

a.	Upon 1 <sup>st</sup> Fatal Accident due to negligence by the Contractor	Rs. 50,00,000/-
b.	Upon 2 <sup>nd</sup> Fatal Accident due to negligence by the Contractor	Rs. 75,00,000/-
c.	Upon 3 <sup>rd</sup> Fatal Accident due to negligence by the Contractor	Rs. 1,00,00,000/-
d.	Re-occurrence of Fatal Accident even after 3 <sup>rd</sup> Fatal Accident due to negligence by the Contractor	Rs. 1,00,00,000/- per fatal accident
e.	Tower Collapse leading to more than one (01) death attributable to the Contractor as per the Accident Enquiry Committee Report	Rs. 1,00,00,000/- per fatal accident in addition to a, b, c or d above, as applicable

18.3.3.26 The amount paid/ recovered from the Contractor on account of non-compliance to Safety measures shall be deposited in the 'Safety Corpus Fund', if not specified otherwise, established by the Employer. The 'Safety Corpus Fund' shall be used for augmentation of Safety measures in construction works, capacity building of workers, development of working conditions of workers like providing tents/ mobile toilets/ caravans, safety tools & plants etc. and undertaking such other activities which will facilitate in reducing the accidents. However, the Contractor shall have no claim in this regard and the Employer shall be sole judge in this regard.

18.3.3.27 If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by the Employer and no accident occurs then Employer may consider the performance of the Contractor and award suitable 'ACCIDENT FREE SAFETY MERITORIOUS AWARD' as per scheme as may be announced separately from time to time.

18.3.3.28 The Contractor shall also submit 'Safety Plan' as per proforma specified in Section - Sample Forms and Procedures of the Bidding Documents alongwith all the requisite documents mentioned therein and as per check-list contained therein to the Engineer In-Charge for its approval within 60 days of award of Contract.

Further, one of the conditions for release of first progressive payment / subsequent payment towards Services Contract shall be submission of 'Safety Plan' alongwith all requisite documents and approval of the same by the Engineer In-Charge.

#### 18.4 Opportunities for Other Contractors

18.4.1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.

18.4.2 If the Contractor, upon written request from the Employer or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

18.4.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.

18.4.4 The Contractor shall notify the Project Manager promptly of any defects in the other contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.

#### 18.5 Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by the

Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. In case such work is not in the scope of the Contractor, the cost of such remedial work shall be borne by the Employer.

## 18.6 Site Clearance

18.6.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

18.6.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

## 18.7 Watching and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

## 18.8 Work at Night and on Holidays

18.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of the Employer, except where work is necessary or required to ensure safety of the Facilities or for the protection of life, or to prevent loss or damage to property, when the Contractor shall immediately advise the Project Manager, provided that provisions of this GCC Sub-Clause 18.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

18.8.2 Notwithstanding GCC Sub-Clauses 18.8.1 or 18.1.3, if and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Employer's consent thereto, the Employer shall not unreasonably withhold such consent.

## 19. Test and Inspection

- 19.1 The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract.
- 19.2 The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 19.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give four weeks advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager (or their designated representatives) to attend the test and/or inspection.
- 19.4 The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection.
- If the Employer or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.
- 19.5 The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.
- 19.6 If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 19.3.

- 19.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to an Arbitrator for determination in accordance with GCC Sub-Clause 39.
- 19.8 The Contractor shall afford the Employer and the Project Manager, at the Employer's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.
- 19.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant and Equipment or any part of the Facilities, nor the attendance by the Employer or the Project Manager, nor the issue of any test certificate pursuant to GCC Sub-Clause 19.4, shall release the Contractor from any other responsibilities under the Contract.
- 19.10 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such part of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.
- 19.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.

If any parts of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 19.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

## **20. Completion of the Facilities and Operational Acceptance**

### 20.1 Completion of the Facilities

#### 20.1.1 Physical Completion

20.1.1.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.

#### 20.1.2 Pre-Commissioning

20.1.2.1 Within seven (7) days after receipt of the notice from the Contractor under GCC Sub-Clause 20.1.1.1, the Project Manager shall deploy the operating and maintenance personnel and other material if so specified in the corresponding Appendix - 6 (Scope of Works and Supply by the Employer) to the Contract Agreement for Precommissioning of the Facilities or any part thereof.

20.1.2.2 As soon as reasonably practicable after the operating and maintenance personnel have been deployed by the Employer and other materials have been provided by the Employer in accordance with GCC Sub-Clause 20.1.2.1, the Contractor shall commence Precommissioning of the Facilities or the relevant part thereof, in presence of the Employer's representatives, as per procedures detailed in Technical Specifications in preparation for Commissioning.

20.1.2.3 As soon as all works in respect of Precommissioning are successfully completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall notify the Project Manager in writing.

20.1.2.4 The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 20.1.2.3, notify the Contractor in writing of any defects and/or deficiencies.

20.1.2.5 If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub-Clause 20.1.2.2. If in the opinion of the Contractor, the Facilities or any part thereof is now ready for Commissioning, the Contractor shall again notify the Project Manager in writing. If further defects and/or deficiencies are not notified by the Project Manager and if the

Project Manager is satisfied that the Precommissioning of Facilities or that part thereof have been successfully completed, the Project Manager shall, within seven (7) days after receipt of the Contractor's such notice, advise the Contractor to proceed with the Commissioning of the Facilities or part thereof.

- 20.1.2.6 If the Project Manager fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 20.1.2.4 or within seven (7) days after receipt of the Contractor's notice on completion of repeat procedure under GCC Sub-Clause 20.1.2.5, then the Precommissioning of the Facilities or that part thereof shall be considered to have been successfully completed as of the date of the Contractor's notice.
- 20.1.2.7 As soon as possible after Precommissioning, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.
- 20.1.2.8 In the event that the Contractor is unable to proceed with the Precommissioning of the Facilities pursuant to Sub-Clause 20.1.2 for reasons attributable to the Employer either on account of non-availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Employer's control, the following provisions shall apply:

When the Contractor is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above GCC Sub-Clause 20.1.2.8, the Contractor shall be entitled to the following:

- a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GCC Sub-Clause 21.2.
- b) payments due to the Contractor in accordance with the provisions specified in Appendix I (Terms and Procedures of Payment) to the Contract Agreement, which would have not been payable in normal circumstances due to non-completion of the said activities and obligations, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding



these payments, subject to the provisions of GCC Sub-Clause 21.2.9 below.

- c) the expenses payable by the Contractor to the Bankers toward the extension of above security and extension of other securities under the Contract, of which validity need to be extended, shall be reimbursed to the Contractor by the Employer against documentary evidence.
- d) the additional charges toward the care of the Facilities pursuant to GCC Sub-Clause 28.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in GCC Sub-Clause 20.1.2.10 below. The provisions of GCC Sub-Clause 29.2 shall apply to the Facilities during the same period.

20.1.2.9 In the event that the period of suspension under GCC Sub-Clause 20.1.2.8 actually exceeds one hundred eighty (180) days, the Employer and the Contractor shall mutually agree to any additional compensation payable to the Contractor.

20.1.2.10 As and when, after the period of suspension under GCC Sub-Clause 20.1.2.8, the Contractor is notified by the Project Manager that the Facilities are ready for Precommissioning, the Contractor shall proceed without delay in performing all activities and obligations under the Contract.

### 20.1.3 Commissioning

20.1.3.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after being advised by the Project Manager, pursuant to GCC Sub-Clause 20.1.2.5 or immediately after the Precommissioning is considered to be completed under GCC Sub-Clause 20.1.2.6.

20.1.3.1.1 Commissioning of the Facilities or any part thereof shall be completed by the Contractor as per procedures detailed in Technical Specifications.

20.1.3.2 The Employer shall, to the extent specified in Appendix - 6 (Scope of works and supply by the Employer), deploy the operating and maintenance personnel and supply all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other materials required for commissioning.

- 20.1.3.3 In the event that the Contractor is unable to proceed with the Commissioning of the Facilities pursuant to Sub-Clause 20.1.3 for reasons attributable to the Employer either on account of non-availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Employer's control, the provisions of GCC Sub-Clause 20.1.2.8 to 20.1.2.9 shall apply.
- 20.1.3.4 As and when, after the period of suspension under GCC Sub-Clause 20.1.2.8, the Contractor is notified by the Project Manager that the Facilities are ready for Commissioning, the Contractor shall proceed without delay in performing all activities and obligations under the Contract.
- 20.1.4 Trial - Operation
- 20.1.4.1 Trial - Operation of the Facilities or any part thereof shall be commenced by the Contractor immediately after the Commissioning is completed pursuant to GCC Sub-Clause 20.1.3.1.1.
- 20.1.4.2 Trial - Operation of the Facilities or any part thereof shall be completed by the Contractor for the period specified in Technical Specification (or for a continuous period of 24 hours where such period is not specified in Technical Specification) and as per procedures detailed in Technical Specifications.
- 20.1.4.3 At any time after the events set out in GCC Sub-Clause 20.1.4.2 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Taking Over Certificate in the form provided in the Bidding Documents or in another form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.
- 20.1.4.4 The Project Manager shall within twenty-one (21) days after receipt of the Contractor's notice, issue an Taking Over Certificate.
- 20.1.5 Taking Over
- 20.1.5.1 Upon successful Trial - Operation of the Facilities or any part thereof, pursuant to GCC Sub-Clause 20.1.4, the Project Manager shall issue to the Contractor a Taking Over Certificate as a proof of the acceptance of the Facilities or any part thereof. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

20.1.5.2 If within twenty one (21) days after receipt of the Contractor's notice, the Project Manager fails to issue the Taking Over Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Taking Over Certificate, the Facilities or the relevant part thereof shall be deemed to have been Taken Over as at the date of the Contractor's said notice.

20.1.5.3 Upon Taking Over of the Facilities or any part thereof, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

## 20.2 Operational Acceptance

### 20.2.1 Guarantee Test

20.2.1.1 The Guarantee Test (and repeats thereof), if any specified in the SCC and/or the Technical Specification, shall be conducted by the Contractor after successful Trial - Operation of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Documents or if otherwise required as per the Technical Specifications. The Contractor's and Project Manager's advisory personnel may witness the Guarantee Test. The Contractor shall promptly provide the Employer with such information as the Employer may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

20.2.1.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the time stipulated in the Technical Specifications the period for completing the same shall be as agreed upon by the Employer and the Contractor.

### 20.2.2 Operational Acceptance

20.2.2.1 Operational Acceptance shall occur in respect of the Facilities or any part thereof as mentioned below:

- (I) In case no Functional Guarantees are applicable, Operational Acceptance shall occur when the Facilities or part thereof have been successfully Commissioned and Trial - Operation for the specified period have been successfully completed

(II) In case Functional Guarantees are applicable, Operational Acceptance shall occur when the Functional Guarantees are met or the Contractor has paid liquidated damages specified in GCC Sub-Clause 23.3 hereof; or

20.2.2.2 At any time after any of the events set out in GCC Sub-Clause 20.2.2.1 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Bidding Documents or in another form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.

20.2.2.3 The Project Manager shall within twenty-one (21) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

20.2.2.4 Upon Operational Acceptance, pursuant to GCC Sub-Clause 20.2.2.2, the Project Manager shall issue to the Contractor a Operational Acceptance Certificate as a proof of the final acceptance of the Plant and Equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

20.2.2.5 If within twenty one (21) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as at the date of the Contractor's said notice.

20.3 Partial Acceptance

20.3.1 If the Contract specifies that Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Commissioning including the Trial - Operation and Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

## **F. Guarantees and Liabilities**

### **21. Completion Time Guarantee**

21.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is

specified in the SCC) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 4.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof.

- 21.2 If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.
- 21.3 No bonus will be given for earlier Completion of the Facilities or part thereof.

## **22. Defect Liability**

- 22.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.
- 22.2 Unless otherwise specified in SCC, the Defect Liability Period shall be twelve (12) months from the date of Taking Over /Completion of Facilities (or any part thereof).

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its

cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) improper operation or maintenance of the Facilities by the Employer
- (b) operation of the Facilities outside specifications provided in the Contract
- (c) normal wear and tear.

22.3 The Contractor's obligations under this GCC Clause 22 shall not apply to

- (a) any materials that are supplied by the Employer under GCC Sub-Clause 17.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein
- (b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein
- (c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC Sub-Clause 22.7.

22.4 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

22.5 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GCC Clause 22. The Contractor may, with the consent of the Employer, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

22.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests.

22.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.

22.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.

Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period extended by a period mentioned in GCC Sub-Clause 22.2 from the time of such replacement/repair of the facilities or any part thereof.

22.8.1 At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of ten (10) years from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this GCC Clause 22, but later.

22.9 Except as provided in GCC Clauses 22 and 29, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or

any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Defect Liability Period except for the liability towards obligations that may survive in terms of the Contract after Defect Liability Period, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Contractor.

## **23. Functional Guarantees**

- 23.1 The Contractor guarantees that the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Technical Specifications, subject to and upon the conditions therein specified.
- 23.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Technical Specifications are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and / or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract pursuant to GCC Sub-Clause 36.2.2 and recover the payments already made to the Contractor.
- 23.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Technical Specifications are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the Technical Specifications is met, the Contractor shall, at the Contractor's option, either
- (a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense within a mutually agreed time and shall request the Employer to repeat the Guarantee Test, or
  - (b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the **SCC**.
- 23.4 In case the Employer exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 23.3, upto the limitation of liability specified



in the SCC, shall completely satisfy the Contractor's guarantees under GCC Sub-Clause 23.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

## **24. Equipment Performance Guarantees**

- 24.1 The Contractor guarantees that the Equipments, named in the SCC, shall attain the rating and performance requirements specified in Appendix - 8 (Guarantees, Liquidated Damages for Non - Performance) to the Contract Agreement, subject to and upon the conditions therein specified.
- 24.2 If the guarantees specified in Appendix - 8 (Guarantees, Liquidated Damages for Non - Performance) to the Contract Agreement are not established, then the Employer shall, at the Employer's discretion either
- (a) reject the equipment, or
  - (b) accept the equipment after assessing liquidated damages in accordance with the provision in the SCC against the Contractor and such amounts shall be deducted from the Contract Price or otherwise recovered from the Contractor.
- 24.3 In case the Employer exercises its option to reject the equipment, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the equipment or any part thereof as may be necessary to meet the specified guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Test until the level of the specified guarantee has been met.
- 24.4 Whenever the Employer exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 24.2, upto the limitation of liability specified in the SCC, shall completely satisfy the Contractor's guarantees under GCC Sub-Clause 24.2, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof.

## 25. Patent Indemnity

25.1 The Contractor shall, subject to the Employer's compliance with GCC Sub-Clause 25.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.

25.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 25.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

25.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including

attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

## **26. Limitation of Liability**

26.1 Except in cases of gross negligence or willful misconduct,

- (a) the Contractor and the Employer shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and
- (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

## **G. Risk Distribution**

### **27. Transfer of Ownership**

27.1 Ownership of the Plant and Equipment (including spare parts) to be imported into India shall be transferred to the Employer upon loading on to the mode of transport to be used to convey the Plant and Equipment from the country of origin to that country and upon endorsement of the dispatch documents in favour of the Employer.

27.2 Ownership of the Plant and Equipment (including spare parts) procured in India, shall be transferred to the Employer upon loading on to the mode of transport to be used to carry the Plant and Equipment from the works/warehouse/ any other place where the Contractor wishes to supply the goods to the site and upon endorsement of the despatch documents in favour of the Employer.

27.3 Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.

- 27.4 Ownership of any Plant and Equipment in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant and Equipment in question are no longer required for the Facilities provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of the Employer whether or not incorporated in the Facilities.
- 27.5 Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC Clause 28 (Care of Facilities) hereof until Completion of the Facilities and Taking Over pursuant to GCC Clause 20 or the part thereof, if any, as per GCC Sub-Clause 1.1(e) in which such Plant and Equipment are incorporated.

## **28. Care of Facilities**

- 28.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Taking Over Certificate pursuant to GCC Clause 20 or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GCC Clause 22. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by any use or occupation by the Employer or any third party (other than a Subcontractor) authorized by the Employer of any part of the Facilities.

## **29. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**

- 29.1 The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the

Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.

- 29.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Sub-Clause 29.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

- 29.3 Notwithstanding anything in this Contract to the contrary, it is agreed that neither the Contractor nor the Employer shall be liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damages.

### **30. Insurance**

- 30.1 To the extent specified in the corresponding Appendix-3 (Insurance Requirements) to the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(a) Marine Cargo Policy/Transit Insurance Policy:

(I)(i) Marine Cargo policy for imported equipment

The Contractor shall take the Marine Cargo Policy for Plant and Equipment including Mandatory Spares to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Plant and Equipment including mandatory Spares. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. The policy shall cover all risk for loss or damage that may occur during transit of Plant and Equipment including mandatory Spares from the Contractor/sub-Contractor's works or stores until arrival at project's warehouse/store at final destination. Institute Cargo Clause (ICC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

(I)(ii) Transit Insurance Policy for indigenous equipment

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

(II) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

(III) The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Employer as jointly Insured in the endorsements to the open policy.

(b) Erection All Risk Policy/Contractor All Risk Policy:

(I) The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.

(II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.

(III) The following add-on covers shall also be taken by the Contractor:

- i) Earthquake
- ii) Terrorism
- iii) Escalation cost (approximately @10% of sum insured on annual basis)
- iv) Extended Maintenance cover for Defect Liability Period
- v) Design Defect
- vi) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than 100

crores, cover for offsite storage/fabrication (over 100 crores).

- (IV) Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover:

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and installation of the Facilities.

- (V) As per para 30.8 below, the cost of insurance premium is to be reimbursed to the Contractor for Owner Supplied Materials (OSM) for which the insurer is to be finalized by the Contractor as detailed therein. Alternatively, the Contractor may take a single policy covering the entire cost of the project including the cost of OSM. For this purpose, the Contractor shall submit documentary evidence for the premium paid for the entire project to the Employer and Employer shall reimburse to the Contractor the proportion of premium equal to value of OSM to total sum insured.

- (VI) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

- (c) Automobile Liability Insurance

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further



the Contractor or its Subcontractors may also take comprehensive policy (own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(d) Workmen Compensation Policy:

(I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.

(II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

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

(III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

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

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or

damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

- 30.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1, except for the Third Party Liability, Workmen Compensation Policy Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1 except for the Cargo Insurance During Transport, Workmen Compensation Policy Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.
- 30.3 The Contractor shall, in accordance with the provisions of the corresponding Appendix - 3 (Insurance Requirements) to the Contract Agreement, deliver to the Employer certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.
- 30.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.
- 30.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the corresponding Appendix - 3 (Insurance Requirements) to the Contract Agreement, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the

Employer shall provide copies of the policies taken out by the Employer under this GCC Sub-Clause 30.5.

- 30.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 30.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC 30.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer.
- 30.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 30, and the monies payable by any insurers under all the insurance except Third Party Liability Insurance and Workmen Compensation Policy, shall be paid to the Special Account to be opened in the joint name of the Employer and the Contractor as mutually agreed and such amounts paid shall be apportioned between the Employer and the Contractor in accordance with the respective responsibilities under the Contract. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.
- 30.8 Further all equipment and materials being supplied by Employer for the erection (as per Technical Specification) shall be kept insured by the Contractor against any loss, damage, pilferage, theft, fire, etc. from the point of unloading up to the time of taking over by Employer including handling, transportation, storage, erection, testing and commissioning etc. The premium paid to the Insurance company by the Contractor for such insurance shall be reimbursed by Employer to the Contractor. The Contractor shall obtain competitive quotation for such insurance and shall take prior approval from Employer before taking the insurance. The insurable

value of the equipment being supplied by Employer shall be intimated to the Contractor for arranging the insurance.

- 30.9 It will be the responsibility of the Contractor to lodge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage or fire during execution of Contract and Employer shall be kept informed about it. The Contractor shall replace the lost/damaged materials promptly irrespective of the settlement of the claims by the underwriters and ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the Contractor.

### **31. Change in Laws and Regulations**

- 31.1 If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. These adjustments shall be applicable for all transactions between the Employer and the Contractor for supply of goods and services under the Contract but shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor for which the Employer shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix-2 to the Contract Agreement.

### **32. Force Majeure**

- 32.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war,
  - (b) rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion,

(c) earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,

32.2 Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force majeure, which arises after date of Notification of Award.

32.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

32.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 34.

## **H. Change in Contract Elements**

### **33. Change in the Facilities**

#### **33.1 Introducing a Change**

33.1.1 Subject to GCC Sub-Clauses 33.2.5 and 33.2.7, the Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.

33.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The Employer may at its discretion approve or reject any Change

proposed by the Contractor, provided that the Employer shall approve any Change proposed by the Contractor to ensure the safety of the Facilities.

33.1.3 Changes made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be not be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

33.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Sub-Clauses 33.2 and 33.3.

### 33.2 Changes Originating from Employer

33.2.1 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the Change.

33.2.2 The Contract Price for (i) the items for which quantities have been indicated as lumpsum or lot or set and/or (ii) where the quantities are to be estimated by the Contractor shall remain constant unless there is change made in the Scope of Work by Employer. The quantities and unit prices (i) subsequently arrived while approving the Bill of Quantities (BOQ)/Billing breakup of lumpsum quantities/lot/Set and/or (ii) estimated by the Contractor shall be for on account payment purpose only. In case additional quantities, over and above the quantities in BOQ/billing breakup and /or estimated by the Contractor, are required for successful completion of the scope of work as per Technical Specification, the Contractor shall execute additional quantities of these items for which no additional payment shall be made over and above the lumpsum Contract Price. In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the Contractor and they shall be allowed to take back the same from the site for which no deduction from the lumpsum Contract Price shall be made. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ /billing breakup and/or estimated by the Contractor, the lumpsum contract price shall remain unchanged and no deduction shall be made from the lumpsum price due to such reduction of quantities.

It shall be the responsibility of the Contractor to pay all statutory taxes, duties and levies to the concerned authorities for such surplus

material which would otherwise have been, lawfully payable in case of non-deemed export contracts. The Contractor shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the Contractor by Employer.

Set/Lot/Lumpsum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications and the Billing breakup referred to above shall be issued by the Employer based on Contractor's request, if and as may be required during the currency of the Contract.

HSN/SAC has not been indicated in the Contract for lumpsum quantities/lot/Set as each of these consists of many items for which billing break up shall be furnished during contract execution. GST shall be reimbursed on these items based on HSN /SAC for these items furnished along with billing breakup. However, the reimbursement shall be limited to the amount derived based on the rate indicated in the contract or actual, whichever is less.

- 33.2.3 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 33 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement by more than the percentage specified in SCC, the Employer and the Contractor shall mutually agree on specific rates for valuation of the Change beyond the specified percentage.

For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.

- 33.2.4 If rates and prices of any change are not available in the Contract, the parties thereto shall agree on specific rates for the valuation of the change and all matters therein related to the change. Based on the same, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

- 33.2.5 The Employer shall issue the Contractor with a Change Order pursuant to GCC Sub-Clause 33.2 by way of amendment to the Contract or in any other manner deemed appropriate. Even if the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters related to the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change

by issue of a "Pending Agreement Change Order" ("Pending Agreement Amendment").

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Arbitrator in accordance with the provisions of GCC Clause 38 & 39.

### 33.3 Changes Originating from Contractor

33.3.1 If the Contractor proposes a Change pursuant to GCC Sub-Clause 33.1.2, the Contractor shall submit to the Project Manager a written "Request for Change Proposal", giving reasons for the proposed Change and which shall include the following:

- (a) brief description of the Change
- (b) effect on the Time for Completion
- (c) estimated cost of the Change
- (d) effect on Functional Guarantees (if any)
- (e) effect on any other provisions of the Contract.

Upon receipt of the Request for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 33.2.1 and 33.2.5. However, should the Employer choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Request for Change Proposal.

## 34. Extension of Time for Completion

34.1 The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the Facilities as provided in GCC Clause 33
- (b) any occurrence of Force Majeure as provided in GCC Clause 32
- (c) any suspension order given by the Employer under GCC Clause 35 hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 35.2 or



- (d) any changes in laws and regulations as provided in GCC Clause 31 or
- (e) any other matter specifically mentioned in the Contract

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

34.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to Arbitration, pursuant to GCC Sub-Clause 39.

34.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

## **35. Suspension**

35.1 The Employer may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager.

If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in

accordance with GCC Clause 33, excluding the performance of the suspended obligations from the Contract.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 33 or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 36.1.

- 35.2 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 35, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 34.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.
- 35.3 During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Facilities or any Contractor's Equipment, without the prior written consent of the Employer.

## **36. Termination**

### **36.1 Termination for Employer's Convenience**

36.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 36.1.

36.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 36.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below
- (c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site,

remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition

- (d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 36.1.3, shall
  - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
  - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
  - (iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

36.1.3 In the event of termination of the Contract under GCC Sub-Clause 36.1.1, the Employer shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel
- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges
- (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 36.1.2
- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken

with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

## 36.2 Termination for Contractor's Default

36.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Sub-Clause 36.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt
- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 37.
- (c) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

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

“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.

“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.

“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;

“Obstructive practice” means

(aa) 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

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

In persuasions of its policy, the Employer will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.

#### 36.2.2 If the Contractor

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 35.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause

- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Sub-Clause 14.2 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 36.2.

36.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 36.2.1 or 36.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
- (c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
- (e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

36.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the

Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

36.2.5 Subject to GCC Sub-Clause 36.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 36.2.3. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

36.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 36.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price or the entire Facilities if entire Facilities have been completed or the price for part of the Facilities if part of the Facilities have been completed, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GCC Sub-Clause 36.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GCC Sub-Clause 36.2.5, the Employer shall pay the balance to the Contractor. For facilitating such payment the Employer shall encash the Bank Guarantees of the Contractor available with the Employer and retain such other payments due to the Contractor under the Contract in question or any other Contract that the Employer may have with the Contractor.

The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

36.3 In this GCC Clause 36, the expression “Facilities executed” shall include all work executed, Installation Services provided, and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

36.4 In this GCC Clause 36, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the corresponding Appendix (Terms and Procedures of Payment) to the Contract Agreement.

### **37. Assignment**

37.1 Neither the Employer nor the Contractor shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

## **I. Resolution of Disputes**

### **38. Settlement of Disputes**

38.1 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.

38.2 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.



- 38.2.1 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 within thirty (30) days of such decision/instruction.
- 38.2.2 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, 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.
- 38.3 In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration, he shall notify such intention to the Contractor.

### **39. Arbitration**

- 39.1 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 in the manner provided herein below:
- 39.2 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. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. 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/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, POWERGRID 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 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 for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID'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 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.

39.3 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 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

- 39.4 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.
- 39.5 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.
- 39.6 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

*----- End of Section-IV (GCC) -----*

Sl. No.	Clause Ref. No.	Existing provision	Amended as	Remarks
1	GCC 21 Completion Time Guarantee (Ref.: Vol.- I/S&I/GCC-DCB/Rev 3 – June 2018)	<p>21.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the SCC) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 4.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof.</p> <p>21.2 If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed). The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and</p>	<p>21.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the SCC) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 4.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof.</p> <p>21.2 If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to <del>half percent (0.5%)</del> <b>0.05% (zero point zero five percent)</b> of the Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each <del>day week or part thereof</del> which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed).</p> <p><b>The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the Employer for default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default.</b></p>	
		<p>liabilities under the Contract.</p> <p>21.3 No bonus will be given for earlier Completion of the Facilities or part thereof.</p>	<p>The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.</p> <p>21.3 No bonus will be given for earlier Completion of the Facilities or part thereof.</p>	

# Power of Attorney

To be submitted by bidder as per ITB Clause 9.3 (b)

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Qualifying Requirement Data)**

**Bidder's Name and Address (the Company) :** To :

**Name:** Sr General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II

**Address:** Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

Dear Sir,

In support of the Qualification Requirements (QR) for bidders, stipulated in Annexure-A (BDS) & additional information required as per ITB clause 9.3(c) of the Bidding Documents, we furnish herewith our QR data/details/documents etc., along with 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 are furnishing the following details/ document in support of Qualifying requirement for the subject package.

- A Attached copies of original documents of Sole Bidder in PDF format.
- 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).

1.0	GENERAL INFORMATION	
	Bidder is required to provide general information as per the following format.	
S No.	Particulars	
1	Name of the Firm	
2	GSTN No:	
3	Head Office/ Registered Office Address	
4	Telephone	
5	Fax	
6	Contact Person	
7	Mobile No	
8	Email address	
9	Place of Incorporation/ Registration	
10	Year of Incorporation/ Registration	

11	Nationality of	
	Owner (i)	
	Owner (ii)	
	Owner (iii)	

**2.0 Reference **Annexure-A (BDS)****

**Date:**

Printed Name :

**Place:**

Designation :

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Alternative, Deviations and Exceptions to the Provisions)**

**Bidder's Name and Address (the Company) :**

**Name:**

**Address:**

To :

Sr General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II  
Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

Dear Sir,

The bidder shall itemize any deviation from the Specifications included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:

S No.	Reference clause in the Specifications	Deviation	Cost of withdrawal of the deviation

The above deviations and variations are exhaustive. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and the bid submitted by the Bidder for futures packages will be considered non-responsive in line with ITB 13.3

Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or reservation introduced in this Attachment-4 and/or in the Bid form, Price schedules & Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bid

**Date:**

Printed Name

:

**Place:**

Designation :



**Supply and retrofitting of Numerical LBB relays at various substation of SR-II**

**(Manufacturer's Authorization Form) – Not Applicable**

*-(On Manufacturer's Letterhead)*

**To: ~~[Insert: name of Purchaser]~~**

Dear Ladies and/or Gentlemen,

~~WE .....(insert name of the Manufacturer)..... who are established and reputable manufacturers of .....(insert name and/or description of the goods)..... having production facilities at .....(insert address of factory)..... do hereby authorize .....(insert name & address of Bidder)..... (hereinafter, the "Bidder") to submit a bid, and subsequently negotiate and sign the Contract with you against IFB for .....(insert name of the package alongwith the project name)..... including the above plant & equipment or other goods produced by us.~~

~~We hereby extend our full guarantee and warranty for the above specified goods offered supporting the supply by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that we and .....(insert name of the Bidder)..... have entered into a formal relationship in which, during the duration of the Contract (including warranty/defects liability). We, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.~~

For and on behalf of the Manufacturer

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of ..... (insert title of position or other appropriate designation).....

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

\_\_\_\_\_ (Common Seal).....

*Note 1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Manufacturer. It shall be included by the bidder in its bid.*

*2. Above undertaking shall be registered or notarized so as to be legally enforceable.*

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Work Completion Schedule)**

**Bidder's Name and Address (the Company) :**

To :

**Name:**

Sr.General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II  
Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

**Address:**

Dear Sir,

We hereby declare that the Delivery Schedule shall be followed by us for the subject Package i.e., .....(Insert Name of Package)..... in line with the provisions of the Bidding Documents.

**Date:**

Printed Name

:

**Place:**

Designation :



**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Guarantee Declaration)**

**Bidder's Name and Address (the Company) :**

**To :**

**Name:**

Sr. General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II  
Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

**Address:**

Dear Sir,

We conform that the equipments offered shall have minimum performance specified in Technical Specification. We further guarantee the performance/efficiency of the equipments in response to the Technical Specifications.

**Date:**

Printed Name

:

**Place:**

Designation :

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Information regarding Ex-employees of POWERGRID in our Organization)**

**Bidder's Name and Address (the Company) :** To :  
**Name:** Sr. General Manager(C&M)  
 Power Grid Corporation of India Ltd.,  
 Southern Region Transmission System-II  
**Address:** Near RTO Test Driving Track,  
 Singanayakanahalli, Yelahanka Hobli,  
 Bangalore-560064

Dear Sir,

We declare that we are aware of and have gone through the "Code of Business Conduct and Ethics for Senior Management Personnel"1 and "Code of Business Conduct and Ethics for Board Members"1 of POWERGRID (hereinafter referred to as the "Code of Conduct"). We further understand that as per the "Code of Conduct", Senior Management Personnel including Board Members, who have retired/resigned from POWERGRID, shall not accept any appointment or post, as detailed in the referred "Code of Conduct", within 1 year from the date of cessation of service/directorship unless approved by the Competent Authority

Accordingly, we hereby furnish the details of ex-employees of POWERGRID who had retired/resigned at the level of General Manager and above from POWERGRID and subsequently have been employed by us:

S No.	Name of the person with designation in POWERGRID	Date of Retirement/resignation from POWERGRID	Date of joining and designation in our organization

\*In case the date of joining in the bidder's organization of such ex-employee is within 1 year from the date of retirement/resignation from POWERGRID, No Objection Certificate/ approval from the Competent Authority must be furnished along with the bid or subsequent through clarification pursuant to ITB Clause 21.

In case of non-submission of No Objection Certificate/ approval of the Competent Authority, as required, We understand that POWERGRID shall deal with such cases as per its Policy and procedures in vogue, which may also result in rejection of our bid. We also confirm that POWERGRID shall be the sole judge in this regard.

We further declare that any misrepresentation or submission of false/forged documents/information in this regard shall be dealt with as per the provisions of the Integrity Pact and/or the Bidding Documents and/or POWERGRID's policy and procedures.

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

Note:

1. "Code of Business Conduct and Ethics for Senior Management Personnel" and "Code of Business Conduct and Ethics for Board Members" are available on POWERGRID's website <https://www.powergridindia.com>.

2. The information in similar format should be furnished for each partner of joint venture in case of joint venture bid.

3. In case bidder has furnished no details on ex-employees of POWERGRID or has left blank or has indicated '-' against the same, it shall be deemed that they have not employed any such person in their organization.

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Declaration regarding Social Accountability)**

**Bidder's Name and Address (the Company) :**

**Name:**

**Address:**

**To :**

Sr. General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II  
Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

Dear Sir,

We conform that we stand committed to comply to all requirements of Social Accountability Standards i.e., SA8000 (latest Standard available at [www.sa-intl.org](http://www.sa-intl.org)) and maintain the necessary records.

**Date:**

**Place:**

Printed Name

:

Designation :

**INTEGRITY PACT**

Between

**Power Grid Corporation of India Limited**

having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai,  
New Delhi - 110 016

hereinafter referred to as

**"POWERGRID",**

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**

POWERGRID intends to award, under laid-down organisational procedures,  
contract(s) \_\_\_\_\_ for

\_\_\_\_\_  
*[Insert the name of the package]*

\_\_\_\_\_ Package and Specification  
Number \_\_\_\_\_ . POWERGRID values full compliance with  
all

*[Insert Specification Number of the package]*



**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, POWERGRID 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 POWERGRID**

- (1) POWERGRID commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of POWERGRID, 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) POWERGRID will, during the tender process treat all Bidder(s) with equity, fairness **and reason**. POWERGRID 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) POWERGRID 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 POWERGRID 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, POWERGRID will inform its Chief Vigilance Officer and in addition disciplinary actions can be initiated under POWERGRID'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 POWERGRID'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 POWERGRID 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 POWERGRID.
  - 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, POWERGRID 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, POWERGRID may, after following due procedures, **ban /blacklist the Bidder/Contractor in line with POWERGRID'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, POWERGRID may revoke the **ban** prematurely.

#### **Section IV - Liability for violation of Integrity Pact**

- (1) If POWERGRID has disqualified the Bidder from the tender process prior to the award under Section III, POWERGRID is **entitled for forfeiture of the Bid Guarantee** under the Bid.
- (2) If POWERGRID has terminated the contract under Section III **or if POWERGRID is entitled to terminate the contract under Section III**, POWERGRID **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 POWERGRID's policies**.

#### **Section VI - Equal treatment to all Bidders/Contractors**

- (1) POWERGRID will enter into agreements with identical conditions as this one with all Bidders.
- (2) POWERGRID 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 POWERGRID 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 POWERGRID has substantive suspicion in this regard, POWERGRID will inform the Chief Vigilance Officer (CVO).

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

- (1) POWERGRID 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, POWERGRID, **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, POWERGRID.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of POWERGRID 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) POWERGRID will provide to the IEMs information as sought by him / **her** which could have an impact on the contractual relations between POWERGRID 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, POWERGRID and rescuse 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, POWERGRID and request the Chairman-cum-Managing Director, POWERGRID 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 POWERGRID and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to POWERGRID.
- (7) The IEM will submit a written report to the Chairman-cum-Managing Director, POWERGRID within 8 to 10 weeks from the date of reference or intimation to

him by POWERGRID and, should the occasion arise, submit proposals for correcting problematic situations.

- (8) If the IEM has reported to the Chairman-cum-Managing Director, POWERGRID, a substantiated suspicion of an offence under **PC/IPC Act**, and the Chairman-cum-Managing Director, POWERGRID 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, POWERGRID 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: Invitation for Bids and/or Clause ITB 9.3 : Bid Data Sheets of Conditions of Contract, 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 POWERGRID. The Arbitration 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 or judicial proceedings (arising out of the arbitral 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, . 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) \_\_\_\_\_  
**(For & On behalf of POWERGRID)**

(Signature) \_\_\_\_\_  
**(For & On behalf of Bidder/ Partner(s)  
of Joint Venture/ Contractor)**

(Office Seal)

(Office Seal)

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_

Witness 1 : \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 1 : \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 : \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness 2 : \_\_\_\_\_  
(Name & Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises)**

**Bidder's Name and Address (the Company) :** To :  
**Name:** Sr. General Manager(C&M)  
 Power Grid Corporation of India Ltd.,  
 Southern Region Transmission System-II  
**Address:** Near RTO Test Driving Track,  
 Singanayakanahalli, Yelahanka Hobli,  
 Bangalore-560064

Dear Sir,

We are furnishing the following details of Statutory Registration Numbers and details of Bank for electronic payment.

1	Name of the Supplier/ Contractor in whose favour payment is to be made	
2	Address with PIN Code and State	
	Registered Office:	
	Branch Office:	
	Correspondence Address:	
3a	Status - Company/others [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable]	
3b	Are you a MSE owned by SC/ST* entrepreneurs in line with Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 including subsequent amendment/notification/order (Indicate Yes/No)  Note: Documentary evidence is to be attached. Please refer remarks at the end of the attachment.	
3c	If 3(b) is 'Yes' please mention whether you are (Proprietary MSE/ Partnership MSE/ Private Limited Company) owned by SC/ST entrepreneurs	

3(d)	Are you a MSE owned by women in line with Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order 2018 including subsequent amendment /notification /order (Indicate Yes/No) Note: Documentary evidence is to be attached.	
4	Permanent Account (PAN) No.	
5	GSTIN Numbers	
I	GSTIN in the States/UT from where the supply of goods will take place	
	Name of the States/UT	GSTIN number
i)		
(ii)		
(iii)		
(iv)		
(v)		
(vi)		
II	GSTIN in the States/UT where the supply for services will take place (states where sites under the subject package is situated)	
	Name of the States/ UT	GSTIN number
(i)		
(ii)		
(iii)		
(iv)		
(v)		
(vi)		
6	PF Registration No. of the Company	
7	PF Regional Office covered (with Address)	
8	Name of Contact Person	
	Designation	
9	Telephone No(s)	
	Landline(s):	
	Mobile(s):	
	Email ID :	
10	Bank Details for Electronic Payment	
	Name of the Bank:	
	Address of Branch:	



	Account No.:	
	Type of Account: Saving Account / Current Account	
11	9 digit MICR code printed at bottom in middle, next to cheque no.	
12	IFSC (for RTGS)/NEFT Code (to be obtained from the Bank ) Sample Cancelled Cheque to be enclosed	

We hereby declare that the above information are true and correct and we agree that the payment on account of this Contract, in the event of award, be made in the above account maintained in the above mentioned Bank.

Remarks:

\*The definition of MSEs owned by SC/ST is as given under:

- a. In case of proprietary MSE, proprietor(s) shall be SC /ST.
- b. In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- c. In case of Private Limited companies, at least 51% share shall be held by SC/ST promoters.

Documentary evidence: Please provide scanned copy(ies) of the SC/ST certificate(s) issued by District Authority as applicable for SC/ST MSE category as per (a), (b) or (c) above.

**Date:**

Printed

Name :

**Place:**

Designation

:

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Additional Information)**

**Bidder's Name and Address (the Company) :** To :

**Name:** Sr. General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II

**Address:** Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

Dear Sir,

In support of the additional information required as per ITB Sub-Clause 9.3 (m) 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 12, 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(m)(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 (if applicable) and the extent of utilization as on date is/are enclosed, as per the following details:

Name of Bidder (Lead Partner)	
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 para 1.0, Authorization Letter(s) from the bidder (in case of JV bidder, (if applicable) from all the partners) addressed to the Banker(s), authorizing POWERGRID 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) Details of Provident Fund Code Number of the Bidder

Sl. No.	Name of Bidder	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 five years. A consistent history of awards involving litigation against the Bidder or any partner of JV (if applicable) may result in rejection of Bid. [Reference ITB clause 9.3(m)(ii)]

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

## 3.0 Details regarding previous transgressions of Integrity Pact

The bidder should provide detailed information on any transgression of Integrity Pact that occurred in the last 10 years with any other Public Sector Undertaking or Government Department or any other Company, in any country

3.1 Details regarding previous transgressions of Integrity Pact that occurred in the last 10 years

Year	Name of client	Details of Transgression of Integrity Pact by the bidder
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

4.0 OTHER INFORMATION

4.1 Current Contract Commitments of works

Bidders (individual firms or each partners of JV, if applicable) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Sl.no	Details of Contract	Value of outstanding work (Rs.)	Estimated completion date

4.2 Financial Data:

Figures Rs in \_\_\_\_\_

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

Date:

Printed Name :

Place:

Designation :

Attachment-14

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Declaration for tax exemptions, reductions, allowances or benefits)**

Page 25 of 40

**Bidder's Name and Address (the Company) :** To :

**Name:**

Sr. General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II  
Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

Dear Sir,

- 1 We confirm that we are solely responsible for obtaining following tax exemptions, reductions, allowances or benefits in respect of supplies under the subject package, in case of award. We further confirm that we have considered the same in our bid thereby passing on the benefit to POWERGRID while quoting our prices. In case of our failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will not compensate us.
  
- 2 We are furnishing the following information required by the Employer for issue of requisite certificate if and as permitted in terms of the applicable Govt. of India policies/procedures (in case of award):

S No.	Applicable Act, Notification No. and Clause Ref. No	Description of item on which applicable	Country of origin	Remarks, if any

(The requirements listed above are as per current Notification of Govt. of India indicated above. These may be modified, if necessary, in terms of the Notifications.)

**Date:**

Printed Name :

**Place:**

Designation :

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Declaration)**

**Bidder's Name and Address (the Company) :** To :  
**Name:** Sr. General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
**Address:** Southern Region Transmission System-II  
Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

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 except as mentioned in the Attachment - 4 (Alternative, Deviations and Exceptions to the Provisions) 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 POWERGRID. However, in case of any arithmetical errors, the same shall be governed as per the provision of ITB Sub-Clause 27.2 read in conjunction with BDS.

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

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Declaration of Key Managerial Person and Power of Attorney holder)**

Bidder's Name and Address: To: Sr. General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II  
Near RTO Test Driving Track,  
Singanayakanahalli,  
Yelahanka Hobli, Bangalore-560064

Dear Sir,

1. We confirm that the declarations made in our bid, particularly regarding eligibility/qualification data and documents submitted in our bid in support of the declarations, are true and correct to the best of our knowledge
2. We confirm that in support of meeting the Technical experience requirement, we have enclosed self-certified copy of Contract/ Award Letter and certificate from the utility for which the contract has been executed.
3. We shall furnish clarification to bid, if any sought by Purchaser. We understand that if we fail to rectify/furnish the requested documents if any, within 7 working days' notice, our bid is liable to be rejected.
4. 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 Purchaser 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 Bidding Document/Integrity Pact/Purchaser's policy.
5. Our annual manufacturing capacity as certified by a Chartered Engineer or similar Professional/ Professional body/Govt Agencies is:

----- (insert name of Equipment/Instrument/Goods offered/etc.) annum

*[Certificate from Chartered Engineer or similar Professional/ Professional body/Govt Agencies in the country of the bidder/proposed manufacturer is to be enclosed along with this Attachment. Annual manufacturing capacity of all the manufacturers to be furnished separately]*

6. Notwithstanding above, we also understand that the Bid Capacity/Manufacturing Capacity as declared hereinabove, shall be subject to assessment, if any, by the Purchaser, which shall be final and binding. We also confirm that the Purchaser 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 Purchaser's tenders in future as considered appropriate by Purchaser and our Bid Security/ 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.*

Supply and retrofitting of Numerical LBB relays at various substation of SR-II  
(Declaration regarding events encountered pursuant to ITB Clause 2.1)

**Bidder's Name and Address (the Company) :**

To :

**Name:**

Sr. General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II  
Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

**Address:**

Dear Sir,

- 1.0 In accordance with the relevant provisions of the bidding 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 Contractor's default	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
2.	Whether there was Encashment of CPG(s) due to non-performance	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
3.	Whether there was repeated failure of major Equipment(s) while in service*	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
4.	Whether substantial portion of works ( <u>more than 50% of the Contract**</u> ) is sub-contracted, under an existing Contract	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
5.	Whether more than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)	<input type="checkbox"/>	Yes <sup>@</sup>
		<input type="checkbox"/>	No

Note:

1. Information regarding events at Sl. No. 1 to 5 shall be furnished for events occurred during last one year under the contract(s) executed by you for POWERGRID (Owned as well as Consultancy)

\*2. In case POWERGRID has issued a letter in this regard wherein the firm has been put on hold from award of further contract(s) for a specified period and this specified period of hold is yet to expire, the bidder shall indicate "Yes" against this event.

\*\*3. For the purpose of working out 50% of the Contract, following shall be taken into account suitably:

(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.

(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder as illustrated below:

<b>Sl. No.</b>	<b>Type of Package/ Contract</b>	<b>Main aspect of the QR</b>	<b>Criteria for working out 50% of the Contract</b>
1.	Conductor/Insulator or Package	Manufacture & Supply	50% of the total supply of Conductor/Insulator under the Contract
2.	Tower Package	Construction of Transmission Line	50% of the total Transmission Line construction under the Contract
3.	Substation(AIS) Package	Construction of bays	50% of the total bays construction under the Contract
4.	Transformer/Reactor or	Manufacture & Supply	50% of the total supply of Transformer/Reactor under the Contract
5.	Substation(GIS) Package	Manufacture & Supply of GIS bays	50% of the total supply of GIS bays under the Contract

**The guiding principles as illustrated above shall be followed while dealing with other packages/contracts.**

④. Regarding Sl. No. 6, 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 Bidding Documents/Integrity Pact/Employer's policy.

Date:  
Place:

Printed Name :  
Designation :

Attachment-18

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II**  
(Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order **and MoP Order**, 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 local content)' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power** (hereinafter **MoP order**)

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/POWERGRID or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for \_\_\_\_\_ (*Enter the 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 and MoP order in the goods/services/works supplied by me for \_\_\_\_\_ (Enter the name of the package) \_\_\_\_\_ is ..... percent (%)**.

That the goods/services/works supplied by me for \_\_\_\_\_ (*Enter the name of the package*) \_\_\_\_\_ meet the 'Local Content' requirement as defined in the PPP-MII order **and MoP order for 'Class -I 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)/POWERGRID/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

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**'.
- 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/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be 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.>

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II**

(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, in line with PPP-MII order **and MoP order**, if applicable [*to be submitted on the letter head of the issuer.*])

Dear Sir,

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated **16/09/2020** [hereinafter, “PPP-MII Order”] issued by **Department for promotion of Industry and Internal Trade (DPIIT)**, Ministry of Commerce and Industry, Government of India,

**‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power [hereinafter, “MoP order”]**

and any subsequent modifications/ Amendments, if any.

In line with the provisions of the PPP-MII Order **and MoP Order**, M/s. ....[*Enter the name of the Bidder*] [hereinafter, “**Class-I Local Supplier**”] have submitted an Affidavit of self-certification to M/s. Power Grid Corporation of India Limited [hereinafter, POWERGRID] regarding Local Content in Goods/Services/Works to be supplied by the “**Class-I Local Supplier**” for \_\_\_\_ (*Enter the name of the package*) \_\_\_\_, wherein they have agreed to abide by the terms and conditions of the PPP-MII Order **and MoP Order**.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (**in the case of companies**) or a practicing cost accountant or practicing chartered accountant (**in respect of suppliers other than companies**) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the “**Class-I Local Supplier**” for \_\_\_\_\_ (*Enter the name of the package*) \_\_\_\_\_.

Accordingly, we, the Statutory Auditor(s) / Cost auditor of the “**Class-I Local Supplier**” a practicing cost accountant or practicing chartered accountant [*choose as applicable*], certify that the Local Content as defined under the PPP-MII **and MoP Order**, in the Goods/Service/Works to be supplied by the “**Class-I Local Supplier**” for **Supply and retrofitting of Numerical LBB relays at various substation of SR-II under Add-cap of NLC-II** is ..... percentage [*specify the percentage of Local content* ].

For and on behalf of,

Date:

<<Statutory Auditor's/ Cost auditor's/ Cost accountant's/ Chartered accountant's attestation>>

Firm Reg No. Membership No.

*Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by POWERGRID.*

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II**

**(Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA)**

**Bidder's Name and Address (the Company) :** To :  
**Name:** Sr.General Manager(C&M)  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II  
**Address:** Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

Dear Sir,

This has reference to the Terms & Conditions for the e-Reverse Auction mentioned in the GeM RA Rules for the package of **Supply, Installation and Commissioning of Premium Interventional Cardiology Cath Lab of OPTIS MOBILE OCT System with Integrated wireless FFR and RFR at Govt. Rajaji Hospital, Madurai.**

We confirm that:

- 1) The undersigned is authorized representative of the **Bidder**.
- 2) We have studied the e-Reverse Auction Terms & Conditions and RA Rules governing the e-Reverse Auction as mentioned in GeM portal (<https://gem.gov.in>) and confirm our agreement to them.
- 3) We understand that we shall get trained in **GeM portal (<https://gem.gov.in>)** regarding Rules related to e-Reverse Auction/ RA Rules to be adopted . We have further noticed that we at own discretion may ask for additional training to use the e-RA platform well in advance before start of the e-RA event by contacting the **GeM through portal (<https://gem.gov.in>)** at any suitable time.
- 4) We further re-confirm that within an hour of conclusion of e-Reverse Auction, we will submit confirmation of our final offered price in e-Reverse Auction including the break-up under individual head of the template [**i.e. Ex-works Price, GST for supply of etc., as applicable**] Further, unless other-wise stated in the above break-up, decrease in the price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedules. In case, there is any variation between our final price quoted in Reverse Auction and the signed document submitted by us after Auction, the first i.e. Closing Price in Auction, shall be taken as final offered price by us. We also confirm that we will not increase unit rate of any



item submitted in our original bid.

We hereby confirm that we will honor the Bids placed by us during the auction process.

Date :

Printed Name:

Place :

Designation:

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II.  
(Format for Affidavit of Self Certification regarding Domestic Value Addition in  
Iron & Steel Products 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 policy of Government of India issued vide Notification No: \_\_\_\_\_ dated 8<sup>th</sup> May 2017 **and its revision dated 29<sup>th</sup> May 2019 including subsequent amendments/ modifications, 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 agency (ies)/POWERGRID for the purpose of assessing the domestic value addition of **Iron & Steel Products supplied by us\*/supplied by us to .....** (Name of the bidder).....\* for manufacturing/supply of Goods for \_\_\_\_\_ (Enter the name of the package) \_\_\_\_\_; **Spec. No.:** \_\_\_\_\_

*\* Please delete whichever is not applicable*

That the domestic value addition for all inputs which constitute the said Iron & Steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies)/POWERGRID for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. \_\_\_\_\_ dated 8<sup>th</sup> May 2017 **and its revision dated 29<sup>th</sup> May 2019** wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies)/POWERGRID is hereby authorized to take action in line with the provisions of the Integrity pact/ Bidding Documents. **I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.**

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 Bidder  
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the Iron & Steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the Iron & Steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach value addition certificates from suppliers, if the input is not in-house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

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.>

**Supply and retrofitting of Numerical LBB relays at various substation of SR-II.**

**(Certification by the Bidder 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) in line with ITB 2.1)**

*(In case of a Joint Venture bid, the declaration/ certification shall be given by all partners of the Joint Venture)*

**Bidder's Name and Address (the Company) :**

**Name:**

**Address:**

To :

Sr. General Manager(C&M),  
Power Grid Corporation of India Ltd.,  
Southern Region Transmission System-II  
Near RTO Test Driving Track,  
Singanayakanahalli, Yelahanka Hobli,  
Bangalore-560064

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 the Bidding Documents** 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 Integrity Pact and/or Bidding Documents and/or POWERGRID's policy and procedures.

Date:

Place:

Printed Name:

Designation:

## OTHER IMPORTANT TERMS AND CONDITIONS

- 1) If the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer's tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate inter-alia considering bid submitted by the Bidder in future packages as non-responsive.
- 2) Bid Security shall be applicable in this Package. The Bidder shall submit as part of their bid, Bid Security (in Original) or Demand Draft for an amount of **Rs.6,58,871/-** or Online Payment Acknowledgement towards Bid Security or Documentary evidence in support of exemption of Bid Security.
- 3) Bidder's failure to submit an acceptable Bid Security along with the bid, shall lead to bid being considered non-responsive.
- 4) In case of dishonoring the conditions of Bid Security, the bids from such Bidders shall be considered as non-responsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect.
  - a) if the Bidder withdraws its bid during the period of bid validity i.e **06 Months**, specified by the Bidder in the Bid Form; or
  - b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration / confirmation made by him; or
  - c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid; or
  - d) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post - bid discussion; or
  - e) In the case of a successful Bidder, if the Bidder fails within the specified time limit
    - (i) to sign the Contract Agreement, or
    - (ii) to furnish the required performance security(ies).
- 5) No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder's bids in future packages being considered non-responsive.

- 6) The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid.  
At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and the bids submitted by such Bidder in future packages will be considered non-responsive.
- 7) In case the Contractor fails to submit the performance security within the duration stipulated in bidding document, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may consider the bid submitted by the Contractor in future packages as non-responsive and/or may terminate the Contract.
- 8) **Bidders may note that they have to quote amount for complete scope (i.e. Supply and retrofitting of Numerical LBB relays at various substation of SR-II) and offers for incomplete scope shall be rejected.**
- 9) The breakup of all costs in the format provided in Bill of Quantity (BoQ) shall be provided **after opening of price bids** by all bidders mandatorily through email to [ahabibullah@powergrid.in](mailto:ahabibullah@powergrid.in) / [amitverma@powergrid.in](mailto:amitverma@powergrid.in). Further, breakup of supply and services (installation) shall also be provided **after opening of price bids** (wherever applicable).
- 10) **Bidder shall NOT submit breakup before opening of price bids else it may lead to rejection of his bid.**

**SECTION - VI**

**FORMS AND PROCEDURES (FORMS)**

## **SAMPLE FORMS AND PROCEDURES (FORMS)**

### **Preamble**

This Section (Section -VI) 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 Contractor 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.

The Bidder shall provide the Bid Security, either in the form included hereafter or in another form acceptable to the Employer, pursuant to the provisions in the instructions to Bidders.

The Form of Contract Agreement shall be used unamended, except for the need to complete Article 1.1 (Contract Documents), as appropriate and as may be required to suit the specific requirement of the Contract. The form shall also include the Appendices listed, as required, which should be completed according to the instructions for their completion provided at the beginning of each Appendix. The Price Schedule deemed to form part of the contract shall be modified according to any corrections or modifications to the accepted bid resulting from price corrections, pursuant to the provisions of the Instructions to Bidders.

The Performance Security(ies) and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein or in another form acceptable to the Employer and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid, other specific agreement, if any, and the contract, the text of the Forms herein may need to be modified to some extent. The Employer reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/Contractor shall be effected only if the same is approved by the Employer. The Employer's decision in this regard shall be final and binding.



## **1. BID FORMS AND PRICE SCHEDULES**

### **1.1 Bid Form**

Please see Volume - III.

### **1.2 Price Schedule**

Please see Volume - III

## 2. BID SECURITY FORM

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)*

Bank Guarantee No.: .....

Date: .....

To: *(insert Name and Address of Employer)*

WHEREAS M/s. .... *(Insert name of Bidder)*..... having its Registered/Head Office at ..... *(Insert address of the Bidder)* ..... (Hereinafter called "the Bidder" **which expression shall include its successors, administrators, executors and assigns**) has submitted its Bid for the performance of the Contract..... under **Specification No.**..... (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE.....*(insert name & address of the issuing bank)* ..... having its Registered/Head Office at .....*(insert address of registered office of the bank)*..... (hereinafter called "the Bank" **which expression shall include its successors, administrators, executors and assigns**), are bound unto .....*(insert name of Employer)*..... (hereinafter called "the Employer") in the sum of .....*(insert amount of Bid Security in figures & words)*..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of ..... 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment - Declaration of the Bid; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2; or

- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or
- (5) In the case of a successful Bidder, if the Bidder fails within the specified time limit
  - (i) To sign the Contract Agreement, in accordance with ITB Clause 34, or
  - (ii) To furnish the required performance security, in accordance with ITB Clause 35.
 or
- (6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including ..... (*insert date in line with ITB Clause 13*)....., and any demand in respect thereof must reach the Bank not later than the above date.

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. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.

2. 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*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758.”

**3. 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 ITB clause 16.3 in BDS 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.”***

**3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK**  
*(Applicable for Forfeiture of Bank Guarantee)*

To: *(insert Name and Address of the issuing Bank)*

Ref.: Forfeiture of Bid Security Amount against Bank Guarantee No. ....  
dated ..... for ....., issued by you on behalf of M/s..... *(insert name of the Bidder)* .....

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour for ..... as Bid Security for the bid submitted by M/s.....*(insert name of the Bidder)* ..... against .... *(insert name of the Package)*.....; Specification No. ....

As per the terms of the said guarantee, the bank has guaranteed and undertaken to pay immediately on demand by the Employer the amount of.....without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Bid Security amount to .... *(insert name of the Employer)* ..... owing to the occurrence of the condition referred to at Sl. No. .... The Bank is requested to remit the full guaranteed sum .....towards proceeds of the bid security in the form of Demand Draft in favour of ' .... *(insert name of the Employer)* .....', payable at ....*(insert place of the Employer)*....'.

Thanking you,

For..... (Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:  
.....*(Registered Office of the Bank)*....

**3b. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK**  
*(Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)*

To: *(insert Name and Address of the issuing Bank)*

Ref.: Conditional Claim against Bank Guarantee No. .... dated .....  
for ..... valid up to ..... issued by you on behalf of M/s.  
.....*(insert name of the Bidder)* .....

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour on behalf of M/s. ....*(insert name of the Bidder)* ....., who have submitted this Bank Guarantee to us towards Bid Security against .... *(insert name of the Package)*.....; Specification No. ....

We, ..... *(insert name of the Employer)*..... do hereby request you to lodge our claim/demand against the subject Bank Guarantee for full guaranteed sum. Kindly note that this claim/demand against the subject Bank Guarantee is without any further notice in case the amendment to Bank Guarantee No .....dated ..... extending its validity upto ..... is not got arranged by .....*(insert name of the Bidder)* ..... in our favour and are not received by us upto ..... In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this Bank Guarantee shall be forwarded to us in form of demand draft in favour of '.... *(insert name of the Employer)* ....., payable at ....*(insert place of the Employer)*....'.

This is without prejudice to our right under this guarantee and under the law.

Thanking you,

For..... (Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:  
*(insert Name and Address of the Bidder)*

- You are requested to do the needful so that the amendment to the subject Bank Guarantee extending the validity up to ..... is received by us by .....

#### 4. FORM OF CONTRACT AGREEMENT

**[Alternative - a]**

SUPPLY OF GOODS CONTRACT AGREEMENT BETWEEN ..... (Name of Employer) ..... AND M/s. .... (Name of Contractor) ...../JOINT VENTURE (JV) OF M/s. .... (Name of Lead Partner).... (THE LEAD PARTNER OF THE JV) AND M/s. ....(Name of Other Partner)..... (THE PARTNER OF THE JV) [Use as applicable]

THIS CONTRACT AGREEMENT No .....(also referred to as 'Ex-Works Supply Contract/the First Contract') is made on the ..... day of ..... 20.....

BETWEEN

(1) ..... (Name of Employer)..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at.....(registered address of the Employer) ..... and its Corporate Office at .....(address of the Employer)..... (hereinafter called "the Employer" and also referred to as " .....(insert abbreviated name of the Employer) ..... ")

and

(2) M/s ..... (Name of Contractor)....., a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at ..... (Address of Contractor) ..... and Registered Office at ..... (Registered address of Contractor) ..... (hereinafter called "the Contractor" and also referred to as " .....(insert abbreviated name of the Contractor) ..... ")

**or**

Joint Venture (JV) of M/s ..... (Name of Lead Partner) ..... (the Lead Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at .....(Address of Lead Partner) ..... and Registered Office at .....(Registered address of Lead Partner) ..... and M/s ..... (Name of Other Partner) ..... (the Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at .....(Address of Other Partner) ..... and Registered Office at .....(Registered address of Other Partner) ..... (hereinafter called "the Contractor" and also referred to as "Joint Venture" /the 'JV'")  
(Applicable only in case of Joint Venture)

WHEREAS the Employer desires to engage the Contractor for the Ex-works supply of all equipment and materials including Type Testing to be conducted inter-alia



including ..... (*Indicate brief scope of work*) ..... for the complete execution of the ..... (*insert name of Package alongwith name of the Project*)..... as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

#### Article 1. Contract Documents

##### 1.1 Contract Documents (Reference GCC Clause 2.2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

##### VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. .... dated .....

##### VOLUME - B

3. "Bidding Documents" comprising of the following:
  - (a) Volume -I of Bidding Documents (Document Code No.: .....), read in conjunction with Amendments .... to ..... to the Bidding Documents.
  - (b) Volume -II of Bidding Documents (Document Code No.: ..... ) comprising of Technical Specifications.

##### VOLUME - C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of .....(amount in words) ..... (.....(amount in figures)..... ), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

Sl. No.	Price Component	Amount
1.	Ex-Works Price Component	
2.	Type Test Charges (if applicable)	
Total for Supply of Goods Contract		

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference GCC Clause 8)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from .....

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

- Appendix 1 Terms and Procedures of Payment
  - Appendix 2 Price Adjustment
  - Appendix 3 Insurance Requirements
  - Appendix 4 Time Schedule
  - Appendix 5 List of Approved Subcontractors
  - Appendix 6 Scope of Works and Supply by the Employer
  - Appendix 7 Contract Co-ordination Procedure
  - Appendix 8^ Summary of Detailed Price Break-up
  - Appendix 8A^ Detailed Price Break-up of..... Price
  - Appendix 8B^ Detailed Price Break-up of..... Charges
- [^ to be appended at the Stage of Contract Award.]

Article 5.

The Contract Agreement No. .... has also been made on the ..... day of ..... 20...., between the Employer and the Contractor for the Supply of Services Contract (hereinafter referred to as the "Second Contract") for the subject package which includes performance of all the services interalia including ..... (Indicate brief scope of work).....for the complete execution of the ..... (insert name of Package alongwith name of the Project).....

Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the facilities by the Employer as per the requirements stipulated in the

Contract. It is expressly understood and agreed by the Contractor that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the 'Second Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'First Contract' as well. However, such breach or default or occurrence in the 'Second Contract' shall not automatically relieve the Contractor of any of its responsibility/ obligations under this 'First Contract'. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under this 'First Contract' when installed and commissioned by the Contractor under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

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

Signed by for and  
on behalf of the Employer

Signed by for and  
on behalf of the Contractor

.....  
Signature

.....  
Signature

.....  
Title

.....  
Title

in the presence of

in the presence of

**5. FORM OF CONTRACT AGREEMENT**

*[Alternative - b]*

SUPPLY OF SERVICES CONTRACT AGREEMENT BETWEEN ..... (*Name of Employer*) ..... AND M/s. .... (*Name of Contractor*) ...../JOINT VENTURE (JV) OF M/s. .... (*Name of Lead Partner*).... (THE LEAD PARTNER OF THE JV) AND M/s. ....(*Name of Other Partner*)..... (THE PARTNER OF THE JV) [*Use as applicable*]

THIS CONTRACT AGREEMENT No..... (also referred to as 'Services Contract/the Second Contract') is made on the ..... day of ..... 20.....

BETWEEN

(1) ..... (*Name of Employer*)..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at.....(*registered address of the Employer*) ..... and its Corporate Office at.....(*address of the Employer*)..... (hereinafter called "the Employer" and also referred to as " .....(*insert abbreviated name of the Employer*) ..... ")

and

(2) M/s ..... (*Name of Contractor*)....., a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at ..... (*Address of Contractor*) ..... and Registered Office at ..... (*Registered address of Contractor*) ..... (hereinafter called "the Contractor" and also referred to as " .....(*insert abbreviated name of the Contractor*) ..... ")

**or**

Joint Venture (JV) of M/s ..... (*Name of Lead Partner*) ..... (the Lead Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at .....(*Address of Lead Partner*) ..... and Registered Office at .....(*Registered address of Lead Partner*) ..... and M/s ..... (*Name of Other Partner*) ..... (the Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at .....(*Address of Other Partner*) ..... and Registered Office at .....(*Registered address of Other Partner*) ..... (hereinafter called "the Contractor" and also referred to as "Joint Venture" /the 'JV'")  
(*Applicable only in case of Joint Venture*)

WHEREAS the Employer desires to engage the Contractor for providing all the services inter-alia including ..... (*Indicate brief scope of work*)

..... for the complete execution of the ..... (*insert name of Package along with name of the Project*)..... as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

#### Article 1. Contract Documents

##### 1.1 Contract Documents (Reference GCC Clause 2.2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

##### VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. .... dated .....

##### VOLUME - B

3. "Bidding Documents" comprising of the following:
  - (a) Volume -I of Bidding Documents (Document Code No.: .....), read in conjunction with Amendments .... to ..... to the Bidding Documents.
  - (b) Volume -II of Bidding Documents (Document Code No.: ..... ) comprising of Technical Specifications.

##### VOLUME - C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

##### 1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of .....(*amount in words*) ..... (*amount in figures*)..... ), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

Sl. No.	Price Component	Amount
1.	Local Transportation, In-transit insurance, loading, unloading Charges	
2.	Installation Services	
3.	Training Charges (if applicable)	
Total for Supply of Services Contract		

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference GCC Clause 8)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from .....

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

- Appendix 1 Terms and Procedures of Payment
  - Appendix 2 Price Adjustment
  - Appendix 3 Insurance Requirements
  - Appendix 4 Time Schedule
  - Appendix 5 List of Approved Subcontractors
  - Appendix 6 Scope of Works and Supply by the Employer
  - Appendix 7 Contract Co-ordination Procedure
  - Appendix 8^ Summary of Detailed Price Break-up
  - Appendix 8A^ Detailed Price Break-up of..... Price
  - Appendix 8B^ Detailed Price Break-up of..... Charges
- [^ to be appended at the Stage of Contract Award.]

Article 5.

The Contract Agreement No. .... has also been made on the ..... day of ..... 20...., between the Employer and the Contractor for the Supply of Goods Contract (hereinafter referred to as the "First Contract") for the subject package which includes Ex-works supply of all equipment and materials including Type Testing to be conducted interalia including ..... (Indicate brief scope of work) ..... for the complete execution of the ..... (insert name of Package alongwith name of the Project).....

Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the facilities by the Employer as per the requirements stipulated in the



Contract. It is expressly understood and agreed by the Contractor that any default or breach under the 'First Contract' shall automatically be deemed as a default or breach of this 'Second Contract' also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the 'First Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'Second Contract' as well. However, such breach or default or occurrence in the 'First Contract' shall not automatically relieve the Contractor of any of its responsibility/ obligations under this 'Second Contract'. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under the 'First Contract' when installed and commissioned by the Contractor under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

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

Signed by for and  
on behalf of the Employer

Signed by for and  
on behalf of the Contractor

.....  
Signature

.....  
Signature

.....  
Title

.....  
Title

in the presence of

in the presence of

*(Separate Contract Agreements shall be executed by the Employer and the Contractor in accordance with the Construction of the Contract stipulated at BDS Clause [ITB 30.4]. The forms of Contract i.e., both a & b shall be used).*

## TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 8 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. The Contractor may make applications for payment in respect of part deliveries as work proceeds.

### 1. TERMS OF PAYMENT

In addition to the Conditions stipulated under GCC Clause 8, the following terms & Conditions will apply.

#### 1.1 Supply Portion

- A. It would be mandatory for contractor to submit Performance Securities in line with GCC Clause 9.3 within twenty eight (28) days of issuance of NOA.

**\*Alternatively, Security deposit shall be deducted from the running bill @03% until the amount so deducted equals the value of Security deposit, i.e. 03% of the contract price. In such case Earnest Money deposit shall be released only after deduction of full security deposit from running bill.**

#### B Progressive Payment

Payment of the Ex-works price of Main Equipment/ materials for each consignment shall be made progressively on certification of the Employer and on the basis of work performed using the following guidelines:

- B.1 **Ninety percent (90%)** of the Ex-Works price component of Main Equipment/Materials along with 100% F&I Charges along with applicable taxes and duties shall be paid progressively after certification of receipt of material at site in good conditions by POWERGRID and on submission of
- (a) Unconditional acknowledgment of PO
  - (b) Original GST invoice in Triplicate
  - (c) Manufacturer's/Contractor's guarantee certificate of Quality
  - (d) Receipted LR, Delivery Challan & Packing List and MRC
  - (e) Certificate for Freight & Insurance
  - (f) Factory Test Reports/Inspection Certificates for the material supplied
  - (g) Joint verification with the contractor & Certification from the Consignee that all the materials are received in good condition at site and the items are as per the BOQ/BOM.
  - (h) Valid CIP/MICC from POWERGRID

(i) Contract Performance Guarantee\*

**B.2 The balance 10% payment for supply portion & 100% payment for service portion shall be paid upon successful installation, testing & commissioning & taking over by the consignee.**

**1.2 Supply of Services Portion:**

**\*Inland Transportation, In-transit insurance, Loading & unloading Charges**

Inland transportation and In-transit insurance charges shall be paid to the Contractor on pro-rata basis, as per the unit rates indicated in the Contract Agreement, after receipt of materials/items at site and on presentation of the **Bill of supply or any other documents prescribed under GST Law** alongwith supporting documents by the Contractor. However, these charges will be subject to a limitation that the aggregate of all invoices does not exceed the total amount indicated in the Contract Agreement.

**1.3 Supply of Services Portion:**

**\*Hundred percent (100%)** shall be paid on Successful completion of erection, testing and commissioning of equipment and materials and issuance of Taking Over Certificate.

Further, one of the conditions for release of payment / subsequent payment shall be submission of 'Safety Plan' alongwith all requisite documents in line with GCC clause on Safety Precaution and proforma provided in this Section - Sample Forms and Procedure and approval of the same by the Engineer In-Charge.

**1.4 Payment towards Taxes and Duties**

Taxes and duties applicable as per Indian Tax laws, **concerning Supply of Goods and Services** in respect of transaction between the Employer and the Contractor, **shall be reimbursed by the Employer as follows:**

- (a) **In case of Ex-works supply of goods, GST shall be reimbursed along with progressive payment on dispatch.**
- (b) **In case of Installation, the GST shall be reimbursed along with Progressive payment on completion of Erection activity.**

**All GST payment shall be against GST invoices/debit notes raised by the Contractor as 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/debit note 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/debit note. Reimbursement of GST payment against Advance payment shall be against proforma invoice(s). Further, the Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law. Payment towards taxes & duties shall be released by the Employer directly to the Contractor.**

## **2. PAYMENT PROCEDURES**

### **2.1 Method of Payment**

The Employer shall make payments promptly within thirty (30) days of submission of an invoice/claim by the Contractor, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.

All payments to be made directly to the Contractor shall be made by the Employer through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract. However, a request for payment to be released through cheque shall be considered on case to case basis and merit of the same.

Note: Pro-rata shall refer to functionally complete part(s) of the facilities, for which unit rates are identified in the contract.

### **2.2 Bill Tracking System**

Prior to submission of bills in physical form, the Contractor shall submit its bills using POWERGRID's Vendor Bill Tracking System as per procedure detailed herein below. Further, the Contractor may also track the status of its

bills using POWERGRID's 'On-line Vendor Bill Tracking System'. To use this system the Contractor is required to get itself registered once online at POWERGRID's ERP Portal with the link URL (<https://etender.powergrid.in>). Once registered, the Contractor may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office(s) under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

- a) Once registered, the Contractor can log-in to POWERGRID's Vendor Bill Tracking System (BTS) with Vendor Log-In ID and Password.
- b) After login as at (a) above, Contractor is required to make the entry on POWERGRID's ERP Portal under the tab "Submit New Invoice" and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Contractor will receive an automated e-mail forwarding the unique BTS number.
- c) The physical bills alongwith printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Contractor.

- d) After creation of BTS ID, in Bill Tracking System(BTS), the hard copy of all bills / Invoices shall be submitted to

POWERGRID Payment Processing and Facilitation Center (PPPFC),  
Central Receipt Section,  
Power Grid Corporation of India Ltd.  
Near RTO Driving Test Track, Singnayakanahalli  
Yelahanka - Dodaballapur Road  
Yelahanka Hobli, Bengaluru - 560064 (Karnataka)

- e) The soft copy of the documents need to be attached to the BTS by the Vendor. Payment shall be released directly to the supplier/contractor by PPPFC, Bengaluru

- a) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Contractor intimating that the physical copy of the bill has been received and is under verification / processing. However, on receipt of incomplete bill and/or non-receipt of physical bill by POWERGRID

official, the incomplete bills/ digital entry in BTS (as the case may be) shall be returned to the Contractor by POWERGRID, which can be viewed under the tab "Invoice Returned".

- b) The day the payment is made, a mail stating the "Bill number, net payment amount and details of the bank from where the payment has been made" will be sent to the Contractor.
- c) The status of Bill submitted by the Contractor can be checked through the BTS number under tab "Invoice Submitted".

**PRICE ADJUSTMENT**

**Firms and Fixed**

**INSURANCE REQUIREMENTS**

A) Insurances to be taken out by the Contractor

In accordance with the provisions of GCC Clause 30, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities under the provisions of GCC Clause 30. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer's inability as aforesaid.

(a) Marine Cargo Policy/Transit Insurance Policy:

(I)(i) Marine Cargo policy for imported equipment

The Contractor shall take the Marine Cargo Policy for Plant and Equipment including mandatory Spares to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Plant and Equipment including mandatory Spares. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. The policy shall cover all risk for loss or damage that may occur during transit of Plant and Equipment including mandatory Spares from the Contractor/sub-Contractor's works or stores until arrival at project's warehouse/ store at final destination. Institute Cargo Clause (ICC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

(I)(ii) Transit Insurance Policy for indigenous equipment

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) 'A' along with Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.



Amount	Deductible Limits	Parties insured	From	To
120% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Plant and Equipment including mandatory Spares to be supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate and 120% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable.	Nil	Contractor & Employer	Mfrs warehouse	Project's warehouse store at final destination

- (II) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.
- (III) The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Employer as jointly Insured in the endorsements to the open policy.

(b) Erection All Risk Policy/Contractor All Risk Policy:

- (I) The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.

Amount	Deductible limits	Parties insured	From	To
105% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Plant and	<b>Minimum deductible as per Tariff</b>	Contractor & Employer	Receipt at site of first lot of the Plant and Equipment	Up to Operational Acceptance

<p>Equipment including mandatory Spares to be supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate and 105% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable. and 100% of erection price component</p>	<p><b>Advisory Committee guidelines*</b></p>		<p>including mandatory Spares</p>	
---	--	--	-----------------------------------	--

\* *The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account*

- (II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.

- (III) The following add-on covers shall also be taken by the Contractor:
- i) Earthquake
  - ii) Terrorism
  - iii) Escalation cost (approximately @10% of sum insured on annual basis)
  - iv) Extended Maintenance cover for Defect Liability Period
  - v) Design Defect
  - vi) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than Rs.100 crores, cover for offsite storage/fabrication (over Rs.100 crores).
- (IV) *Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover:*

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and

installation of the Facilities.

Amount	Deductible limits	Parties insured	From	To
<ul style="list-style-type: none"> <li>For projects upto Rs. 100 crores, the third party liability limit shall be 10% of the project value for single occurrence/ multiple occurrences in aggregate during the entire policy period.</li> <li>For projects from Rs. 100 crores to Rs. 500 crores, the third party liability limit shall be Rs. 10 crores for single occurrence/multiple occurrences in aggregate during entire policy period. For projects of more than Rs.500 crores, the third party liability limit shall be Rs. 25 crores for single occurrence/ multiple occurrences in aggregate during entire policy period.</li> </ul>	<p><b>Minimum deductible as per Tariff Advisory Committee guidelines*</b></p>	Contractor/ Sub-contractor	Receipt at site	Upto Defect Liability Period.

\* *The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account*

- (V) As per GCC Clause 30.8, the cost of insurance premium is to be reimbursed to the Contractor for Owner Supplied Materials (OSM) for which the insurer is to be finalized by the Contractor as detailed therein. Alternatively, the Contractor may take a single policy covering the entire cost of the project including the cost of OSM. For this purpose, the Contractor shall submit documentary evidence for the premium paid for the entire project to the Employer and Employer shall reimburse to the Contractor the proportion of premium equal to value of OSM to total sum insured.

If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

(c) Automobile Liability Insurance

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy(own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(d) Workmen Compensation Policy:

(I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.

(II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

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

(III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

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

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

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1, except for the Third Party Liability, Workmen Compensation Policy Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1 except for the Cargo Insurance During Transport, Workmen Compensation Policy Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

B) Insurances to be taken out by the Employer

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

Amount	Deductible limits	Parties Insured	From	To
_____ NIL _____				

-- End --

### TIME SCHEDULE

1. The Work Completion Schedule shall be as follows:

Activities	Duration from the effective date of Contract
Taking Over by the Employer upon successful Completion of:	
<b>Supply and retrofitting of Numerical LBB relays at various substation of SR-II</b>	<b>11 (Eleven) Months from the date of Notification of Award/ Letter of Award</b>

- 1.1 The Employer reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.
- 1.2 The successful Bidder shall be required to prepare detailed Network(s) and project implementation plans & programmes and finalise the same with the Employer as per the requirement specified in Technical Specifications, which shall form a part of the Contract.
- 1.3 Time for Completion is the essence of Contract.

**LIST OF APPROVED SUBCONTRACTORS**

Prior to award of Contract, the following details shall be completed indicating those sub-contractors proposed by the Bidder by Attachment to its bid that are approved by the Employer for engagement by the Contractor during the performance of the contract.

The following Subcontractors are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 15.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Item of Facilities	Approved Subcontractors	Nationality

*Further, erection portion of the contract shall not be subcontracted without the prior approval of the Employer. However, such approval shall not be necessary for engaging labour.*

**SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER**

The following personnel, facilities, works and supplies will be provided/supplied by the Employer, and the provisions of GCC 6, 16, 17 and 20 as well as Employer responsibilities stated in technical specifications shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub-Clause 14.2.

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

Personnel Charge to Contractor - None

.....NIL.....

Facilities Charge to Contractor - None except as noted

Electricity and Water Charge to Contractor - as noted

The Contractor shall be entitled to use for the purposes of the facilities such supplies of electricity and water as may be available on the Site and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer at the applicable tariff plus Employer's overheads, if any, for such use. Where such supplies are not available, the Contractor shall make his own arrangement for provision of any supplies he may require.

Works Charge to Contractor - None

.....NIL.....

Supplies Charge to Contractor - None

.....NIL.....



**6. PERFORMANCE SECURITY FORM**

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

Bank Guarantee No. ....

Date.....

NOA/Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") **signed on** .....(*insert date of the Contract*)..... **between you and M/s** ..... (*Name of Contractor*) .....,

**(or)**

**vide notification of award issued on** ..... (*insert date of the notification of award*)....**by you to M/s** ..... (*Name of Contractor*).....,

having its Principal place of business at .....(*Address of Contractor*)  
..... and Registered Office at .....(*Registered address of Contractor*)  
..... ("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 Contractor/Associate for those Contracts awarded to them]

**Or**

We refer to the Contract ("the Contract")

**Signed on**.....(*insert date of the Contract*)..... **between you and M/s**  
..... (*Name of Contractor*) .....,

**(OR)**

**vide notification of award issued on.....(insert date of the notification of award)..... by you to M/s ..... (Name of Contractor).....,**

having its Principal place of business at .....(Address of Contractor) ..... and Registered Office at .....(Registered address of Contractor) ..... ("the Contractor") and the Contract ("the Contract") signed on .....(insert date of the Contract)..... between you and M/s ..... (Name of Associate)....., having its Principal place of business at .....(Address of Associate) ..... and Registered Office at .....(Registered address of Associate) ....., the Associate of the Contractor for executing the Facilities 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 to be issued by Contractor against those Contracts awarded to their Associate]

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., three percent (03%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ..... (dd/mm/yy).

**or**

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., three percent (03%) of the Contract Price **until 60 months** 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 Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of

any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of ..... (dd/mm/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.

Or

**This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 60 months i.e. upto and inclusive of ..... (dd/mm/yy) and shall be extended from time to time for such period, as may be desired by M/s. .... on whose behalf this Letter of Guarantee has been given.**

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

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

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

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

“Notwithstanding anything contained herein:

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

For and on behalf of the Bank

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

POA Number \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

Fax Number \_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

**Witness:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

**Note :**

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. 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*]:  
  
*"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."*
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 GCC clause 9.4 in SCC 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."***

7. FORM OF TAKING OVER CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated ..... relating to the ..... (*insert brief description of the Facilities*)..... we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

- 1. Description of the Facilities or part thereof .....  
.....
- 2. Date of Completion :.....

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title  
(Project Manager)

**8. FORM OF AUTHORISATION LETTER**

Ref. No:

Date :

To

M/s.....  
.....  
.....

REF.: Contract No. .... dated ..... for .....  
awarded by ....(*insert name of the Employer*).....

Dear Sir,

Kindly refer to Contract No. .... dated.....for  
..... You are hereby authorised on behalf of ..... (*Name of Employer*)  
..... a company incorporated under the laws of Companies Act 1956  
and having its Registered Office at .....(*registered address of the Employer*)  
..... and its Project at ..... to take physical delivery of  
materials/equipments covered under Dispatch Document/Consignment Note No.  
.....\*..... dated .....and as detailed in the enclosed schedule for the sole  
purpose of successful performance of the aforesaid contract and for no other purpose,  
whatsoever.

(Signature of Project Authority)\*\*

Designation.....

Date.....

Encl: As Above.

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\*\* To be signed not below the rank of Manager.

\* Mention LR/RR No.

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

Sl. No.	Contract Name	NOA No./ CA No.	Description of Materials/ Equipments	Spec. No.	Qty.	Value	Remarks

(Signature of the Project Authority)

(Designation) .....

(Date) .....



**9. FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED**

We M/s. ....(*insert name of the Contractor*) ..... having our Principal place of business at ..... having been awarded a Contract No. .... dated ..... for ..... (*insert Package name alongwith name of the Project*)..... by .....(*insert name of the Employer*) .....

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of ..... (*insert name of the Employer*)..... The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/institution(s)/Banks.

For M/s .....  
(*Contractor's Name*)

Dated : .....

(AUTHORISED SIGNATORY)

Place : .....

SEAL OF COMPANY

10. FORM OF EXTENSION OF BANK GUARANTEE

Ref. No.....

Dated:.....

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

Dear Sirs,

Sub.: Extension of Bank Guarantee No. .... dated.....for ..... issued to you on behalf of M/s ..... (insert name of the Contractor) ..... in respect of Contract No. .... dated ..... for ..... (insert name of the Package alongwith the Project name)..... (hereinafter called original Bank Guarantee).

At the request of M/s..... (insert name of the Contractor) ....., We .....(insert name & address of the issuing bank) ....., a Bank organized under the laws of ..... and having its Registered/Head Office at ..... (insert address of registered office of the bank) ..... do hereby extend our liability under the above-mentioned Guarantee No. .... Dated ..... for a further period of ..... Years/Months from ..... to expire on ..... Except as provided above, all other terms and conditions of the original Bank Guarantee No. .... dated..... shall remain unaltered and binding.

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature \_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

**Note :**

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

**11. FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/s. \_\_\_\_\_ (*insert Name & Address of the Contractor*) \_\_\_\_\_ who have submitted their bid to .....(*insert name of the Employer*)..... against their tender specification Vide ref. No. .... for.....(*insert name of the package alongwith the project name*) ..... is our customer for the past .....years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

<b>Sl. No.</b>	<b>Type of Facility</b>	<b>Sanctioned Limit as on Date</b>	<b>Utilisation as on Date</b>

This letter is issued at the request of M/s. \_\_\_\_\_.

Signature \_\_\_\_\_

Name of Bank \_\_\_\_\_

Name of Authorised Signatory \_\_\_\_\_

Designation \_\_\_\_\_

Phone No. \_\_\_\_\_

Address \_\_\_\_\_

SEAL OF THE BANK

**12. FORM OF OPERATIONAL ACCEPTANCE**

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated ..... relating to the ..... (*insert brief description of the Facilities*)..... we hereby notify you that the we System tests and Acceptance tests of the following part(s) of the Facilities were satisfactorily completed on the date specified below :

1. Description of the Facilities or part thereof .....  
.....
2. Date of Operational Acceptance :.....

This letter does not relieve you of your obligation during the Defects Liability Period and Latent Defect warranty.

Very truly yours,

Title  
(Project Manager)

FORM No. 13

FORM OF SAFETY PLAN TO BE SUBMITTED BY THE CONTRACTOR WITHIN THIRTY DAYS OF AWARD OF CONTRACT

[TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER WORTH RS. TWENTY ONLY]

SAFETY PLAN

THIS SAFETY PLAN is made this ..... day of ..... 20 by ..... a Company registered under the Companies Act, 1956 or 2013, as the case may be/Partnership firm/proprietary concern having its Registered Office at .....[to be modified suitably for JV Contractor] (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) for approval of .....(insert name of the Employer)....., a company incorporated under the Companies Act, 1956 having its Registered Office at (insert registered address of the Employer)..... for its Contract for ..... (insert package name, project name alongwith Specification number of the Contract).....

WHEREAS .....(abbreviated name of the Employer)..... has awarded to the Contractor the aforesaid Contract vide its Notification of Award/Contract No. .... dated .....and Amendment No ..... (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which the Contractor is required to submit 'Safety Plan' alongwith certain documents to the Engineer In-Charge/Project Manager of the Employer within Sixty (60) days of Notification of Award for its approval.

NOW THEREFORE, the Contractor undertakes to execute the Contract as per the safety plan as follows:

1. THAT the Contractor shall execute the works as per provisions of Bidding Documents including those in regard to Safety Precautions / provisions as per statutory requirements.
2. THAT the Contractor shall execute the works in a well planned manner from the commencement of Contract as per agreed mile stones of work completion schedule so that planning and execution of construction works goes smoothly and consistently through out the contract duration without handling pressure in last quarter of the financial year/last months of the Contract and the shall be finalized in association with POWERGRID Engineer In-charge/Project Manager from time to time as required.

3. THAT the Contractor has prepared the safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site, which is enclosed at **Annexure - 1A (SP)** for acceptance and approval of Engineer In-charge/Project Manager. The Contractor shall ensure that on approval of the same from Engineer In-charge/Project Manager , the approved copies will be circulated to Employer's personnel at site [Supervisor(s)/Executive(s)] and Contractor's personnel at site [Gang leader, supervisor(s) etc.] in their local language / language understood by gang.

THAT the Contractor has prepared minimum manpower deployment plan, activity wise as stated above, which is enclosed at **Annexure - 1B (SP)** for approval of Engineer In-charge/Project Manager.

4. THAT the Contractor shall ensure while executing works that they will deploy minimum 25% of their own experienced work force who are on the permanent roll of the company and balance 75% can be a suitable mixed with the hired gangs / local workers / casual workers if required. The above balance 75% work force should be provided with at least 10 days training by the construction agencies at sites and shall be issued with a certificate. No worker shall be engaged without a valid certificate. Hired gang workers shall also follow safe working procedures and safety norms as is being followed by company's workmen. It should also be ensured by the contractor that certified fitters who are climbing towers / doing stringing operations can be easily identifiable with a system like issue of Badge / Identification cards (ID cards) etc. Colour identification batches should be worn by the workers. Contractor has to ensure that inexperience workers / unskilled workers should not be deployed for skilled job.
5. THAT the Contractor's Gang leader / Supervisor / Senior most member available at every construction site shall brief to each worker daily before start of work about safety requirement and warn about imminent dangers and precautions to be taken against the imminent dangers (Daily Safety Drill). This is to be ensured without fail by Contractor and maintain record of each gang about daily safety instructions issued to workers and put up to POWERGRID site In-charge for his review and record.
6. THAT the Contractor shall ensure that working Gangs at site should not be left at the discretion of their Gang Leaders who are generally hired and having little knowledge about safety. Gang leader should be experienced and well versed with the safe working procedures applicable for transmission line/ Sub Station works. In case gang is having Gang leader not on permanent roll of the company then additional Supervisor from company's own roll having thorough

knowledge about the works would be deployed so as to percolate safety instructions upto the grass root level in healthy spirits. Contractor has to ensure close supervision while executing critical locations of transmission lines / sub stations and ensures that all safety instructions are in place and are being followed.

7. THAT the Contractor shall maintain in healthy and working condition all kind of Equipments / Machineries / Lifting tools / Lifting tackles / Lifting gears / All kind of Ropes including wire ropes / Polypropylene ropes etc. used for Lifting purpose during execution of the project and get them periodically examined and load tested for safe working load in accordance with relevant provisions and requirement of Building & other construction workers Regulation of Employment and Conditions of Services Act and Central Rule 1998, Factories Act 1948, Indian Electricity Act 2003 before start of the project. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by the Engineer In-charge/Project Manager or by the person authorised by him. The Contractor has to ensure to give special attention on the formation / condition of eye splices of wire rope slings as per requirement of IS 2762 Specification for wire rope slings and sling legs.

THAT the Contractor has prepared a list of all Lifting machines, lifting Tools / Lifting Tackles / Lifting Gears etc. / All types of ropes and Slings which are subject to safe working load is enclosed at **Annexure - 2 (SP)** for review and approval of Engineer In-charge/Project Manager.

8. THAT the Contractor has to procure sufficient quantity of Personal Protective Equipment (PPE) conforming to Indian / International standards and provide these equipment to every workman at site as per need and to the satisfaction of Engineer-in-charge/Project Manager of POWERGRID. The Contractor's Site Supervisor/ Project Manager has to ensure that all workmen must use Personal Protective Equipment at site. The Contractor shall also ensure that Industrial Safety helmets are being used by all workmen at site irrespective of their working (at height or on ground). The Contractor shall further ensure use of safety shoes by all ground level workers and canvas shoes for all workers working at height, Rubber Gum Boots for workers working in rainy season and concreting job, Use of Twin Lanyard Full body Safety Harness with attachment of light weight such as aluminium alloy etc. and having features of automatic locking arrangement of snap hook, by all workers working at height for more than three meters and also for horizontal movement on tower shall be ensured by contractor. The Contractor shall not use ordinary half body safety harness at site. The Contractor has to ensure use of Retractable type fall arrestors by workers for ascending / descending on suspension insulator string and other



similar works etc., Use of Mobile fall arrestor for ascending / descending from tower by all workers. The contractor has to provide cotton / leather hand gloves as per requirement, Electrical Resistance Hand gloves for operating electrical installations / switches, Face shield for protecting eyes while doing welding works and Dust masks to workers as per requirement. **The Contractor shall also provide Reflective Jackets to all workmen working on the site including differently coloured such Jackets to the persons working at height.** The Contractor will have to take action against the workers not using Personal Protective Equipment at site and those workers shall be asked to rest for that day and also their Salary be deducted for that day. POWERGRID may issue warning letter to Project Manager of contractor in violation of above norms.

THAT the Contractor shall prepare a detailed list of PPEs, activity wise, to commensurate with manpower deployed, which is enclosed at **Annexure - 3 (SP)** for review and approval of Engineer In-charge/Project Manager. It shall also be ensured that the sample of these equipment shall be got approved from POWERGRID supervisory staff before being distributed to workers. The contractor shall submit relevant test certificates as per IS / International Standard as applicable to PPEs used during execution of work. All the PPE's to be distributed to the workers shall be checked by POWERGRID supervisory staff before its usage.

The Contractor also agrees for addition / modification to the list of PPE, if any, as advised by Engineer In-Charge/Project Manager.

9. THAT the Contractor shall procure, if required sufficient quantity of Earthing Equipment / Earthing Devices complying with requirements of relevant IEC standards (Generally IECs standards for Earthing Equipments / Earthing Devices are - 855, 1230, 1235 etc.) and to the satisfaction of Engineer In-Charge/ Project Manager and contractor to ensures to maintained them in healthy condition.

THAT the Contractor has prepared / worked out minimum number of healthy Earthing Equipments with Earthing lead confirming to relevant IS / European standards per gang wise during stringing activity/as per requirement, which is enclosed herewith at **Annexure - 4 (SP)** for review and acceptance of Engineer In-Charge/ Project Manager prior to execution of work.

10. THAT the Contractor shall provide communication facilities i.e. Walky - Talkie / Mobile Phone, Display of Flags / whistles for easy communication among workers during Tower erection / stringing activity, as per requirement.

11. THAT the Contractor undertakes to deploy qualified safety personnel responsible for safety as per requirements of Employer/Statutory Authorities.

THAT the Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as qualified safety officer having diploma in safety to supervise safety aspects of the equipment and workmen who will coordinate with Engineer In-charge /Project Manager/Safety Co-ordinator of the Employer. In case of work being carried out through sub contractors the sub

- contractor's workmen / employees will also be considered as the contractor's employees / workmen for the above purpose. If the number of workers are less than 250 then one qualified safety officer is to be deployed for each contract. He will report directly to his head of organization and not the Project Manager of contractor He shall also not be assigned any other work except assigning the work of safety. The curriculum vitae of such person shall be got cleared from POWERGRID Project Manager / Construction staff.

**The Contractor shall deploy one dedicated Safety Staff(s) for every 200 kms of a Transmission Line Project.**

The name and address of such safety officers/staff(s) of contractor will be promptly informed in writing to Engineer In-charge with a copy to safety officer - In-charge before start of work or immediately after any change of the incumbent is made during the currency of the contract. The list is enclosed at **Annexure - 5A (SP)**.

THAT the Contractor has also prepared a list including details of Explosive Operator (if required), Safety officer / Safety Staff/ Safety supervisor / nominated person for safety for each erection / stringing gang, list of personnel trained in First Aid Techniques as well as copy of organisation structure of the Contractor in regard to safety. The list is enclosed at **Annexure - 5B (SP)**.

12. The Project Manager shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager in this respect shall be conclusive and binding on the Contractor.

13. THAT, if, any Employer's Engineer/ supervisor at site observes that the Contractor is failing to provide safe working environment at site as per agreed Safety Plan / POWERGRID Safety Rule/ Safety Instructions / Statutory safety requirement and creates hazardous conditions at site and there is possibility of an accident to workmen or workmen of the other contractor or public or the work is being carried out in an un safe manner or he continues to work even after being instructed to stop the work by Engineer / Supervisor at site / RHQ / Corp. Centre, the Contractor shall be bound to pay a penalty of Rs. 10,000/- per incident per day till the instructions are complied and as certified by Engineer / Supervisor of Employer at site. The work will remain suspended and no activity will take place without compliance and obtaining clearance / certification of the Site Engineer / Supervisor of the Employer to start the work.
14. THAT, if the investigation committee of Employer observes any accident or the Engineer In-charge/Project Manager of the Employer based on the report of the Engineer/Supervisor of the Employer at site observes any failure on the Contractor's part to comply with safety requirement / safety rules/ safety standards/ safety instruction as prescribed by the Employer or as prescribed under the applicable law for the safety of the equipment, plant and personnel and the Contractor does not take adequate steps to prevent hazardous conditions which may cause injury to its own Contractor's employees or employee of any other Contractors or Employer or any other person at site or adjacent thereto, or public involvement because of the Contractor's negligence of safety norms, the Contractor shall be liable to pay a compensation of Rs. 15,00,000/- (Rupees Fifteen Lakh only) per person affected causing death and Rs. 5,00,000/- (Rupees Five Lakh only) per person for serious injuries / 25% or more permanent disability to the Employer for further disbursement to the deceased family/ Injured persons. The permanent disability has the same meaning as indicated in Workmen's Compensation Act 1923. The above stipulations is in addition to all other compensation payable to sufferer as per workmen compensation Act / Rules

**Notwithstanding above, the Contractor shall also be responsible for payment of sum as indicated below additionally which shall be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26:**

a.	<b>Upon 1<sup>st</sup> Fatal Accident due to negligence by the Contractor</b>	<b>Rs. 50,00,000/-</b>
b.	<b>Upon 2<sup>nd</sup> Fatal Accident due to negligence by the Contractor</b>	<b>Rs. 75,00,000/-</b>
c.	<b>Upon 3<sup>rd</sup> Fatal Accident due to negligence by the Contractor</b>	<b>Rs. 1,00,00,000/-</b>

d.	Re-occurrence of Fatal Accident even after 3 <sup>rd</sup> Fatal Accident due to negligence by the Contractor	Rs. 1,00,00,000/- per fatal accident
e.	Tower Collapse leading to more than one (01) death attributable to the Contractor as per the Accident Enquiry Committee Report	Rs. 1,00,00,000/- per fatal accident in addition to a, b, c or d above, as applicable

THAT as per the Employer's instructions, the Contractor agrees that this amount shall be deducted from their running bill(s) immediately after the accident, That the Contractor understands that this amount shall be over and above the compensation amount liable to be paid as per the Workmen's Compensation Act /other statutory requirement/ provisions of the Bidding Documents.

15. THAT the Contractor shall submit Near-Miss-Accident report alongwith action plan for avoidance such incidence /accidents to Engineer - In-charge/ Project Manager. Contractor shall also submit Monthly Safety Activities report to Engineer - In-charge/ Project Manager and copy of the Monthly Safety Activities report also to be sent to Safety In-charge at RHQ of the Employer for his review record and instructions.
16. THAT the Contractor is submitting a copy of Safety Policy/ Safety Documents of its Company which is enclosed at **Annexure - 6 (SP)** and ensure that the safety Policy and safety documents are implemented in healthy spirit.
17. THAT the Contractor shall make available of First Aid Box [Contents of which shall be as per Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Rule 1998 / POWERGRID Guidelines)] to the satisfaction of Engineer In-Charge/ Project Manager with each gang at site and not at camp and ensures that trained persons in First Aid Techniques with each gang before execution of work.
18. THAT the Contractor shall submit an 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. which is enclosed at **Annexure - 7 (SP)** for approval of the Engineer In-Charge/ Project Manager before start of work.

19. THAT the Contractor shall organise Safety Training Programs on Safety, Health and Environment and for safe execution of different activities of works i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. for their own employees including sub contractor workers on regular basis.

The Contractor, therefore, submits copy of the module of training program, enclosed at **Annexure - 9 (SP)**, to Engineer In-charge/Project Manager for its acceptance and approval and records maintained.

20. THAT the Contractor shall conduct safety audit, as per Safety Audit Check Lists enclosed at **Annexure - 8 (SP)**, by his Safety Officer(s) every month during construction of Transmission Lines / Sub Stations / any other work and copy of the safety audit report will be forwarded to the Employer's Engineer In-charge / Site In-charge/Project Manager for his comments and feedback. During safety audit, healthiness of all Personal Protective Equipments (PPEs) shall be checked individually by safety officer of contractor and issue a certificate of its healthiness or rejection of faulty PPEs and contractor has to ensure that all faulty PPEs and all faulty lifting tools and tackles should be destroyed in the presence of POWERGRID construction staff. Contractor has to ensure that each gang be safety audited at least once in two months. During safety audit by the contractor, Safety officer's feedback from POWERGRID concerned shall be taken and recorded. The Employer's site officials shall also conduct safety audit at their own from time to time when construction activities are under progress. Apart from above, the Employer may also conduct surveillance safety audits. The Employer may take action against the person / persons as deemed fit under various statutory acts/provisions under the Contract for any violation of safety norms / safety standards.
21. THAT the Contractor shall develop and display Safety Posters of construction activity at site and also at camp where workers are generally residing.
22. THAT the Contractor shall ensure to provide potable and safe drinking water for workers at site / at camp.
23. THAT the Contractor shall do health check up of all workers from competent agencies and reports will be submitted to Engineer In-Charge within fifteen (15) days of health check up of workers as per statutory requirement.
24. THAT the Contractor shall submit information alongwith documentary evidences in regard to compliance to various statutory requirements as applicable which are enclosed at **Annexure - 10A (SP)**.

The Contractor shall also submit details of Insurance Policies taken by the Contractor for insurance coverage against accident for all employees are enclosed at **Annexure - 10B (SP)**.

25. THAT a check-list in respect of aforesaid enclosures alongwith the Contractor's remarks, wherever required, is attached as **Annexure - Check List** herewith.

THE CONTRACTOR shall incorporate modifications/changes in this 'Safety Plan' necessitated on the basis of review/comments of the Engineer In-Charge/Project Manager within fourteen (14) days of receipt of review/comments and on final approval of the Engineer In-Charge/Project Manager of this 'Safety Plan', the Contractor shall execute the works under the Contract as per approved 'Safety Plan'. Further, the Contractor has also noted that the first progressive payment towards Services Contract shall be made on submission of 'Safety Plan' alongwith all requisite documents and approval of the same by the Engineer In-Charge/Project Manager.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of

M/s.....

WITNESS

1. Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

2. Signature.....

Authorised representative

Name.....

(Common Seal)

Address.....

(In case of Company)

**Note:**

All the annexure referred to in this "Safety Plan" are required to be enclosed by the contractor as per the attached " Check List "

1. Safety Plan is to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute such contract documents etc., (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to this Safety Plan.
2. For all safety monitoring/ documentation, Engineer In-charge / Regional In-charge of safety at RHQ will be the nodal Officers for communication.

### CHECK LIST FOR SAFETY PLAN

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
1.	<p><b>Annexure - 1A (SP)</b></p> <p>Safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing &amp; commissioning, disposal of materials at site / store etc. to be executed at site.</p>	Yes/No	
2.	<p><b>Annexure - 1B (SP)</b></p> <p>Manpower deployment plan, activity wise foundation works including civil works, erection, stringing (as applicable), testing &amp; commissioning, disposal of materials at site / store etc.</p>	Yes/No	
3.	<p><b>Annexure - 2 (SP)</b></p> <p>List of Lifting Machines i.e. Crane, Hoist, Triffor, Chain Pulley Blocks etc. and Lifting Tools and Tackles i.e. D shackle, Pulleys, come along clamps, wire rope slings etc. and all types of ropes i.e. Wire ropes, Poly propylene Rope etc. used for lifting purposes along with test certificates.</p>	Yes/No	
4.	<p><b>Annexure - 3 (SP)</b></p> <p>List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable:</p> <p>1. Industrial Safety Helmet to all workmen at site. (EN 397 / IS 2925) with chin strap and back stay arrangement.</p>	Yes/No	



S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<ol style="list-style-type: none"> <li>2. Safety shoes without steel toe to all ground level workers and canvas shoes for workers working on tower.</li> <li>3. Rubber Gum Boot to workers working in rainy season / concreting job.</li> <li>4. Twin lanyard Full Body Safety harness with shock absorber and leg strap arrangement for all workers working at height for more than three meters. Safety Harness should be with attachments of light weight such as of aluminium alloy etc. and having a feature of automatic locking arrangement of snap hook and comply with EN 361 / IS 3521 standards.</li> <li>5. Mobile fall arrestors for safety of workers during their ascending / descending from tower / on tower. EN 353 -2 (Guided type fall arresters on a flexible anchorage line.)</li> <li>6. Retractable type fall arrestor (EN360: 2002) for ascending / descending on suspension insulator string etc.</li> <li>7. Providing of good quality cotton hand gloves / leather hand gloves for workers engaged in handling of tower parts or as per requirement at site.</li> <li>8. Electrical Resistance hand gloves to workers for handling electrical equipment / Electrical connections. IS : 4770</li> <li>9. Dust masks to workers handling cement as per requirement.</li> <li>10. Face shield for welder and Grinders. IS : 1179 / IS : 2553</li> <li>11. Reflective Jackets</li> <li>12. Other PPEs, if any, as per requirement etc.</li> </ol>		
5.	<p><b>Annexure - 4 (SP)</b></p> <p>List of Earthing Equipment / Earthing devices with Earthing lead conforming to IECs for</p>	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	earthing equipments are - (855, 1230, 1235 etc.) gang wise for stringing activity/as per requirement		
6.	<b>Annexure - 5A (SP)</b>  List of Qualified Safety Officer(s)/Safety Staff(s) alongwith their contact details	Yes/No	
7.	<b>Annexure - 5B (SP)</b>  Details of Explosive Operator (if required), Safety officer / Safety Staff(s)/ Safety supervisor for every erection / stringing gang, any other person nominated for safety, list of personnel trained in First Aid as well as brief information about safety set up by the Contractor alongwith copy of organisation of the Contractor in regard to safety	Yes/No	
8.	<b>Annexure - 6 (SP)</b> Copy of Safety Policy/ Safety Document of the Contractor's company	Yes/No	
9.	<b>Annexure - 7 (SP)</b>  'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc.	Yes/No	
10.	<b>Annexure - 8 (SP)</b>	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	Safety Audit Check Lists ( Formats to be enclosed)		
11.	<p><b>Annexure - 9 (SP)</b></p> <p>Copy of the module of Safety Training Programs on Safety, Health and Environment, safe execution of different activities of works for Contractor's own employees on regular basis and sub contractor employees.</p>	Yes/No	
12.	<p><b>Annexure - 10A (SP)</b></p> <p>Information alongwith documentary evidences in regard to the Contractor's compliance to various statutory requirements including the following:</p>		
(i)	<p>Electricity Act 2003</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(ii)	<p>Factories Act 1948</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(iii)	<p>Building &amp; other construction workers (Regulation of Employment and Conditions of Services Act and Central Act 1996) and Welfare Cess Act 1996 with Rules.</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
(iv)	Workmen Compensation Act 1923 and Rules. <hr/> <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(v)	Public Insurance Liabilities Act 1991 and Rules. <hr/> <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(vi)	Indian Explosive Act 1948 and Rules. <hr/> <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(vii)	Indian Petroleum Act 1934 and Rules. <hr/> <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(viii)	License under the contract Labour (Regulation & Abolition) Act 1970 and Rules. <hr/> <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(ix)	Indian Electricity Rule 1956 and amendments if any, from time to time. <hr/> <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
(x)	<p>The Environment (Protection) Act 1986 and Rules.</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(xi)	<p>Child Labour (Prohibition &amp; Regulation) Act 1986.</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(xii)	<p>National Building Code of India 2005 (NBC 2005).</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(xiii)	<p>Indian standards for construction of Low/ Medium/ High/ Extra High Voltage Transmission Line</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(iv)	<p>Any other statutory requirement(s) <i>[please specify]</i></p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
13.	<b>Annexure - 10B (SP)</b>		

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	Details of Insurance Policies alongwith documentary evidences taken by the Contractor for the insurance coverage against accident for all employees as below:		
(i)	Under Workmen Compensation Act 1923 and Rules.  _____ <i>[Name of Documentary evidence in support of insurance taken]</i>	Yes/No	
(ii)	Public Insurance Liabilities Act 1991  _____ <i>[Name of Documentary evidence in support of insurance taken]</i>	Yes/No	
(iii)	Any Other Insurance Policies  _____ <i>[Name of Documentary evidence in support of insurance taken]</i>	Yes/No	

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**14. FORM FOR INFORMATION TO BE FURNISHED BY THE CONTRACTOR IN RESPECT OF THE PROCUREMENT MADE FROM MSE VENDORS**

Pursuant to GCC Clause No. 15.4 , We hereby furnish the following information regarding the procurement made by us form Micro and Small Enterprises (MSEs) directly or through our sub-suppliers/sub-vendors as per the details given herein below:

S	Co	Na	Item	Q	Tot	Exe	Items/com	Total Value	Nam	Cat	Whe
l.	ntr	me	Desc	t	al	cut	ponents/ra	of the	e of	ego	r MSE
No	Ag	of	ription as	y	Val	ing	w materials	items/com	MSE	ry	owned
.	ree	Con	on per		ue	Re	sourced	ponents/ra	Ven	(on	by
	me	tract	contract		(I	gio	from MSE	w materials	dor	ly	persons
	nt	or/	act		n	n	vendor for	used for		Mic	belongi
	No	Sup	Agre		R		production	item at		ro	ng to
	.	plie	emen		s.)		of item at	column 4		or	SC/ST
		r*	t				column 4	(In Rs.)		Sm	category
1	2	3	4	5	6	7	8	9	10	11	12

Further, we hereby declare and confirm that the information mentioned above is correct and complete to best of our knowledge and the category of MSE vendors, as mentioned in the table above, has been ascertained at our end.

Note:

1. The Contractor shall be required to furnish the aforesaid information (contract-wise) on semi-annual basis i.e for period from 1<sup>st</sup> April to 30<sup>th</sup> September and from 1<sup>st</sup> October to 31<sup>st</sup> March for each Financial Year.
2. Submission of aforesaid information for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID, shall be a condition for processing of bills by POWERGRID for payment after 30<sup>th</sup> September /31<sup>st</sup> March, as the case may be.
3. Only those items of Contract Agreement may be included which involve sourcing of items/components/raw materials/ services from MSEs.

Name of Contractor-----

Name of Authorised Person -----

Designation .....

Signature .....

**15. FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

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

Bank Guarantee No. ....

Date.....

Contract No.....

.....[Name of Contract].....

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on .....(insert date of the Contract)..... between you and M/s ..... (Name of Contractor)....., having its Principal place of business at .....(Address of Contractor)..... and Registered Office at .....(Registered address of Contractor)..... ("the Contractor") concerning ..... (Indicate brief scope of work) ..... for the complete execution of the ..... (insert name of Package alongwith name of the Project).....

Whereas, the Contractor and M/s. .... (Name of Tower Manufacturer) ....., having its Principal place of business at .....(Address of Tower Manufacturer) ..... and Registered Office at .....(Registered address of Tower Manufacturer) ..... (hereinafter referred to as the "Tower Manufacturer"), as a pre-requisite for qualification of the Bidder/Contractor, have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the quality and timely supply of tower/tower parts and that the Tower Manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (2%) two per cent of the cost of tower parts to be supplied by the Tower Manufacturer under the Contract, in addition to Contract Performance Guarantee equivalent to 03% (three percent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

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., two percent (02%) of the cost of tower parts to be supplied  
by the Tower Manufacturer under the Contract until ninety (90) days beyond the Defect  
Liability Period 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  
Contractor/Tower Manufacturer to be in default under the Contract and without cavil  
or argument any sum or sums within the above named limits, without your need to  
prove or show grounds or reasons for your demand and without the right of the  
Contractor/Tower Manufacturer to dispute or question such demand.

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

This letter of Guarantee shall remain in full force and shall be valid from the date of  
issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto  
and inclusive of ..... (*dd/mm/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 Contractor/Tower Manufacturer, 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*]:  
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."
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 GCC clause 9.4 in SCC 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."**

**Bidders are to consider all documents along with GeM bid conditions for the subject package**

**In case of any ambiguity or conflict, General Conditions of Contract read in conjunction with Special Conditions of Contract shall have precedence over General Terms & Condition stipulated in GeM.**