

## **ADDITIONAL SCOPE OF WORK/ADDITIONAL TERMS & CONDITIONS**

The supply of Towers for 400 KV D/C GAYA-KODERMA transmission lines under Gaya Jurisdiction.

### **This document contains the following:**

1. BOQ
2. Special conditions of Contract
3. Payment terms
4. Warranty
5. Completion details
6. CPG Format

**BOQ**

Sl. No.	Substation/TLM Name	Engineer-in-charge	Item	Unit	Qty
1	Gaya S/s	Sh. Mohsin Raza DGM (I/c),765/400/220kV Gaya Substation, Power Grid Corporation of India Ltd, Near Sahdeokhap, Matiyani camp, Gaya(Bihar)-824234 Mobile-9431058686	Mentioned below		

Sr. no.	Name of Item	Unit	Quantity
A	Fabrication , galvanising & Supply of Various Types of Tower & Tower parts,Tower/leg extention ( complete)excluding Stub and Bolts & nuts but including hangers, D shackle, pack washer etc - For Normal Tower		
1	HT SEEL	MT	27.314
2	MS STEEL	MT	61.054
B	Fabrication , galvanising & Supply of Stub with cleats for Various Types of Tower & Tower extention, gantries ( complete)with pack washers excluding supply of Bolts & nuts - For Normal Tower		
1	HT SEEL	MT	1.238
C	Supply of Bolts & Nuts for Tower and Gantry structures including Step bolts, Spring washers etc		
1	Hexagonal Bolts & Nuts	MT	<b>3.71</b>
2	Bolts & Nuts for Stubs	MT	<b>0.03</b>

## SPECIAL CONDITIONS OF CONTRACT

### 1.0 **BASIS OF AWARD:**

Bidder has to quote for the complete scope of work under this package as stated in Technical Specification. Bids for part of the package will be treated as incomplete and shall be rejected. **The scope of work includes Procurement of Towers for 400 KV D/C GAYA-KODERMA transmission lines under Gaya Jurisdiction of ER-I as per POWERGRID technical specification.**

### 2.0 **BASIS OF COMPARISON:**

Bids shall be compared on the basis of lumpsum price for entire scope of supply/work under the package and applicable taxes & duties as per bidding conditions on the transaction between Contractor & Owner.

The lumpsum price shall include ex-works price, freight & insurance charges, erection & commissioning charges, buyback charges (if applicable) and applicable taxes & duties such as GST & other levies etc. applicable solely on the transaction between Contractor and the Owner as applicable on the date of bid opening.

### 3.0 **PRICES AND PRICE ADJUSTMENT:**

All prices for the entire scope shall *remain FIRM* during the currency of Contract.

### 4.0 **COMPLETION PERIOD:**

Delivery must be completed in all respect within **06 months** from the date of LOA.

### 5.0 **PAYMENT TERMS:** 90 % payment with full taxes and duties shall be made after receipt of material by the Consignee and on submission of the followings to the **OWNER.** Insurance policy /certificate shall be submitted to **OWNER** before release of payment.

- i) Receipted L/R, Detailed invoice/bill
- ii) Material Inspection Clearance Certificate to be issued by inspecting authority of **OWNER.**
- iii) Warranty certificate.
- iv) Transit Insurance policy/ certificate.
- v) Documentary evidence towards payment of GST
- vi) Submission of Contract Performance Guarantee
- vii) Execution of Contract Agreement
- viii) Unconditional Acknowledgement of Letter of Award

**Balance 10 % of the payment shall be made upon issuance of TOC (Taking over Certificate) by respective sites after acceptance of material.**

**Invoice shall be raised to respective sites for processing along with requisite documentation as applicable.**

**6.0 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.

**7.0 QUANTITY VARIATION:** During the execution of the contract, **OWNER** reserves the right to increase/decrease the quantity of items under the contract, without any change in unit price and other terms & conditions, as per detail given below:

Name of Package	Quantity Variation
Supply of Towers for 400 KV D/C GAYA-KODERMA transmission lines under Gaya Jurisdiction of ER-I	25%

## 8.0: TAKING OVER:

Upon receipt of the material at site and after verification of the same, the Employer shall issue to the Contractor a taking over certificate as a proof of the final acceptance of the Goods. Such certificates shall not unreasonably be withheld nor will the Employer delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificates shall not relieve the Contractor of any of his obligations which otherwise survive by the terms and conditions of the Contract after issuance of such certificate.

## 9.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION:

“If the contractor fails to comply with the time for completion for the whole work in accordance with the completion schedule or any part thereof, then the contractor shall pay to POWERGRID as liquidated damages and not as penalty without prejudice to POWERGRID’S other remedies under the contract, a sum equivalent to 0.05% (Zero point zero five Percent) of the Contract price for each day which shall elapse between the scheduled time of completion and date of taking over. However, the amount of liquidated damages for the Contract shall be limited to a maximum of Ten percent (10%) of the **undelivered contract value.**”

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.

## 10.0 CONTRACT PERFORMANCE GUARANTEE:

In case a bidder is considered for award, the successful bidder shall have to submit a bank guarantee towards Contract Performance Guarantee.

The value of CPG/security deposit shall be 10% on total contract value (as amended time to time) and shall be as under.

Accordingly, you are required to furnish an unconditional & irrevocable Bank Guarantee in favour of **POWERGRID Corporation of India Limited** of value within 15 days from issue of Letter of Award. Eligibility of Banks for issuance of Bank Guarantees towards CPG is as below; -

i) A Public Sector Indian Bank located in India.

**OR**

i) A Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), and as per following list only:

a) Development Credit Bank Limited

- b) Federal Bank Limited
- c) HDFC Bank Limited
- d) IndusInd Bank Ltd.
- e) ING Vysya Bank Ltd.
- f) Karnatka Bank Ltd.
- g) Karur Vysya Bank Ltd.
- h) Kotak Mahindra Bank Ltd.
- i) Ratnakar Bank Ltd.
- j) South Indian Ltd.
- k) Axis bank Ltd.
- l) Yes Bank Ltd.
- m) ICICI Bank Ltd.

**OR**

(iii) Foreign Bank or subsidiary of a foreign bank acceptable to the employer, with overall international corporate rating or rating of long-term debt not less than A (-) (A Minus) or equivalent by reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding Bank located in India or (ii) A Public Sector Bank located in India or (iii) A schedule commercial private Bank located in India and as per above list at para 7.1 (ii).

**The Bank Guarantee (BG) shall be kept valid up to 90 days after the end of Warranty period.**

The non-judicial stamp paper of adequate value shall be purchased in the name of issuing Bank only.

The guarantee amount shall be en-cashed by **POWERGRID Corporation of India Limited** without any condition whatsoever, in the event of defects or deficiencies which come up during the validity of the guarantee period as per terms of GCC.

Please note that the Bank guarantee should be sent to us directly by the issuing bank under registered post.

In case for any reason, the BG is received through you, the issuing branch should be requested immediately to sent through Registered Post an unstamped duplicate copy of the guarantee directly to us with a covering letter to compare with the original BG.

Alternatively, Security deposit (SD) @ 10% of each running bills shall be deducted towards CPG. Such deduction will be done till such deductions reaches the Contract Performance Guarantee value. In such cases EMD, submitted by you in the form of DD shall be treated as initial security deposit CPG/ SD shall however, be returned to the contractor after completion of the Defect Liability Period subject to no claims against the contractor.

On submission of CPG and acceptance of the same by **POWERGRID Corporation of India Limited**, the Earnest Money deposited by you alongwith the bid shall be returned.

Security Deposit / CPG shall be returned to the Contractor on successful completion of the defect liability/warranty period under the Contract.

Alternatively, CPG can be paid through <https://epay.powergrid.in>.

- 11.0: POWERGRID reserves its right to accept the tender of any bidder in part or in full and also reject any or all tenders without assigning any reason thereof.
- 12.0 **WARRANTY:** Warranty shall be extended for a period of 12 months from the date of commissioning or 18 months from the date of receipt of material at site, whichever is earlier, against all manufacturing defects.
- 13.0 **QUALITY ASSURANCE & INSPECTION:** In case of standard test equipment, physical inspection at manufacturers work is not required and despatch clearance (CIP) shall be issued based on review of test reports/ certificates of manufacturer. Material shall be offer for inspection before despatch. However, material inspection clearance certificate (MICC) shall be issued only after verification of satisfactory performance at site. Prior to despatch, the material should be offered for inspection by **OWNER**.
- 14.0 **BID SECURITY/EMD:** The Bidder shall submit as part of their bid, a Bid Guarantee for the amount of Rs. 39,10,810/- (Rupees Thirty Nine Lakh Ten Thousand Eight hundred ten Only).

*Exemptions in Bid security shall be as per GEM terms and conditions*

**Integrity Pact: Bidder is required to submit integrity pact as per the attached format in bid document.**

15.0 **SETTLEMENT OF DISPUTES/ARBITRATION**

i) All differences and/or disputes arising out of the contract shall be settled by arbitration in accordance with provisions of the Arbitration & Conciliation Act 1996 or any statutory modification thereof. The Arbitration shall be conducted by a sole arbitrator in case the amount claim is less than 25 crore for all packages awarded by Eastern Region-I.

**Sole Arbitration**

“The sole arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by **OWNER**. The same shall comprise of retired Judges and retired Senior executives of PSUs other than **OWNER**.”

a) In case of invocation of arbitration by **OWNER**, **OWNER** 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 **OWNER** 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 **OWNER** for its database of Arbitrators/chose from the list of Arbitrators available on **OWNER**'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 **OWNER** 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."

- ii) The seat of Arbitration shall be Patna and the Courts of Patna shall have exclusive jurisdiction in all matters arising under the Contract including execution of arbitration.

#### 16.0 **CONTRACT AGREEMENT:**

The Contractor will prepare the Contract Agreement in the prescribed proforma attached with LOA in duplicate, on appropriate non-judicial stamp paper of requisite value issued from the Courts of Jurisdiction. This Contract Agreement shall be signed with POWERGRID within 15 days of issue of LOA. In case signing of Contract Agreement is delayed, POWERGRID shall at its discretion take appropriate action as deemed necessary as per LOA. The entire responsibility of delay of sending acceptance of Brief LOA/ LOA, or signing of Contract Agreement shall rest with the Contractor which may result into forfeiture of his or her EMD or termination of Contract. POWERGRID may at its discretion forbid the contractor for future bidding for specified period of time.

#### 17.0 **CONFLICT OF INTEREST**

**The following provisions shall form a part of section- Instruction to Bidders of Condition of Contracts**

##### **Quote**

*"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 decision of Employer regarding this bidding process;  
or

- (e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as a agent/authorized representative on behalf of one or more manufacture(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 /Goods and Related 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 Employer as Project Manager for the contract.

**PERFORMANCE SECURITY FORM**

(TO BE SUBMITTED BY THE CONTRACTOR OPTING FOR SUBMISSION OF PERFORMANCE SECURITY WITH INITIAL VALIDITY OF 5 YEARS IN ACCORDANCE WITH CLAUSE GCC 9.3.1.1)

*(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



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., ten percent (10%) 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 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.**



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, 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."

