

SECTION - I

INVITATION FOR BIDS (IFB)

**INVITATION FOR BIDS (IFB)
FOR**

**Operation & Maintenance of Transmission Lines associated with Vizag
Transmission Company Limited (VTL).**

Specification No.: SR-I/C&M/WC-4150/2025/(SR1/T/S-INTL/DOM/B00/25/05062)

(DOMESTIC COMPETITIVE BIDDING)

(SINGLE STAGE TWO ENVELOPE BIDDING)

DATE OF ISSUANCE OF IFB: 12.05.2025

FUNDING : DOMESTIC

1.0 This invitation for bids follows the GEM procurement notice (Invitation for Bids) for the subject package with publication of tender in CPP Portal on 12.05.2025 or later. This shall also be available on POWERGRID's website given at para 10.0 below on the same date.

2.0 Power Grid Corporation of India Ltd (POWERGRID), Southern Region-I Headquarters (SR-I), Secunderabad intends to finalize for executing the **Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL).**

2.1 The procurement activities in respect of the aforesaid Project shall be carried out by the Owner itself and it intends to use domestic funding for eligible payments under the contract for the package as mentioned above. For the purpose of all procurement activities, the Owner shall also be referred to as 'Employer'.

3.0 POWERGRID, therefore, invites bids from eligible bidders for **Subject Project** on Domestic Competitive Bidding basis under secured GEM procurement procedure.

This Invitation for Bids extended through media, website or written communication or by any other means, and issuance of Bidding Documents shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended and/or Bidding Documents have been issued is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of Bidding Documents.

3.1 Bidding documents for this package consist of the following:

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1. BIDDING DOCUMENTS FORMING ENVELOPE-I:
 - 1.1 Invitation for Bids (IFB) Section-I
 - 1.2 Instructions to Bidders (ITB) Section-II
 - 1.3 Qualifying Requirements Section-III
 - 1.4 General Conditions of Contract (GCC) Section-IV
 - 1.5 Special Conditions of Contract (SCC) Section-V
 - 1.6 Sample Forms and Procedures (FP) Section-VI
 - 1.7 Technical Specification
 - 1.8 Bid Form & Attachments (Envelope-I)
 - 1.9 Bill of Quantities, in Excel format

2. BIDDING DOCUMENTS FORMING ENVELOPE-II:

1.1 Bid Form & Price Schedules (Envelope-II)

- 3.2 The scope of work covered under this package shall include **Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL)**, as detailed in the Bill of Quantities & Technical Specification, Volume-II of Bidding Documents forming an integral part of the Bidding Documents:
- 3.3 The Duration of completion for **Subject Project** shall be the period as specified in GCC Sub-Clause 11.0.
- 3.4 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB and the contract shall be executed as per the provisions of the Contract. Bidders may note that the Employer has uploaded its 'Works and Procurement Policy and Procedures' (WPPP) document along with its Modification/ Amendment on "*Ineligibility of Firms for Participation in the Bidding Process*" and on "*Black-Listing of Firms / Banning of Business*" on POWERGRID's website referred to at para 6.0 below. It shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this 'Works and Procurement Policy and Procedures' (WPPP) document or have any claim on the Purchaser on the basis of the same. The respective rights of the Employer and the Bidder/Supplier shall be governed by the Bidding Documents/Contract signed between the Employer and the Contractor for the package. The provisions of the Bidding Documents shall always prevail over that of 'Works and Procurement Policy and Procedures' (WPPP) document in case of contradiction.
- 4.0 The detailed Qualifying Requirements (QR) are given in the Bidding Document. Responsiveness of the bidder shall be as per provision of the bidding documents.

- 5.0 The complete Bidding Documents are available on GEM Portal <https://gem.gov.in>.
- 5.1 Interested bidders have to necessarily register themselves on the portal <https://gem.gov.in> to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal.
- 5.2 The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
- 5.3 For proper uploading of the bids on the portal namely <https://gem.gov.in> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal for the same directly from GEM Help Desk as and when required. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of the Section II – ITB of the Bidding Documents.
- 6.0 A *Single Stage Two Envelope Bidding* Procedure will be adopted and will proceed as detailed in the Bidding Documents.
- 6.1 Bids must be submitted/uploaded under Single Stage Two Envelope Bidding Procedure on the portal at or before **11:00 hours on 28.05.2025**. Late bids will not be uploaded and accordingly be rejected. First Envelope i.e. Techno-Commercial Part shall be opened on **28.05.2025 online on GEM Portal at 11:30 hours** or may be viewed by the bidders by logging in to the portal as per features available to them. Second Envelope i.e. Price-part shall be opened online and may be viewed by the bidders by logging in to the portal as per features available to them.

The bid must be accompanied by a bid security of **Rs.5,03,000/-**.

Bid Security must be submitted either in physical form or paid online at www.powergrid.in (> Vendors > POWERGRID Online Payment Utility). Power of Attorney and Integrity Pact must be submitted in physical form at the address given at para 11.0 below at or before **11:00 hours on 28.05.2025**. POWERGRID shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

- 8.2 A Pre-Bid meeting will be held at the office of the Employer at Secunderabad on **20.05.2025 at 11:30** hours (IST) to clarify the bidders regarding E-

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

- 9.0 POWERGRID reserves the right to cancel/ withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.
- 10.0 e-Reverse Auction shall be conducted in the subject tender as per the Clause 9 of ITB.
- 11.0 A bidder can represent against placement of award within 10 days from the date of award and for all other correspondence with regard to the above shall be to the following address (By Post/In Person)

Sr. General Manager (C&M),
Power Grid Corporation of India Ltd.,
Southern Region - 1 Headquarters,
Kavadiguda Main Road,
Secunderabad (Telangana) – 500080.

Contact Person: T.Suryaprakash, Sr.DGM(C&M)
E-mail: suryaprakash@powergrid.in
Land Line No.: +91(0)40-27546649; 9971399076

PSN Sarma, Sr. GM (C&M),
E-mail: psn@powergrid.in
Land Line No.: +91(0)40-27546649; 9440909189

--- End of Section-I (IFB) ---

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SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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 Employer. It also provides information on bid submission and uploading the bid on portal, online bid opening, evaluation and on contract award.

Sl. No.	Bid Data Details
1.	<p>Eligibility Bidders:</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>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:</p> <ul style="list-style-type: none">a) they have a controlling partner in common; orb) they receive or have received any direct or indirect subsidy from any of them; orc) they have the same legal representative for purposes of this bid; ord) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; ore) 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 manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement] or as a partner in a joint venture. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; orf) 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; org) 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.h) The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

Sl. No.	Bid Data Details		
1.1.	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 execution of contract(s) (Own as well as Consultancy) awarded by POWERGRID (including SPVs under TBCB), shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:		
	Sr. No.	Event	Period for which bid(s) shall be considered as non-responsive/ not eligible
	1.	Termination# of Contract due to Contractor's default	1 year
	2.	Encashment of CPG due to non-performance	1 year
	3.	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
# Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall be treated as Termination			
*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 Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.			

Sl. No.	Bid Data Details
1.2.	<p>Notwithstanding the above, in case any of the event(s) as per ITB Sub-Clause 1.1 above is encountered afresh, even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.</p> <p>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 04/06/2020 (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 16/11/2021 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any. 'Class -I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has Local Content equal to 100%.</p> <p>Firms who are not 'Class-I local supplier' shall not be eligible to bid.</p> <p>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 (Attachment-10) 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.</p> <p>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.</p>
1.3.	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.

Sl. No.	Bid Data Details
	<p>F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of Submission of bids and at the time of issuance of Contract through GeM Portal.</p> <p>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.</p> <p>For the aforesaid purpose,</p> <p>(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</p> <p>(ii) “Bidder from a country which shares a land border with India” for this purpose means:</p> <ol style="list-style-type: none"> 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 <p>(iii) The beneficial owner for the purpose of (ii) (d) above will be under:</p> <ol style="list-style-type: none"> 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 <p>Explanation-</p> <ol style="list-style-type: none"> a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company

Sl. No.	Bid Data Details
	<p data-bbox="375 315 1460 472">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;</p> <p data-bbox="375 517 1460 674">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;</p> <p data-bbox="375 719 1460 909">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;</p> <p data-bbox="375 954 1460 1066">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</p> <p data-bbox="375 1111 1460 1301">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.</p> <p data-bbox="467 1346 1460 1424">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="280 1469 1460 1581">Further, the successful Bidder shall not be 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.</p> <p data-bbox="280 1626 1460 1693">The Bidder shall, in its bid, submit a certificate in compliance to DoE order as per the given format at Attachment - 5.</p>

Sl. No.	Bid Data Details										
1.4.	<p data-bbox="280 275 453 309">Bid Security</p> <p data-bbox="280 353 1461 510">The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount of Rs.5,03,000/- shall be submitted to the Employer as per the terms and conditions of Bidding Documents. The bid security must be submitted in the form provided in the Bidding Documents.</p> <p data-bbox="280 555 1461 869">Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration certificate' with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.</p> <p data-bbox="280 913 1461 981">Bidder may note that non-submission of Bid Security shall lead to outright rejection of their Bid.</p> <p data-bbox="280 1025 836 1149">The Bid Security shall be in favour of: "Power Grid Corporation of India Ltd" Payable at Secunderabad</p> <p data-bbox="280 1193 1461 1339">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/Owner# as stipulated in SCC in the Form of unconditional Bank Guarantee attached hereto in the Section VI - Sample Forms and Procedures</p> <p data-bbox="280 1384 1461 1608">Alternatively, if bid security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergrid.in. 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="280 1653 1311 1926"> <tr> <td>Payment Category</td><td>EMD</td></tr> <tr> <td>Sub-category</td><td>EMD Payment-SR-I</td></tr> <tr> <td>Name of Depositor</td><td>Name of the Bidder</td></tr> <tr> <td>Vendor Code, if applicable</td><td>POWERGRID vendor code of the bidder</td></tr> <tr> <td>Payment Remarks</td><td>Bid Security for <i>[Enter the name of the package]</i></td></tr> </table>	Payment Category	EMD	Sub-category	EMD Payment-SR-I	Name of Depositor	Name of the Bidder	Vendor Code, if applicable	POWERGRID vendor code of the bidder	Payment Remarks	Bid Security for <i>[Enter the name of the package]</i>
Payment Category	EMD										
Sub-category	EMD Payment-SR-I										
Name of Depositor	Name of the Bidder										
Vendor Code, if applicable	POWERGRID vendor code of the bidder										
Payment Remarks	Bid Security for <i>[Enter the name of the package]</i>										

Sl. No.	Bid Data Details								
	<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>In case, pursuant to Ministry of Finance, GOI's Circular dated 17th July, 2012, the Bank Guarantee is issued using SFMS Platform by the banks located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the First Envelope. The Account details of POWERGRID for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:</p> <table><tr><th>Name of the Bank and Address</th><th>IFSC Code</th><th>POWERGRID Current A/c No.</th></tr><tr><td>State Bank of India Secunderabad Main Branch, 1-1-78, Patny Circle, Adj. General Post Office, Hyderabad – 500003</td><td>SBIN0000916</td><td>30252661426</td></tr></table> <p>1.4.1 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.</p>			Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.	State Bank of India Secunderabad Main Branch, 1-1-78, Patny Circle, Adj. General Post Office, Hyderabad – 500003	SBIN0000916	30252661426
Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.							
State Bank of India Secunderabad Main Branch, 1-1-78, Patny Circle, Adj. General Post Office, Hyderabad – 500003	SBIN0000916	30252661426							
1.5.	<p>Period of Validity of Bid</p> <p>1.5.1. Bids shall remain valid for the period of Six Months after the date of opening of Techno - Commercial Part i.e. <u>First Envelope</u>, prescribed by the Employer, pursuant to ITB Sub-Clause 6.1. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.</p> <p>1.5.2. In exceptional circumstance, the Employer 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. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder granting the request will not be required or permitted to modify its bid.</p>								
2.	<p>2.1. <u>Documents comprising Bid</u></p> <p>Apart from prices which shall be offered ONLY through the GeM portal, the Bidder shall have to fill and upload the following forms along with their Soft copy part (Scanned in Pdf) of the bid as part of Technical bid –</p>								

Sl. No.	Bid Data Details
	<p>(i) Bid Security or documentary evidence in support of exemption of Bid Security. (Attachment 1)</p> <p>(ii) Power of Attorney: A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus the bid is binding upon the Bidder during full period of its validity.</p> <p>(iii) Declaration by the bidder regarding events encountered pursuant to ITB Sub-Clause 1.1 (Format mentioned at Attachment-2: Affidavit of Self Certification)</p> <p>(iv) Integrity Pact (Format mentioned at Attachment-3): Integrity Pact shall be submitted on Rs. 100/- non-judicial stamp paper as per proforma available in bidding documents. Bidders failure to submit the integrity Pact duly signed in Original alongwith the Bid or subsequent to ITB Clause 5 shall lead to outright rejection of the bid.</p> <p>(v) Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order pursuant to ITB Clause 1.2 (Format mentioned at Attachment-4: Affidavit of Self Certification)</p> <p>(vi) Certification by the Bidder as per DoE Order pursuant to ITB Clause 1.3 (Format mentioned at Attachment-5: Land border Sharing)</p> <p>(vii) Declaration of Key Managerial Person and Power of Attorney holder (Format enclosed at Attachment-6: Declaration by KMP)</p> <p>(viii) Declaration regarding Employment of ex-Employees with Bidders Organization (Format enclosed at Attachment-7),</p> <p>(ix) Bidders are required to meet the Qualification Requirements attached at "Annexure-A to ITB/Section-II" given here in below and also has to furnish the details in support of Qualification Requirements (QR) as per the attached format given along with QR. Further, bidders are also required to submit documentary evidence in support of QR (Format enclosed at Attachment-8)</p> <p>(x) Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises, MSE owned by SC/ST entrepreneurs & MSE Owned by Women. Scanned copy of Sample Cheque (Cancelled), PAN Card, GST Certificate shall also be uploaded.</p> <p>(xi) Certificate from statutory auditor or cost auditor of the company (Attachment-10) As Applicable</p>

Sl. No.	Bid Data Details
	<p>(xii) Declaration by the bidder for 'Code of Integrity for Public procurement (Attachment-12)</p> <p>(xiii) Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy (Attachment-13)</p> <p>2.2. Hard Copy part of the Bid: The documents required to be submitted as part of Hard copy Part of the Bid shall be scanned and uploaded as part of First Envelope in Soft Copy part of the Bid.</p> <p>2.2.1. Hard copy part of the bid shall comprise the following documents to be submitted in sealed envelope at Employer's address given in IFB.:</p> <ul style="list-style-type: none"> (i) Bid Security, (ii) Power of Attorney (iii) Integrity Pact (iv) Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order (v) 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 line with PPP-MII order. Not Applicable <p>2.2.2. The envelope shall</p> <ul style="list-style-type: none"> a. be addressed to the Employer at the address given in the IFB 11.0 b. bear the contract name indicated in the ITB, the Invitation for Bids title and number indicated in the ITB, and the statement "Do Not Open Before [date]," to be completed with the time and date specified in the ITB. <p>2.2.3. Bid Securities or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, Integrity Pact in original shall be submitted in separate superscribed envelopes (one for Bid Security, one for Integrity Pact) along with First Envelope. Bidder may upload Soft copy of the any other documents which they consider relevant along with First Envelope. 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.</p> <p>2.2.4. If the envelope is not sealed and marked as required by ITB above, the Employer will assume no responsibility for the bid's misplacement or premature opening.</p> <p>2.2.5. Deadline for Submission of Bids: Soft copy part of the bid shall be uploaded on GeM portal on or before the submission time and date as stipulated in the bidding document. Hard copy of Bid Security in accordance with clause 11.1 of IFB, in separate</p>

Sl. No.	Bid Data Details
	<p>envelope, Integrity Pact, Power of Attorney, must be received by the Employer at the address specified under IFB Sub-Clause 13.0 no later than the time and date stated in the ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day.</p> <p>2.2.6. The Employer 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 Employer and bidders will thereafter be subject to the deadline as extended. Further the Employer also reserves the right to extend bid submission timeline or recall the tender if e- Procurement server/GeM Portal is down (i.e. inaccessible / inoperative) for a prolonged period of time within the last 24 hours of the bid submission due date.</p> <p>2.2.7. Late Bids: 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 ITB. In case Hard copy part of the bid is received by the Employer after the deadline for submission of the same prescribed by the Employer in the ITB, 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. However, in case of MSEs who are exempted from submission if Bid security in line with ITB , submission of hard copy part after the deadline for submission of the same prescribed by the Employer in the BDS, shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB.</p>
2.3	<p>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 Employer'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.</p>
3.	<p><u>BID PRICES:</u> Bidders shall quote their offered price on a "single responsibility" basis such that the total bid price covers the entire scope of work as defined in the bidding document.</p>

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	<p>Bidders may note that they have to quote the amount on the GeM Portal only for complete scope of work and for all the items including GST (i.e Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL)), as mentioned in the Bill of Quantity (BoQ) and offers for incomplete scope shall be rejected.</p> <p>3.1. The Amount quoted on the GeM Portal shall be considered as Quoted Price for Complete Scope of work for the subject package. The Prices shall be inclusive of GST for entire scope of work.</p> <p>3.2. The Breakup of prices as per BoQ shall be submitted along with the price part of bid. If break up of price is submitted along with first envelope, bid shall be liable to be rejected.</p> <p>3.3. BoQ is provided to Bidder only for reference purpose and for arriving at the total price to be quoted on the GeM portal.</p> <p>Prices quoted by the Bidder shall be FIRM and FIXED. No price variation shall be applicable to the prices during the currency of the contract.</p>
4.	<p><u>COMPLETION PERIOD:</u></p> <p>Duration of contract will be 36 Months from the effective date on the contract generated through GeM portal with a provision to extend One year on mutual consent on same rates, terms and conditions.</p>
5.	<p><u>CLARIFICATION OF BIDS:</u></p> <p>During evaluation of bids, the Employer may, at its discretion, seek the clarification regarding erroneous/non submission of documents related to/identified in Clause 2.1 (ii), (iv), (v), (vi), (vii), (viii), (ix), (x) (xi), (xii)& (xiii) the complete annual reports together with Audited statement of accounts, Online Payment acknowledgment towards Bid Security (in cases where online payment has been made prior to the deadline for submission of hardcopy part of the bids), required to be submitted by the Bidders as per the provisions of the bidding Documents. The Employer may give not more than 02 days' notice to the bidders to rectify/furnish such documents, failing which the bids shall be evaluated as per the data/documents submitted with the bids. The request for clarification and the response of the bidders shall be in writing, and no change in the price or substance of the proposal shall be sought, offered or permitted.</p> <p>So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents, if any, may be sought and considered. However, no new supply/work order shall be considered for meeting the technical qualification requirement.</p>

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	<p>Employer'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.</p>
6.	<p>Bid Opening and Evaluation</p> <p>Opening of <u>First Envelope</u> by Employer</p> <p>6.1. The Employer will open the First Envelope i.e. Techno – Commercial Part of the bid on the GeM portal as per the provisions available on GeM portal and provisions of the Bidding Documents.</p> <p>6.2. Provision of “Withdrawal” or deletion of Bid is available on GeM Portal only.</p> <p>6.3. No bid shall be rejected at bid opening. However, opening of bid, whether or not accompanied with the bid security and/ or Integrity Pact and/, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this ITB.</p> <p>6.4. On behalf of Employer, the Integrity Pact will be signed by its representative at the time of Receipt of Hard Copy. One original of the Integrity Pact will be retained by Employer and the other original will be returned to the representative of the bidders present during bid opening.</p> <p>6.5. Bidders who have submitted their bid may view on line tender opening on the portal from their end. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be opened on the next working day.</p>
7.	<p><u>EVALUATION CRITERIA:</u></p> <p>7.1. <u>PHASE 1: PRELIMINARY EXAMINATION:</u></p> <p>i) Prior to the detailed evaluation, the Employer will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in 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 the 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</p>

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	<p>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 Employer'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.</p> <p>ii) If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>7.2. <u>QUALIFICATION:</u></p> <ol style="list-style-type: none"> 1. The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in the bidding document in Annexure-A(QR) to ITB to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Qualification Requirement shall be final and binding. 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. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in their bid, as well as other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of bidding document. The employer shall be sole judge in this regard. <p>The determination will also take into account the history of accidents in which the Bidder is involved in the contracts with the Employer as under:</p> <ol style="list-style-type: none"> a) In case of a first fatal accident at site (or adjacent thereto) of bidder during a financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across POWERGRID (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 06 months period reckoned from the date of the first fatal accident. b) Subsequent to bidder's involvement in two cumulative fatal accidents during any financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across POWERGRID (including

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	<p>consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 01-year period reckoned from the date of the second fatal accident (or) 18 months from the date of first fatal accident, whichever is later</p> <p>c. For every subsequent fatal accident in same financial year bids shall be considered nonresponsive in the manner as above for additional 12-month period. This period shall however, in sequence to and shall commence after expiry of non-responsiveness period on account of earlier accidents.</p> <p>3. The Employer 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.</p> <p>4. An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.</p> <p>7.3. <u>EVALUATION OF TECHNO - COMMERCIAL PART:</u></p> <p>The Employer 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 Employer will examine the information supplied by the bidders in their bid and other requirements in the Bidding Documents, taking into account the following factors:</p> <p>a) Overall completeness and compliance with the Technical Specifications and Drawings, deviations from the Technical Specifications; 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.</p> <p>b) any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.</p>

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	<p>c) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.</p> <p>d) details furnished by the bidder in response to the requirements specified in Volume-II (Technical Specification) of the Bidding Documents.</p> <p>e) Bidder may note that if opening of the bids 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 case where the Board of the Company/Registrar of the 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 the Bid shall be rejected.</p> <p>7.4. <u>EVALUATION OF SECOND ENVELOPE (PRICE PART):</u></p> <p>a) The Second Envelope i.e., Price Part of only those Bidders 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 qualification and techno commercial evaluation.</p> <p>b) The comparison shall include the applicable taxes, duties and other levies.</p> <p>c) Bidders may note that they have to quote amount for complete scope (i.e. Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL) as mentioned in the Bill of Quantity (BoQ) and bids for incomplete scope shall be rejected.</p> <p>d) The Breakup of prices as per BoQ shall be submitted along with the price part of bid. If break up of price is submitted along with first envelope, bid shall be liable to be rejected.</p> <p>e) In case of mismatch in the prices as per breakup and lumpsum bid price quoted on the GeM Portal, the same shall be revised by adjusting the prices of items on the pro-rata basis matching the lumpsum quoted price on GEM Portal.</p> <p>f) Incase the break up of prices as per BoQ is not submitted along with the bid the same shall be finalised on mutually.</p>

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	g) 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).										
8.	<p><u>Performance Security:</u></p> <p>The Contractor shall, within twenty-eight (28) days of the notification of award/ GEM Contract, furnish Performance Security(ies) for the due performance of the Contract in the amount equivalent to Five percent (5%) of the Contract Price, with a validity upto ninety (90) days beyond the Defect Liability Period.</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/Owner# as stipulated in SCC 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- https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergrid.in. While making online payment towards performance security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:</p> <table border="1"> <tr> <td>Payment Category</td><td>Performance Security</td></tr> <tr> <td>Sub-category</td><td>Performance Security Payment-SR-I</td></tr> <tr> <td>Name of Depositor</td><td>Name of the Contractor/Collaborator/Tower manufacturer/Licenser etc.</td></tr> <tr> <td>Vendor Code, if applicable</td><td>POWERGRID vendor code of the Contractor if existing</td></tr> <tr> <td>Payment Remarks</td><td>Performance Security for <i>[Enter the name of the contract and last four digits of the CA/NOA/GeM Contract Number]</i></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> <p>The Contractor has the option to submit BG (towards Performance Security) using SFMS Platform.</p> <p>The Account details of PPOWERGRID for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform are as given below:</p>	Payment Category	Performance Security	Sub-category	Performance Security Payment-SR-I	Name of Depositor	Name of the Contractor/Collaborator/Tower manufacturer/Licenser etc.	Vendor Code, if applicable	POWERGRID vendor code of the Contractor if existing	Payment Remarks	Performance Security for <i>[Enter the name of the contract and last four digits of the CA/NOA/GeM Contract Number]</i>
Payment Category	Performance Security										
Sub-category	Performance Security Payment-SR-I										
Name of Depositor	Name of the Contractor/Collaborator/Tower manufacturer/Licenser etc.										
Vendor Code, if applicable	POWERGRID vendor code of the Contractor if existing										
Payment Remarks	Performance Security for <i>[Enter the name of the contract and last four digits of the CA/NOA/GeM Contract Number]</i>										

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	Name of the Bank and Address State Bank of India Secunderabad Main Branch, 1-1-78, Patny Circle, Adj. General Post Office, Hyderabad – 500003	IFSC Code SBIN0000916	POWERGRID Current A/c No. 30252661426
8.1	In case the Contractor fails to submit the Performance Security within 90 Days of the Notification of Award/GeM Contract, 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 in line with the ITB and/or may terminate the Contract forthwith pursuant to GCC Clause 36		
9.	<p>Bid to RA(e-Reverse Auction):</p> <p>Subsequent to Evaluation of technical & Second Envelope of bids, by the Buyer, Reverse Auction would be conducted as per Bid to e-RA qualification stated below:</p> <p><u>Bid to RA with 50% elimination rule on GEM Portal :</u></p> <p>Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.</p> <p>After the RA process, the award of contract(s) shall be made by the buyer keeping in view the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 and Public Procurement (Preference to Make-in-India) Order, 2017 as amended from time to time.</p>		

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9.1	Subsequent to e-Reverse Auction, in case of change in the total Bid Price provided in line with the ITB 7.4(d), the reduced price shall be affected on all the items of the BoQ proportionately.
10.	<p>Signing the Contract Agreement</p> <p>10.1. At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.</p> <p>10.2. The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award and the successful Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter.</p>
11.	<p>Confidentiality and Contacting the Employer</p> <p>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 Employer on any matter related to its bid, it should do so in writing.</p> <p>2 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Employer shall be the sole judge in this regard.</p>
12.	<p>Award Criteria</p> <p>12.1 Subject to ITB Clause 14, the Employer will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in Annexure-A (ITB) to perform the contract satisfactorily.</p> <p>12.2 The Employer may request the Bidder to withdraw any of the deviations listed if any in the winning bid.</p> <p>At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of</p>

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	<p>withdrawal stated by him in the bid, his bid will be rejected and his bid security shall be forfeited.</p> <p>Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.</p>
13.	<p>Notification of Award</p> <p>13.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute formation of the contract.</p> <p>13.2 The Employer shall publish the results on its website/GEM Portal, identifying the bid and Specification numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices displayed as per e-form at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.</p> <p>The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.</p> <p>13.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB 08, the Employer will promptly discharge the bid securities pursuant to ITB 1.4.1</p>
14.	<p>Employer's Right to Accept any Bid and to Reject any or all Bids</p> <p>14.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.</p>
15.	<p>Code of Integrity for Public Procurement</p> <p>1.1 Employer as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</p>

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	<p>i) “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;</p> <p>ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;</p> <p>iii) “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Employer, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;</p> <p>iv) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;</p> <p>v) “Conflict of interest”: any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.</p> <p>vi) “Undue Advantage”: improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/ procurement planning of the tender process in which it is participating;</p> <p>vii) “Obstructive practice”: materially impede the Employer’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by 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 by impeding the Employer’s rights of audit or access to information.</p> <p>1.2 Obligations for Proactive Disclosures</p> <p>i) POWERGRID as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare</p>

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	<p>any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and</p> <p>ii) Any bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.</p> <p>iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by POWERGRID. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.</p> <p>1.3 Punitive Provisions: Without prejudice to and in addition to the rights of POWERGRID to other penal provisions as per the Bidding Documents or Contract, if POWERGRID comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, POWERGRID may take appropriate measures including one or more of the following:</p> <p>i) if the bid(s) is under consideration in any procurement</p> <p>a) Forfeiture or encashment of Bid Security</p> <p>b) calling off of any pre-contract negotiations, and;</p> <p>c) rejection and exclusion of the bidder from the procurement process</p> <p>ii) if a contract has already been awarded</p> <p>a) Cancellation/termination of the contract in question;</p> <p>b) Forfeiture or encashment of Contract Performance Guarantee (CPG) of the contract in question;</p> <p>iii) Provisions in addition to above:</p> <p>a) Removal from the list of registered suppliers and banning/debarment of the bidder/contractor from participation in future procurements in line with POWERGRID's policy for "<i>Black-Listing of Firms / Banning of Business</i>".</p> <p>b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;</p> <p>c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.</p> <p>1.4 In pursuance to this policy, the Employer will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders,</p>

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	suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance under this project only and to have them audited by auditors appointed by the Employer.
16.	<p>POWERGRID Whistle Blower and Fraud Prevention Policy:</p> <p>The Contractor/Successful bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the Whistle Blower and Fraud Prevention Policy of Employer displayed on its tender website https://apps.powergrid.in/pgclitenders/u/default.aspx and https://www.powergrid.in/index.php/en/code-conductpolicies.</p> <p>The Contractor/Successful Bidder along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>

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

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 includes 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 SAFETY 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 st Fatal Accident due to negligence by the Contractor	Rs. 50,00,000/-
b.	Upon 2 nd Fatal Accident due to negligence by the Contractor	Rs. 75,00,000/-
c.	Upon 3 rd Fatal Accident due to negligence by the Contractor	Rs. 1,00,00,000/-
d.	Re-occurrence of Fatal Accident even after 3 rd 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 extend 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) -----

	Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL) Funding: Domestic Mode of Bidding: DCB]
	Qualification Criteria
	Qualification of bidder will be based on meeting the minimum passing criteria specified below regarding the Bidder's technical Experience, and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid Schedules.
	The Employer may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package within stipulated time period. This assessment shall inter-alia include (i) document verification; (ii) details of works executed, works in hand, anticipated in future; (iii) manpower and financial resources; (iv) past experience and performance; (v) customer feedback; (vi) 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	Experience
1.1	Technical Experience Bidder should have successfully completed <ul style="list-style-type: none"> a) satisfactory O&M* of minimum 250kM route length of 765kV or above transmission line in a single (1) Contract of minimum duration of 2 years or cumulatively in two (2) Contracts of minimum duration of 1 year each during last 7 years as on the originally scheduled last date of bid submission (soft copy) i.e. 28.05.2025 b) Successful Erection and Stringing**** of not less than 125 kms route length of 400kV or above transmission line cumulatively during last 7 years, as on the originally scheduled last date of bid submission (soft copy) mentioned above.
	Notes for clause 1.1: <i>* Satisfactory O&M means certificate issued by the Employer certifying the maintenance works without any adverse remark.</i> <i>**** Successful Erection and Stringing means certificate issued by Employer certifying successful erection and stringing without any adverse remark.</i>
1.2	Financial Position
a)	Minimum Average Annual Turnover ^{##} (MAAT) for best three years i.e. 36 months out of last five financial years of the <i>bidder</i> should be Indian Rs.125.74 Lakhs

	## Note- Annual Gross Revenue from operations/Gross operating income as incorporated in the profit & loss account excluding Other operating Income/ Other Income.
2.0	The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated above.
	<p><u>Notes:</u></p> <p>a. <u>RELAXATION FOR MSEs</u>[^]</p> <p>Meeting the Technical requirements at Para 1.1 above, 100% relaxation shall be provided to MSE bidders in financial requirement of MAAT specified at Para 1.2 (a) above.</p> <p>[^]MSEs as defined in bidding documents.</p> <p>b. <u>RELAXATION FOR START-UPS</u>^{^^}</p> <p>START-UPS^{^^} meeting the technical requirements at para 1.1 above, shall also be considered qualified if they meet 80% (Eighty percent) of the requirements specified at para 1.2(a) above.</p> <p>^{^^}START-Ups as defined by DIPP, applicable as on the originally scheduled date of bid opening.</p>
3.0	JOINT VENTURE FIRMS: Not Eligible.

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data 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	<p>Addition/ Deletion / Substitutions to the different section of the Bidding Documents</p> <ul style="list-style-type: none">- The words 'Bid' or 'Offer' shall have the same meaning as the word 'Tender'. These words have been used interchangeably and shall carry the same meaning.- The words 'Bidding Documents' or 'NIT Documents' or 'Gem Bid' shall have the same meaning as the words 'Tender Documents'. These words / expressions have been used interchangeably and shall carry the same meaning.- The word 'Bidder' shall have the same meaning as the word 'Tenderer'/'Seller'. These words have been used interchangeably and shall carry the same meaning.- 'Contract Price' means the sum specified in the Contract/Purchase order created/Issued by Buyer in GeM, subject to such additions or deductions therefrom, as may be made pursuant to the contract.- The word 'Employer shall have same meaning as word 'Buyer'.- The word 'Notice Inviting Tender' shall have the same meaning as the word 'Invitation for Bids'. These works have been used interchangeably and shall carry the same meaning.- The word 'Notification of Award' shall have the same meaning as the word 'Contract' generated in the GeM Portal. These works have been used interchangeably and shall carry the same meaning.- The word 'Project Manager' shall have the same meaning as the word 'Engineer-in-Charge'. These works have been

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>used interchangeably and shall carry the same meaning.</p> <ul style="list-style-type: none"> - The provision relating to Joint Venture/ Bids from Joint Venture appearing in the bidding Documents stand deleted as Joint Venture Bid is not applicable for subject package.
2.	GCC 1.1(f)	<ul style="list-style-type: none"> - The word 'Contract' shall have the same meaning as the word 'Contract' generated in the GeM Portal. These words have been used interchangeably and shall carry the same meaning.
3.	GCC 1.1(g)	<p>Replace the existing Clause with the following:</p> <p>'Contract Documents' means the documents list in the Contract /Purchase order created/issued by Buyer on GeM.</p>
4.	GCC 1.1(h)	<p>Replace the existing Clause with the following:</p> <p>'Contract Price' means the sum specified in the Contract/Purchase order created/issued by the Buyer on GeM, 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 the Contract/Purchase order created/issued by the Buyer on GeM.</p>
5.	GCC 1.1 (o) & GCC 1.1(w)	<p>The Employer/ Owner is:</p> <p>Power Grid Corporation of India Ltd (POWERGRID) Sr. GM (C&M), Regional Head Quarters, SRTS-I, Kavadiguda Main Road, Secunderabad -500080, Telangana Kind Attn.: Sr.GM(C&M) Telephone Nos.:</p>
6.	GCC 1.1 (u)	<p>Replace the existing Clause with the following:</p> <p>'Notification of Award' means the official notice/ Contract issued by the Employer through GeM portal notifying the Supplier that his bid has been accepted.</p>
7.	GCC 2.1.1	<p>Replace Sub-Clause GCC 2.1.1</p> <p>The Award/Contracts to be entered into with the successful Bidder shall be Single Contract covering entire scope of work, which shall be placed through GeM Portal.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC				
8.	GCC 2.1.2	Clause 2.1.2 Stands Deleted.				
9.	GCC 2.1.4	Clause 2.1.4 Stands Deleted.				
10.	GCC 2.9	GCC 2.9: Joint Venture : Stands deleted.				
11.	GCC 2.12	Clause 2.12 Stands Deleted.				
12.	GCC 2.14	<p>Replacing Clause GCC 2.14 (Governing Law & its Jurisdiction)</p> <p>The Contract shall be governed by and interpreted in accordance with laws of Union of India and the Courts of Hyderabad shall have exclusive jurisdiction in all matters arising under this Contract.</p>				
13.	GCC 3.0	<p>To be read in Conjunction with GCC Clause 3.</p> <p>SCOPE OF WORK: The scope of work covered under this package shall briefly includes Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL). The detailed Scope of Work shall be as per Scope of Work-TS enclosed in Volume-II.</p>				
14.	GCC 3.1	Clause 3.1 Stands Deleted.				
15.	GCC 3.3	Clause 3.3 Stands Deleted.				
16.	GCC 3.4	Clause 3.4 Stands Deleted.				
17.	GCC 3.5	Clause 3.5 Stands Deleted.				
18.	GCC 4.1	<p>Supplementing Sub-Clause GCC 4.1</p> <p>The period of Contract shall be 3 (Three) Years from the effective date of contract.</p> <table><tr><th>Activities</th><th>Duration in Months from the effective date of Contract for Completion</th></tr><tr><td>Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL).</td><td>36 Months</td></tr></table> <p>If Services provided by the Contractor are found to be satisfactory, the contract may be extended for a further period of (01) One Year on the basis of performance evaluated by the Employer and subject</p>	Activities	Duration in Months from the effective date of Contract for Completion	Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL).	36 Months
Activities	Duration in Months from the effective date of Contract for Completion					
Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL).	36 Months					

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>to acceptance of extension by the Contractor with an escalation of 3.51% per Year on Contract Price beyond 3 Years of Contract Period. However, this will be the sole prerogative of Employer and the Contractor shall have no right to ask for extension.</p> <p>A period of 15 (Fifteen) days shall be provided to successful bidder for mobilization. The effective date of the contract shall be after completion of the mobilization period of 15 (Fifteen) days from the date of issue of Notification of Award (NOA)/ Letter of Award (LOA).</p> <p>During the mobilization period, the Contractor shall obtain/apply for all the requisite insurance policies, licenses/clearances from appropriate authorities such as Labour Authorities, Provident Fund Commissioner etc. A copy of all such documents will be provided to Employer before commencement of work. After completion of mobilization period, work shall be started immediately at site. However, if the bidder has all the requisite documents, mobilization period may be reduced to a mutually agreed time and the same shall be tied up during post bid discussions. The Contractor shall not be allowed to work without having labour license, electrical license, workmen compensation, insurance policy etc.</p>
19.	GCC 4.2 & GCC 1.1(ee)	<p>Supplementing GCC Clause 1.1 (ee) and GCC 4.2 with the following:</p> <p>The term 'Time for Completion' shall stand replaced by 'Duration of the Contract'.</p>
20.	Addition of New GCC sub- clause 4.3	<p>Supplementing GCC Clause 4 with the following:</p> <p>4.3 SITE LOCATION:</p> <ol style="list-style-type: none"> 1. 765 kV D/C Srikakulam-Vemagiri Line : 333.38 kM 2. 400 kV D/C Khammam-Nagarjunaasagar: 144.44 kM
21.	Addition of New GCC sub- clause 4.4	<p>Supplementing GCC Clause 4 with the following:</p> <p>ENGINEER-IN-CHARGE: Station In charge, Power Grid Corporation of India Ltd (POWERGRID) Sr. Dy.General Manager, POWERGRID – VIZAG, Andhra Pradesh. Or Any Officer Nominated by Sr.DGM/Vizag]</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		GeM Consignee used only for Tendering purposes in GeM. Execution of the contract shall be the responsibility of Engineer In Charge or his authorized representative.
22.	GCC 5.1	Replacing GCC Clause 5.1 with the following: The Contractor shall execute the ' Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL) ' with due care and diligence in accordance with the Contract.
23.	GCC 5.5	Clause 5.5: Stands Deleted.
24.	GCC 6.2	Clause 6.2 Stands Deleted.
25.	GCC 6.5	Clause 6.5 Stands Deleted.
26.	GCC 6.6	Clause 6.6 Stands Deleted.
27.	GCC 6.7	Clause 6.7 Stands Deleted.
28.	GCC 7.2	Following clause shall replace GCC Clause 7.2 The price components shall be FIRM throughout the currency of the contract and no Price Adjustment shall be applicable under any circumstances.
29.	GCC 8.1	Replacing GCC Clause 8.1 with the following: <u>Terms of Payment:</u> 1. Progressive Payments shall be released on a Monthly basis against the work done during the month shall be released upon submission of following documents. (i) Joint Measurement Certificate duly certified by the Engineer Incharge. (ii) Detailed GST invoice in duplicate indicating award letter no. and date and shall be raised in favour of Engineer-in-Charge for verification & processing of payment. (iii) Submission of Acknowledged duplicate copy of NOA/Contract for release of first payment. (iv) Submission of CPG and Statutory insurances for release of first payment. (v) Submission of SLA along with respective Debit/Credit Note (if required)

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>Other Conditions:</p> <p>2. The payment to the Contractor under the Contract will be made by the owner/ Employer' as per the guidelines and conditions specified hereunder.</p> <p>a. Payment shall be released to the contractor on monthly basis. 100% of the payable monthly bill(s) shall be released, after deduction of statutory taxes & levies, within 30 days from the date of submission of bills in proper form & certification by the Engineer-in-charge. 100% of the amount payable shall be released subject to fulfillment of below conditions stipulated herein.</p> <p>b. Contractor shall also submit a Workmen Compensation Policy within the first month of the contract. Payment towards first monthly bill shall be released to the contractor only after submission of Workmen Compensation Policy.</p> <p>1. List of personnel deployed for POWERGRID work (To be submitted with each Bill).</p> <p>2. Payment disbursement sheet for the previous month, consisting of name, total pay, deductions, and net amount paid, e-payment order No., date & name of bank with signatures of employee along with a certificate that the contract labors have been correctly paid.</p> <p>3. Proof of EPF monthly deposit with regional Provident Fund Commissioner, in the standard format as stipulated under the relevant act along with copies of challans vide which PF contribution is deposited (To be submitted with each Bill).</p> <p>4. Proof of deposit of ESI for working personnel with concerned authorities and certificate towards compliance of other statutory provisions for the previous months along with copy of Form 12A and Form 5. However, with the bill for the first month certificates mentioned at b.2, b.3 & b.4 above shall not be applicable.</p> <p>c. The bills are required to be submitted to the Officer-in-Charge and payment will be released by F&A department at POWERGRID, after verification & certification by the officer-in-charge.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>d. GST shall be paid by POWERGRID upon submission of invoice as per GST act on monthly basis. For payment of GST, Reverse charge, if applicable, shall be deposited by POWERGRID as applicable as per GST Rules/ Act. All GST payments 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. Payment towards taxes & duties shall be released by the Employer directly to the Contractor.</p> <p>e. Payment shall be made as per work executed i.e. numbers of operations performed and contractor shall have no right to claim the complete BOQ.</p> <p>f. The payment shall be regulated as per accepted rate only. Contractor shall not be entitled to any extra payment compensation or remuneration relating to work done during unfavourable weather or relating to any special arrangements made to complete the work as per schedule of items.</p> <p>g. No extra payment shall be made to the contractor for working on the holiday and during odd hours.</p>
30.	Additional Clause 8.3	<p>Supplementing GCC 8 with the following:</p> <p>8.3 PAYING AUTHORITY:</p> <p>Sr.GM-F&A, POWERGRID shall be the Paying Authority. Respective Engineer-in-Charge will verify the bills and forward to PPFCL, Bangalore for processing the bills and Sr.GM-F&A, POWERGRID shall release the payment, subject to deductions which include statutory deductions and any other deductions recommended by site.</p>
31.	Additional Clause GCC 8.4	<p>Supplementing GCC 8 with the following:</p> <p>Bill Tracking System:</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC										
		The status of Bill submitted by the Contractor can be checked through the BTS number under tab “Invoice Submitted”.										
32.	GCC 9.2	Advance Payment Security: Not Applicable										
33.	GCC 9.3.1	<p>Replace Sub-Clause GCC 9.3.1 with the following:</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 Five percent (05%) of the Contract Price, with a validity up to ninety (90) days beyond the Contract Period. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual Contract period, as may be required under the Contract.</p>										
34.	GCC 9.3.1.1	Clause 9.3.1.1 Stands Deleted.										
35.	GCC 9.3.2	<p>Replace Sub-Clause GCC 9.3.2</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/Owner# as stipulated in SCC/ 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- https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergrid.in while making online payment towards performance security, the bidder shall choose Segment as “Suppliers” and fill in details as follows:</p> <table><tr><td>Payment Category</td><td>Performance Security</td></tr><tr><td>Sub-category</td><td>Performance Security Payment-POWERGRID</td></tr><tr><td>Name of Depositor</td><td>Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.</td></tr><tr><td>Vendor Code, if applicable</td><td>POWERGRID/POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing</td></tr><tr><td>Payment Remarks</td><td>Performance Security for <i>[Enter the name of the contract and last four digits of the CA/NOA/GeM Contract Number]</i></td></tr></table>	Payment Category	Performance Security	Sub-category	Performance Security Payment-POWERGRID	Name of Depositor	Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.	Vendor Code, if applicable	POWERGRID/POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing	Payment Remarks	Performance Security for <i>[Enter the name of the contract and last four digits of the CA/NOA/GeM Contract Number]</i>
Payment Category	Performance Security											
Sub-category	Performance Security Payment-POWERGRID											
Name of Depositor	Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.											
Vendor Code, if applicable	POWERGRID/POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing											
Payment Remarks	Performance Security for <i>[Enter the name of the contract and last four digits of the CA/NOA/GeM Contract Number]</i>											

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
		<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>						
36.	GCC 9.3.4	For this package bids from Joint Venture is not permitted. Hence, clause 9.3.4 of GCC stands deleted.						
37.	Additional Clause GCC 9.3.5	<p>Add new sub Clause GCC 9.3.5</p> <p>No interest shall be payable by the Employer on the performance Security.</p>						
38.	Additional Clause 9.3.6	<p>Adding New Sub-Clause GCC 9.3.6:</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 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/ 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>						
39.	GCC 9.4 (b)	<p>Supplementing Sub-Clause GCC 9.4 (b) is replaced with the following:</p> <p>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). The Supplier has the option to submit BG (towards Performance Security) using SFMS Platform.</p> <p>The Account details of POWERGRID for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform are as given below:</p> <table border="1"> <tr> <th>Name of the Bank and Address</th><th>IFSC Code</th><th>POWERGRID Current A/c No.</th></tr> <tr> <td>State Bank of India Secunderabad Main Branch,</td><td>SBIN0000916</td><td>30252661426</td></tr> </table>	Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.	State Bank of India Secunderabad Main Branch,	SBIN0000916	30252661426
Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.						
State Bank of India Secunderabad Main Branch,	SBIN0000916	30252661426						

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC		
		1-1-78, Patny Circle, Adj. General Post Office, Hyderabad - 500003		
		In addition to the above, the Bank Guarantee (towards Performance Security) should be submitted in the Physical form as specified in GCC Clause 9.		
40.	GCC 9.4 (c)	Supplementing Sub-Clause GCC 9.4 (c) is replaced with the following: 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		
41.	GCC 9.5	Clause 9.5 Stands Deleted.		
42.	GCC 10.3	Clause 10.3 Stands Deleted.		
43.	GCC 10.4	Clause 10.4 Stands Deleted.		
44.	GCC 10.9	Replace GCC Clause 10.9 Owner's GSTIN number in each state/UT is published on the Owner's company website https://www.powergrid.in while raising invoice/proforma invoice for Supply of Goods, Contactor shall bill to		
45.	Add New Clause 12.6	Adding New Sub Clause GCC 12.6 as below: Cyber Security: Contractor's manpower shall not indulge in unauthorized access of the Employer's PCs /Workstations.		
46.	Additional Clause GCC 12.7	The photographs taken by contractor during maintenance activities and drawings, instruction manuals, technical, operational & other information provided by Employer shall not be shared by contractor with any Contractor/ person other than that authorized by EMPLOYER.		
47.	GCC15	Replace Clause GCC 15 The contractor shall not sublet any portion of the contract		
48.	GCC 16	Design and Engineering Stands Deleted.		
49.	GCC 17	Plant and Equipment Stands Deleted.		
50.	GCC 18.1.3(a)	Replace GCC Clause 18.1.3 (a) with the following:		

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>The Contractor shall provide and employ highly skilled, skilled, semi-skilled and unskilled personnel/ labor as is necessary for the proper and timely execution of the Contract. Labour having “Recognition of Prior Learning” (RPL) Certification (under Pradhan Mantri Kaushal Vikas Yojana (PMKVY)) may also be employed by the Contractor.</p> <p>The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC & ST persons, that has the necessary skills.</p>
51.	GCC 18.3.1.3	<p>.....</p> <p>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).</p>
52.	GCC 18.3.1.4	<p>18.3.1.4 Salient features of some major laws applicable to establishments engaged in building and other construction works:</p>
53.	GCC 18.3.1.4 (a)	<p>Replace the para 18.3.1.4 (a) with the following:</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>
54.	GCC 18.3.3	<p>Adding New Sub Clause GCC 18.3.3 as below:</p> <p>Safety</p> <p>1.1 The Contractor has to provide sufficient quantity of Personal Protective Equipment (PPE)/ safety equipment conforming to</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>Indian / International standards and provide this equipment to it's manpower at site as per the work requirement. The Contractor's Maintenance In-charge has to ensure that all deployed manpower must use requisite Personal Protective Equipment / safety equipment at site.</p> <p>1.2 The Contractor shall submit relevant test certificates as per IS/IEC/ International standard as applicable to PPEs & T&Ps to the Employer before its usage.</p> <p>1.3 Employer may issue warning letter to Maintenance In-charge of Contractor in violation of above norms.</p> <p>1.4 If the contractor does not take adequate safety precautions and / or fails to comply with the safety rules as prescribed under the applicable law for the safety of the equipment and for the safety of personnel or the contractor does not prevent hazardous conditions which causes injury to his own employees or the employees of the Employer or employees of the other contractors / agencies or any other person who are at site or adjacent thereto It may be noted that in case, accident involves a manpower deployed by Contractor at work site or general public, then Contractor Maintenance In-charge shall report/inform the accident immediately to the Employer and to all the concerned Statutory Authorities i.e.</p> <ol style="list-style-type: none"> a. The officer In-charge of the nearest Police Station of the associated Police Station. b. District administration (District Magistrate/ Sub-Divisional Magistrate) c. The Regional Labour Commissioner d. Commissioner of Employee Compensation (State) with which the person involved was registered as beneficiary, and e. The next of kin or other relative of the person involved in the accident. f. Insurance company <p>1.5 In case an accident happens, the affected person(s) must be administered first-aid and all efforts made to immediately shift to nearby Hospital or any other such place for medical treatment. It should be the responsibility of the Contractor to</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC									
		<p>furnish all details in this regard to the Employer in writing. Failure to comply with requirement may entitle the Employer to withhold any dues or suspend the work that is being carried out by the Contractor and recover the damages / costs arising from such non-compliance by the Contractor. The Contractor's Maintenance In-charge ensures compliance of the same.</p> <p>1.6 Adherence to Safety Provisions as per Appendix-AA attached to TS.</p>									
55.	GCC 18.4	Opportunities for other contractors: Stand deleted.									
56.	GCC 19	Test & Inspection: Stands Deleted.									
57.	GCC 20	Completion of the Facilities and Operational Acceptance: Stands Deleted.									
58.	GCC 21.2	<p>Replace the existing Provision GCC 21.2 as below:</p> <p>1.LD/Deduction towards non-performance/ Absence of Manpower/ Vehicle:</p> <p>1.1. Insufficient Manpower: Contractor to ensure availability of the manpower as per the minimum manpower requirement to manage the Operation & Maintenance efficiently.</p> <p>The Manpower deployment shall be 100% of the minimum Manpower as defined at clause 3.1 in Scope of Work given in the Technical Specification (Vol-II).</p> <p>Mandatory presence required in a Month for all personnel: 26 days</p> <p>Failing Mandatory presence required in a Month, proportionate deduction for the relevant month shall be applicable as per table below:</p> <table border="1"> <tr> <th>Sl. No.</th><th>Description of manpower</th><th>Deduction in INR per day per person on non-deployment less than Mandatory presence</th></tr> <tr> <td>1</td><td>Maintenance In-charge</td><td>4,000</td></tr> <tr> <td>2</td><td>Maintenance Engineer</td><td>2,400</td></tr> </table>	Sl. No.	Description of manpower	Deduction in INR per day per person on non-deployment less than Mandatory presence	1	Maintenance In-charge	4,000	2	Maintenance Engineer	2,400
Sl. No.	Description of manpower	Deduction in INR per day per person on non-deployment less than Mandatory presence									
1	Maintenance In-charge	4,000									
2	Maintenance Engineer	2,400									

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC		
		3	Diploma Engineer	2,000
		4	Fitter/Electrician	1,400
		<p>Absences of personnel for any reasons shall be duly made up by deploying alternate staff on a best endeavor basis. Contractor to arrange a suitable replacement against the staff member going to avail a planned leave more than 10 Days in succession in a month.</p> <p>Contractor shall ensure minimum 1 -month overlap period in case of change of manpower without any additional cost to POWERGRID. Penalty of 1 months wages of the respective manpower will be imposed for non-compliance. In case of resignation, absconding of the manpower from their duties, contractor should bring the same in notice of the Employer immediately after the incident and should arrange a suitable replacement.</p> <p>1.2 Non-Deployment of T&Ps: Deployment of critical T&Ps at Sub-station / cluster level to be ensured by contractor. In case of non-deployment an amount of Rs. 5000/- per day shall be deducted from monthly bill for the period of non-deployment of T&Ps. The T&Ps of less frequent requirement needs to be arranged by contractor immediately on receipt of instruction from Employer. In case of delay in deployment of T&Ps beyond 48 hours from the receipt of intimation from SPV/POWERGRID, An amount of Rs. 5000/- per day shall be deducted from monthly bill for the period of non-deployment of T&Ps.</p> <p>1.3 Delay in Payment of Wages: For any delay in payment of wages / salary beyond seventh day of any month by the Contractor to any of its employee deployed in respective POWERGRID location under subject contract, liquidated damages of Rs. 250/- per day per employee shall be levied from the Contractor by the SPV/POWERGRID for each case of default. Engineer In-charge/ authorized representative of the contract shall ensure strict compliance of the same.</p> <p>1.4 Non-Deployment of Vehicle: Deduction of Rs. 2000.00 for non-deployment of minimum one vehicle per day as per scope of work.</p>		

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		1.5 Damage of Employer assets: Damage of Employer assets (Hardware, Insulator, Tower Parts, and Accessories etc.,) if any, due to Improper Work Procedure /mis handling/human error due to manpower deployed by outsource agency, the cost of asset and restoration shall be recovered/ deducted from the outsource agency which is in addition to other deductions/recovery elsewhere mentioned in the contract. The maximum recovered/deducted amount on this account shall not be more than five percent (05%) of the Contract Price.
59.	GCC 22	Defect Liability: Stands Deleted.
60.	GCC 23	Functional Guarantees: Stands Deleted.
61.	GCC 24	Equipment Performance Guarantees: Stands Deleted.
62.	GCC 27	Transfer of Employership: Stands Deleted.
63.	GCC 28	Replace the existing Provision GCC 30 as below: The Contractor shall be responsible for the care and custody of spares during handling.
64.	GCC 30.1(a)	Marine Cargo Policy/Transit Insurance Policy: Stands Deleted.
65.	GCC 30.1(b)	Replace the existing Provision GCC 30.1(b) as below: Erection All Risk Policy/Contractor All Risk Policy: The above policy shall be obtained before commencement of Maintenance work as and when required. The cost of insurance premium at each instance shall be reimbursed to the Contractor by the employer based on the documentary evidence for the premium paid. The contractor shall finalize the insurer from the lowest quoted Insurers and shall take the consent from the employer before finalizing the Insurance Premium amount and Insurer. 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 if any. The Contractor shall take the policy in the joint name of Employer and the Contractor. The policy shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the taking over of site by Employer and the period of the coverage shall be determined with the approval of the

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>Engineer In-Charge of Employer</p> <p>Third Party Liability cover with cross Liability within Geographical limits of India as on Add-on cover to the basic EAR cover:</p> <p>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 Employers' property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with scope of work.</p> <p>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 to be included in the Contract Price.</p>
66.	GCC 30.1(d)	<p>Supplementing the Sub-Clause 30.1(d):</p> <p>(IV) The contractor shall take adequate Group Insurance and Workman Compensation as per act applicable for the said work for its deployed manpower during execution of contract. The expenditure incurred towards premium for such policies shall be borne by the contractor without any additional cost to the Owner. It shall be obligatory on the part of the contractor to provide a copy of group insurance/ Workman Compensation policy for the manpower deployed before commencement of work to the Engineer In-Charge of Owner. The above policies should be valid throughout the duration of the contract.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>(V) The Contractor shall mandatorily cover its deployed personnel under ESI. Locations where ESI benefits are not extended/ if employees are not covered under ESI, the Contractor shall make available equivalent insurance coverage under the provisions of Employees Compensation Act (EC Act 1923). The Contractor shall also take Mediclaim policy of Rs. Two Lakhs towards medical coverage for each of its staff deployed in SPV/POWERGRID location under the subject contract. The Contractor shall arrange for necessary ESI / EC cover & medical even for any staff deployed for very short duration. The expenditure incurred towards contributions/ premium for such policies shall be borne by the Contractor without any additional cost to the Employer. It shall be obligatory on the part of the Contractor to provide a copy of ESI Cards/ Employee Compensation (EC) policy and group medical insurance/ Mediclaim for the manpower deployed before commencement of work to the Engineer In-Charge of Employer. The above policies should be valid throughout the duration of the contract.</p> <p>(VI) The Contractor shall ensure that all legal dues, including Employees Compensation against Employee Compensation Policy, is paid to the legal heir of the deceased/injured within the time frame as per Employee (Workmen) Compensation Act. If Contractor failed to deposit the Compensation amount to the concerned Compensation Commissioner, equivalent amount shall be with-held from running bills of Contractor and POWERGRID shall submit the same to Commissionerate office without delay.</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to the above. 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.
67.	GCC 33.2.3	Supplementing Clause GCC 33.2.3: Percentage for the Change Proposal under this Clause shall be limited to 30% .
68.	GCC 34	Replace the existing Provision GCC 34 as below: If the services provided by contractor are found to be satisfactory, the contract can be extended for a further period of 01(One) year at the discretion of Employer with an escalation @3.51% per Year on Contract Price beyond 3 Years of Contract Period on same terms and conditions. However, this will be the sole prerogative of Employer and Contractor will have no right to ask for extension.
69.	Add New Clause 36.5	<u>Short Closing of Contract due to Transfer of Asset</u> Employer may short close this contract with sixty (60) days prior written notice to contractor, upon the occurrence of: Sale or transfer by Employer of its rights in the project or a sale or transfer of all or substantially all of the assets of or interests in Employer.
70.	GCC 39.4	The last line of GCC 39.4 is replaced with the following: The venue of arbitration shall be Hyderabad.
71.	GCC 39.6 & GCC 39.7	Replace the existing Provision GCC 39.6 as below: 39.6 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. 39.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
72.	Add new Clause 40	<p>Indemnification</p> <p>40.1 Contractor shall keep Employer indemnified against all claims/ liability whatsoever on account of statutory payments, costs, damages and charges arising out of personal injury / disability or death of contractor's employees/personnel caused by any reason whatsoever. Employer will not be responsible for any injury, damage etc. caused to any of the Employee/personnel put on the job by the contractor directly or indirectly. In the event of any claim Contractor will be solely responsible to meet such claims and Employer will not entertain any claim whatsoever in this regard.</p> <p>40.2 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 there under, regulations or notifications including amendments.</p> <p>40.3 The Contractor shall indemnify the Employer, its officers and employees from and against all actions, claims, demand, suits and proceedings by the third party for the acts/omissions of the Contractor and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities which the Employer may be liable to pay, incur or sustain as a result of performance or non-performance, observance or non-observance by the Contractor of any of the terms and conditions of the Contract.</p>
73.	Add New Clause GCC: Conciliation 41.1	<i>The mechanism of Dispute resolution through Conciliation shall be available in cases where the amount involved in the dispute exceeds INR 1 Cr.</i>
74.	GCC 41.2	<i>The settlement of Disputes through conciliation mechanism shall be done by the Conciliation Committee of Independent Experts (CCIE) constituted by Ministry of Power, Govt. of India as per the procedure outlined in its OM dated 29.12.2021 as detailed herein below and its subsequent amendments/modifications (if any).</i>
75.	GCC 41.2.1	<i>Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local</i>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<i>transport charges for each day of proceeding. The conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months. In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.</i>
76.	GCC 41.2.2	<i>The CCIE shall hold day to day sitting at the Headquarter of the Employer or New Delhi and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.</i>
77.	GCC 41.2.3	<i>All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.</i>
78.	GCC 41.3	<i>The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement.</i>
79.	GCC 41.4	<p><i>The Standard Operating Procedure for the conciliation mechanism shall be as follows:</i></p> <ul style="list-style-type: none"> <i>i) On receipt of a reference from the Contractor for conciliation of dispute, the concerned Executive Director (Region) of the Employer shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Employer to crystallize the issues and prepare the agenda containing the gist on each dispute.</i> <i>ii) Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the event of the matter remaining unresolved internally.</i> <i>iii) The Employer will also be free to suggest the option of resolution of disputes by conciliation in case a dispute has arisen. The contractor may select any one of the CCIEs as constituted by MOP after leaving</i>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p><i>out those CCIEs which are unavailable due to work load or any other reason as maintained by Central Electricity Authority (CEA).</i></p> <p><i>iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.</i></p> <p><i>v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail.</i></p> <p><i>vi) In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.</i></p> <p><i>vii) After successful conclusion of Conciliation, proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.</i></p> <p><i>viii) In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised.</i></p>
80.	GCC 41.5	<p><i>In cases of disputes pending before the Arbitration Tribunals or the Courts, both of the parties (i.e. Employer and Contractor) need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proceed to examine such reference(s). The option of resolution through conciliation through CCIE would be open only in the event of the parties withdrawing from arbitration proceedings and undertaking to forego their rights to proceed for further arbitration in the subject matter. However, other legal remedies would be open to the parties in the event of the conciliation proceedings not being successful.</i></p>
81.	GCC 41.6	<p><i>During settlement of disputes and conciliation proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</i></p>

Confidentiality:

The Contractor and its personnel deployed in the works under the subject contract shall hold all information, data, material, instructions, communications, the terms & conditions of business as strictly confidential, whether received in writing or oral form from POWERGRID. Any technical / business information that the Contractor's employees acquire while their engagement in the location OR through access to POWERGRID computer system/ network/ database while on or off POWERGRID premises, shall be treated as Confidential information. However, any information, sharing / disclosure of which is required to be done as per any statutory requirement/ compliances, the same shall be informed to POWERGRID in advance.

----- End of (SCC) ----

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 for **'Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL)**, under **GeM BID NO: GEM/2025/B/6147770** (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; 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 10, or
 - (ii) To furnish the required performance security, in accordance with ITB Clause 8.
- 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.”

Operation & Maintenance of Transmission Lines associated with Vizag Transmission
Company Limited (VTL)

GeM Bid No. GEM/2025/B/6147770

(Declaration regarding events encountered pursuant to **ITB Clause 1.1**)

Bidder's Name and Address:

To:

Name:.....

Contract Services,

Address:.....

POWERGRID,
Secunderabad
Telangana- 500080

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"/> <input type="checkbox"/>	Yes No
2.	Whether there was Encashment of CPG(s) due to non-performance	<input type="checkbox"/> <input type="checkbox"/>	Yes No
3.	Whether there was repeated failure of major Equipment(s) while in service*	<input type="checkbox"/> <input type="checkbox"/>	Yes 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"/> <input type="checkbox"/>	Yes 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"/> <input type="checkbox"/>	Yes No
6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been</i>	<input type="checkbox"/> <input type="checkbox"/>	Yes@ No

Sr. No.	Event	
	<i>initiated under IBC)</i>	

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/PESL (Owned as well as Consultancy)*

*2. *In case POWERGRID/PESL 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:

Sl. No.	Type of Package/ Contract	Main aspect of the QR	Criteria for working out 50% of the Contract
1.	Conductor/Insulat 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/React 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 :

Printed Name :

Place :

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 "Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL)" GeM Bid No: **GeM Bid No. GEM/2025/B/6147770**. **POWERGRID** values full compliance with all **relevant laws of the land, rules, regulations, economic use of resources, and of fairness/ transparency in its relations with its Bidders/ Contractors.**

In order to achieve these goals, **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/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/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/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 recuse himself/herself from that case**
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he / **she** will so inform the Chairman-cum-Managing Director, 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 Section – I : Invitation for Bids and/or ITB: Conditions of Contract, Volume-I of the Bidding Documents.*

Section IX - Pact Duration

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

Section X - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of POWERGRID/POWERGRID. The Arbitration/**Conciliation** clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. **Side agreements have not been made.**
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).
- (5) **Issues like Warranty/Guarantees etc. shall be outside the purview of IEMs.**
- (6) Views expressed or suggestions/submissions made by the parties and the recommendations of the **CVO/IEM[#]** in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the **arbitral/Conciliation** or judicial proceedings (arising out of the **arbitral/Conciliation** proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

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

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

(Signature) _____

(For & On behalf of POWERGRID)

(Office Seal)

Name:_____

Designation:_____

(Signature) _____

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

(Office Seal)

Name:_____

Designation:_____

Witness 1 : _____

(Name & Address) _____

Witness 1 : _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____

Witness 2 : _____

(Name & Address) _____

Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL).

[To be certified by OEM of the offered product]

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 16/11/2021 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 **Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL)**.

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 Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL) is percent (%).

That the goods/services/works supplied by me for **O&M works of Transmission Lines associated with Bhuj-II TBCB substation** 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**'/'**Class-II local supplier**'
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi List and total cost value of input used to manufacture the Goods/to provide services/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.>

Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL).

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 BDS 1.0

Bidder's Name and Address:

To:

Name:.....

Contract Services,

Address:.....

POWERGRID Energy Services Limited,
Plot No 42, Sec 44
Gurugram, Haryana,
122001

Dear Sir,

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

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

We certify that we, the bidder and/or our subcontractor/sub vendor 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:

Printed Name:

Place:

Designation:

Operation & Maintenance of Transmission Lines associated with Vizag Transmission
Company Limited (VTL).

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

Bidder's Name and Address:

To:

Name:.....

Contract Services,

Address:.....

POWERGRID Energy Services Limited,
Plot No 42, Sec 44
Gurugram, Haryana,
122001

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 Employer. We understand that if we fail to rectify/furnish the requested documents if any, within 3 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 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 Document/Integrity Pact/Employer's policy.
5. We also confirm that the Employer may verify the supporting documents/ details in connection with above declarations. We further understand that in case of any unethical practices inter-alia including any misrepresentation of facts, submission of false and/or forged details/ documents/ declaration by us, we may be debarred from the participation in Employer's tenders in future as considered appropriate by Employer and our Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

Date :

Printed Name :

Place :

Designation :

Operation & Maintenance of Transmission Lines associated with Vizag Transmission
Company Limited (VTL).

(Declaration regarding Ex-employees of Purchaser in Bidder's firm, E-payment, PF
details and declaration regarding Micro/Small & Medium Enterprises)

Bidder's Name and Address:

To:

Name:.....

C&M Dept.,

Address:.....

POWERGRID

Kavadiguda, Secunderabad

Telangana - 500080

Dear Sir,

1. We declare that we are aware of and have gone through the "Code of Business Conduct and Ethics for Senior Management Personnel" and "Code of Business Conduct and Ethics for Board Members" 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 Chief General Manager and above from POWERGRID and subsequently have been employed by us:

Sl. No.	Name of the person with designation in POWERGRID	Date of Retirement/ resignation from POWERGRID	Date of joining and designation in our organisation
1			
2			
3			



**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 5.

In case of non-submission of No Objection Certificate/ approval of the competent authority, as required, we understand that POWERGRID shall deal with such case as per its Policy and Procedure 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/ or the Bidding Documents and/ or POWERGRID's policy and procedures.

II Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises

We hereby authorize the Purchaser to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:-

1	Address with PIN Code and State	
	Registered Office:	
	Branch Office:	
	Correspondence Address:	
2(a)	Status - Company/others [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable]	

2(b)	<p>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)</p> <p>Note: Documentary evidence is to be attached. Please refer remarks at the end of the attachment.</p>	
2(c)	<p>If 2.(b) is 'Yes' please mention whether you are (Proprietary MSE/Partnership MSE/Private Limited Company) owned by SC/ST entrepreneurs.</p>	
2(d)	<p>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)</p> <p>Note: Documentary evidence is to be attached.</p>	
3	Permanent Account (PAN) No.	
4	GST Nos. (STATE WISE)	
5	PF Registration No. of the Company	
6	PF Regional Office covered (with Address)	
7	Name of Contact Person	

	Designation	
8	Contact Details	
	Landline(s):	
	Mobile(s):	
	Email ID :	
9	Bank Details for Electronic Payment	
	Name of the Bank:	
	Address of Branch:	
	Account No.:	
	Type of Account: (Saving Account/Current Account)	
10	9 digit MICR code printed at bottom in middle, next to cheque no.	
11	IFSC (for RTGS)/NEFT Code <i>(to be obtained from the Bank)</i> Sample Cancelled Cheque to be enclosed	

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Purchaser responsible.

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 POWREGRID's website <https://www.powergrid.in>

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.

Attachment-8 (QR)

Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL).

GeM Bid SPECIFICATION No. : **GEM/2025/B/6147770**

(Qualifying Requirement Data)

Bidders's Name & Address:

To:
C&M Dept.

Name: POWERGRID
Address: Kavadiguda, Secunderabad
Telangana-500080

Dear Sir,

In support of the Qualification Requirements (QR) for bidders, stipulated in Annexure-A (ITB) Volume-I & Additional Information required as per ITB of the Bidding Documents, we furnish herewith our QR data/details along with other information, as follows herewith our stipulations have been reproduced in italics for ready reference, however, in case of any discrepancy the QR as given in BDS shall prevail).

* We have submitted bid as individual firm.
(i)

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

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

- A** Attached copies of original documents defining :
- a) The constitution or legal status;
 - b) The principal place of business;
 - c) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms).
- B** Attached original & copies of the following documents :
- a) Written power of attorney of the signatory of the Bid to commit the bidder.

GENERAL INFORMATION

Bidder is required to provide general information as per the following format.

1.0 TECHNICAL REQUIREMENTS *{Reference para 1.0 of Annexure-A (BDS)}*

TECHNICAL EXPERIENCE

Qualification Criteria						
	Qualification of bidder will be based on meeting the minimum passing criteria specified below regarding the Bidder's technical Experience, and Financial Position as demonstrated by the Bidder's responses in the corresponding Bid Schedules.					
	The Employer may assess the capacity and capability of the bidder, to ascertain that the bidder can successfully execute the scope of work covered under the package within stipulated time period. This assessment shall inter-alia include (i) document verification; (ii) details of works executed, works in hand, anticipated in future; (iii) manpower and financial resources; (iv) past experience and performance; (v) customer feedback; (vi) 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	Experience					

1.1	Technical Experience						
	a) Bidder should have successfully completed a) satisfactory O&M* of minimum 250km route length of 765kV or above transmission line in a single (1) Contract of minimum duration of 2 years or cumulatively in two (2) Contracts of minimum duration of 1 year each during last 7 years as on the originally scheduled last date of bid submission (soft copy) i.e. XX.05.2025						
	OR						
	b) Successful Erection and Stringing**** of not less than 125 kms route length of 400kV or above transmission line cumulatively during last 7 years, as on the originally scheduled last date of bid submission (soft copy) mentioned above.						
	Notes for clause 1.1:						
	* Satisfactory O&M means certificate issued by the Employer certifying the maintenance works without any adverse remark. **** Successful Erection and Stringing means certificate issued by Employer certifying successful erection and stringing without any adverse remark.						
	Using the following format, each Bidder (individual firms) is requested to list the experience as detailed above, on the basis of which the Bidder wishes to qualify. The information is to be summarised using following format for each experience of the Bidder						
	(The bidder shall attach documentary evidence, such as copies of utility certificates for completed contracts and copies of award letters etc. for ongoing contracts in support of his experience as listed in the following proforma for each Contract in table given below).						

Format-A:

Format for the Bidder in support of meeting the requirement of para 1.1, Annexure-A to ITB of the Bidding Documents)

Work-01

	Name of Bidder		
	Details of Work:		
1	Name of Contract (executed during the last 7 years as on the date of bid opening):		
2	Contract Agreement/NOA/Work Order/LOA Reference No. & Date of Award		
3	Duration of the Contract Period(Start Date of Contract & End Date of the Contract)		
4	Name and Address of the Employer/Utility for whom the Contract is executed by the Bidder		
5	Name of 765 kV** or above transmission line successfully completed continuous satisfactory operation and maintenance		
6	Work Completion Certificate Details(Reference & Issuance Date):		

	7	No. of years the above referred substation is in satisfactory operation as on the originally scheduled date of bid opening	
	8	The Communication/contact Details of Employer/Utility for whom the Contract	
		E-mail ID	
		Telephone No.	
		Fax No.	
			Work-02

	1	Name of Contract (executed during the last 7 years as on the date of bid opening):	
--	---	--	--

	2	Contract Agreement/NOA/Work Order/LOA Reference No. & Date of	

	3	Duration of the Contract Period(Start Date of Contract & End Date of the Contract)	
--	---	---	--

--	--	--	--

	4	Name and Address of the Employer/Utility for whom the Contract was executed by the firm	
	5	Name of Transmission Line Erection and stringing*** of not less than 125 kms route length of 400kV\$ or above transmission line successfully completed during last seven (7) years as on the originally	
	6	Work Completion Certificate Details(Reference & Issuance Date):	
	7	No. of years the above referred substation is in satisfactory operation as on the originally scheduled date of bid opening	
	8	The Communication/contact Details of Employer/Utility for whom the Contract was executed by the firm	
		E-mail ID	
	Telephone No.		
	Fax No.		

2.1 Financial Qualification Data:

B	Turnover details:			Details of documentary evidence submitted in support of Qualification Data
			Turnover (in Rs. Lakh)	
Sl No	Financial year			
1	2023-2024			
2	2022-2023			
3	2021-2022			
4	2020-2021			
5	2019-2020			

	Average Annual Turnover for best Three Years is		
--	---	--	--

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

A	Years preceding to the bid opening		Audited Balance Sheet and Income Statements enclosed	
	1st Year		Yes	
	2nd Year		Yes	
	3rd Year		Yes	
	4th Year		Yes	
	5th Year		Yes	

Date :
Place :

Printed Name :
Designation :

FORM OF CONTRACT AGREEMENT

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 'the 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 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. GeM Contract Ref. No. dated

VOLUME – B

3. “Bidding Documents” comprising of the following:
 - (a) Volume –I of Bidding Documents, read in conjunction with Amendments to to the Bidding Documents.
 - (b) Volume –II of Bidding Documents comprising 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.....)

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.	Total Price for entire scope of work	
Total for Contract Price		

The above contract price is Inclusive of GST.

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference GCC /SCC.....)

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)

The Time of Completion of Facilities as provided in the GeM Contract 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^	Summary of Detailed Price Break-up
Appendix 5A^	Detailed Price Break-up (Price Component)
Appendix 6^	Integrity Pact

[^ to be appended at the Stage of Contract Award.]

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

.....

Signature

.....

Title

in the presence of

Signed by for and
on behalf of the Contractor

.....

Signature

.....

Title

in the presence of

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC/SCC Clause 8.1 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Break-up given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties.

1. TERMS OF PAYMENT

In addition to the Conditions stipulated under GCC/SCC Clause 8.1, the following terms & Conditions will apply.

1.1 Supply of Services Portion

1.1A It would be mandatory for contractor to fulfill the following conditions as per terms & conditions of Contract:

- a) **Signing the Contract Agreement.**
- b) **Performance Securities in line with GCC Clause 9.3.1, and**

- 1.1B** 1. Progressive Payments shall be released on Monthly basis against the work done during the month shall be released upon submission of following documents.
- (i) Joint Measurement Certificate duly certified by the Engineer -In-charge.
 - (ii) Detailed GST invoice in duplicate indicating award letter no. and date and shall be raised in favour of Engineer-in-Charge for verification & processing of payment.
 - (iii) Submission of Acknowledged duplicate copy of NOA/Contract for release of first payment.
 - (iv) Submission of CPG and Statutory insurances for release of first payment.
 - (v) Submission of SLA along with respective Debit/Credit Note (if required)

Other Conditions:

1. The payment to the Contractor under the Contract will be made by the owner as per the guidelines and conditions specified hereunder.
 - a. Payment shall be released to the contractor on monthly basis. 100% of the payable monthly bill(s) shall be released, after deduction of statutory taxes & levies, within 30 days from the date of submission of bills in proper form & certification by the Engineer-in-charge. 100% of the amount payable shall be released subject to fulfillment of below conditions stipulated herein.
 - b. Contractor shall also submit a Workmen Compensation Policy within the first month of the contract. Payment towards first monthly bill shall be released to the contractor only after submission of Workmen Compensation Policy.
 1. List of personnel deployed for POWERGRID work (To be submitted with each Bill).

2. Payment disbursement sheet for the previous month, consisting of name, total pay, deductions, and net amount paid, e-payment order No., date & name of bank with signatures of employee along with a certificate that the contract labors have been correctly paid.
 3. Proof of EPF monthly deposit with regional Provident Fund Commissioner, in the standard format as stipulated under the relevant act along with copies of challans vide which PF contribution is deposited (To be submitted with each Bill).
 4. Proof of deposit of ESI for working personnel with concerned authorities and certificate towards compliance of other statutory provisions for the previous months along with copy of Form 12A and Form 5. However, with the bill for the first month certificates mentioned at b.2, b.3 & b.4 above shall not be applicable.
- c. The bills are required to be submitted to the Officer-in-Charge and payment will be released by F&A department at POWERGRID, after verification & certification by the officer-in-charge.
 - d. GST shall be paid by POWERGRID upon submission of invoice as per GST act on monthly basis. For payment of GST, Reverse charge, if applicable, shall be deposited by POWERGRID as applicable as per GST Rules/Act. 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. Payment towards taxes & duties shall be released by the Employer directly to the Contractor.
 - e. Payment shall be made as per work executed i.e. numbers of operations performed and contractor shall have no right to claim the complete BOQ.
 - f. The payment shall be regulated as per accepted rate only. Contractor shall not be entitled to any extra payment compensation or remuneration relating to work done during unfavourable weather or relating to any special arrangements made to complete the work as per schedule of items.
 - g. No extra payment shall be made to the contractor for working on the holiday and during odd hours.

2. PAYMENT PROCEDURES

2.1 Method of Payment

All invoices/claims shall be raised by the Contractors in the name of Owner.

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) 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".

- e) 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.
- f) The status of Bill submitted by the Contractor can be checked through the BTS number under tab "Invoice Submitted".

****End of Appendix-1****

PRICE ADJUSTMENT

Not Applicable.

****End of Appendix-2****

INSURANCE REQUIREMENTS

Insurance to be taken out by the Contractor

Erection All Risk Policy/Contractor All Risk Policy:

The above policy shall be obtained before commencement of Maintenance work as and when required. The cost of insurance premium at each instance shall be reimbursed to the Contractor by the employer based on the documentary evidence for the premium paid. The contractor shall finalize the insurer from the lowest quoted Insurers and shall take the consent from the employer before finalizing the Insurance Premium amount and Insurer.

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 if any.

The Contractor shall take the policy in the joint name of Employer and the Contractor. The policy shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the taking over of site by Employer and the period of the coverage shall be determined with the approval of the Engineer In-Charge of Employer

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 Employers' property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with scope of work.

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 to be included in the Contract Price.

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.
- (IV) The contractor shall take adequate Group Insurance and Workman Compensation as per act applicable for the said work for its deployed manpower during execution of contract. The expenditure incurred towards premium for such policies shall be borne by the contractor without any additional cost to the Owner. It shall be obligatory on the part of the contractor to provide a copy of group insurance/ Workman Compensation policy for the manpower deployed before commencement of work to the Engineer In-Charge of Owner. The above policies should be valid throughout the duration of the contract.
- (V) The Contractor shall mandatorily cover its deployed personnel under ESI. Locations where ESI benefits are not extended/ if employees are not covered under ESI, the Contractor shall make available equivalent insurance coverage under the provisions of Employees Compensation Act (EC Act 1923). The Contractor shall also take Mediclaim policy of Rs. Two Lakhs towards medical coverage for each of its staff deployed in SPV/POWERGRID location under the subject contract. The Contractor shall arrange for necessary ESI / EC cover & medical even for any staff deployed for very short duration. The expenditure incurred towards contributions/ premium for such policies shall be borne by the Contractor without any additional cost to the Employer. It shall be obligatory on the part of the Contractor to provide a copy of ESI Cards/ Employee Compensation (EC) policy and group medical insurance/ Mediclaim for the manpower deployed before commencement of work to

the Engineer In-Charge of Employer. The above policies should be valid throughout the duration of the contract.

- (VI) The Contractor shall ensure that all legal dues, including Employees Compensation against Employee Compensation Policy, is paid to the legal heir of the deceased/injured within the time frame as per Employee (Workmen) Compensation Act. If Contractor failed to deposit the Compensation amount to the concerned Compensation Commissioner, equivalent amount shall be with-held from running bills of Contractor and POWERGRID shall submit the same to Commissionerate office without delay.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to the above. 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.

****End of Appendix-3****

TIME SCHEDULE

1. The Duration of the Contract shall be as follows:

Activities	Duration in months from the effective date of Contract
Spec. No.: GEM/2024/B/5571660	36 (Thirty- Six Months)

****End of Appendix-4****

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

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 ninety (90) days beyond the end of Contract 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 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 end of Contract 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, 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.

1. 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.”

2. 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.”

Declaration by the bidder for 'Code of Integrity for Public procurement

Operation & Maintenance of Transmission Lines associated with Vizag Transmission
Company Limited (VTL).

GeM Bid No.: GEM/2025/B/6147770

Name and Address of Bidder:

To:

C&M Dept.,

POWERGRID

Kavadiguda, Secunderabad

Telangana - 500080

Dear Sir,

1.0 We have read the provisions of the bidding documents regarding abiding by the 'Code of Integrity for Public Procurement'. Accordingly, we hereby declare that we shall abide by the 'Code of Integrity for Public Procurement' as mentioned under Cl. 24.0 of the Buyer Added ATC.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- (a)
- (b)
- (c)

2.0 We also accept that in case of violation/transgression of this code by us in competing for or in executing the Contract, Employer has the right to take punitive measures as per the provisions of the Bidding Documents and/or POWERGRID's policy and procedure.

Date:

Printed Name:

Place:

Designation:

Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy

Operation & Maintenance of Transmission Lines associated with Vizag Transmission Company Limited (VTL).

GeM Bid No.: GEM/2025/B/6147770

Name and Address of Bidder:

To:

C&M Dept.,

POWERGRID

Kavadiguda, Secunderabad

Telangana - 500080

Dear Sir,

We, hereby, declare that we, along with our associate/ collaborators/ sub-contractors/ sub-vendors/consultants/ service providers shall strictly adhere to the POWERGRID Whistle Blower and Fraud Prevention Policy.

We, along with our associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in our organization to indulge in fraudulent activities during execution of the contract and would immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to our notice.

Date:

Printed Name:

Place:

Designation:

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 OF APPROPRIATE VALUE]

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. datedand 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 Thirty (30) 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 same 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 shall be circulated to Employer's personnel at site [Supervisor(s)/Executive(s)] and Contractor's personnel at site [Gang leader, supervisor(s) / stewards 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 of the Employer.

4. THAT the Contractor shall ensure while executing works the work force is provided with training by the construction Agencies as per applicable Laws in this regard. In addition at least 10 day's Induction training shall be provided by the Agency to the erection/stringing/commissioning staff/gang with maintenance of documentation. Such training shall not be necessary in case the work force has previously undergone training under the same or other Construction agency working in POWERGRID for similar work. For the above purpose, Recognition of Prior Learning (RPL) shall also be acceptable as per the Government directives. 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. The Agency shall issue an induction training records to POWERGRID site in-charge.
5. THAT the Contractor's Safety Supervisor or Safety Steward is dedicatedly available fulltime at every construction site and 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 the Gang leader should be experienced and well versed with the safe working procedures applicable for transmission line/ Sub Station works. The Safety Steward/Supervisor from Contractor'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. The Contractor shall prepare a detailed list of all Tool & Plants (T&P) including lifting machines, lifting tools/ lifting tackles/ lifting gears and all types of ropes and slings etc. to be deployed as per work requirement, including or better than that the requirements as specified in the Technical Specifications and submit the

same to POWERGRID Engineer-in-charge / Project Manager for acceptance /approval.

8. THAT the Contractor shall maintain in healthy and working condition all kind of Equipment's / Machineries / Lifting tools and tackles / 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, Factories Act 1948, Indian Electricity Act 2003, CEA regulation in this regard before start of the project. A register of such examinations and tests shall be properly maintained by the contractor and shall be promptly produced as and when desired by the Engineer In-charge/Project Manager or by the person authorized 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 and Tackles 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 of POWERGRID.

9. 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 (**As per Annexure- 3(SP)**).

Proper control by Contractor shall be exercised such that before work commencement all workers are issued with required PPEs at site, use of safety shoes by workers working on ground, canvas shoes by workers working at height, rubber gum boots during rains/concreting/marshy land works, Twin Lanyard Full body Safety Harness with attachment of light weight such as aluminum 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 horizontal life line for horizontal movement on tower are arranged. No half body harness shall be used at site. 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 should be ensured. Use of cotton / leather hand gloves as per requirement and induction safety helmets, line testers, electrical resistance hand gloves while operating electrical installations / switches. Face shield for protecting eyes while doing welding works and dust masks as per work requirement shall be ensured. Reflective jackets to be used by all workmen at site and differently coloured such jackets by the persons working at height. Requisite Safety net shall be used for reducing the risk of injury / damage.

The Contractor shall 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 suitable penalty shall be imposed by the Contractor as a deterrent on the associated defaulting persons. 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 Engineer In-charge. 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 Engineer In-charge on routine basis.

The Contractor also agrees for addition / modification to the list of PPE, if any, as advised by Engineer In-Charge/Project Manager of Employer.

10. 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 project execution of work.

11. 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.
12. THAT the Contractor undertakes to deploy qualified safety personnel responsible for safety as per requirements of Employer/Statutory Authorities.

THAT the Contractor shall deploy one full time officer exclusively as Safety Officer per contract.

THAT in addition to the Safety Officer, one Safety Supervisor will be deployed for every 25km of transmission line or part thereof of and one Safety Steward

shall be deployed with each gang / activity of the transmission line construction works.

THAT, in addition to the Safety Officer, for all Supply-cum-installation contracts other than transmission line construction works, Safety Steward shall be deployed with each gang/ activity.

The Safety Officer shall be qualified and experienced as per BOCW ACT (Engineering graduate with two years' experience and Diploma in Industrial Safety or alternatively a Bachelor of Science/ diploma in Engineering with 5 years' experience and Diploma in Industrial Safety) and will ensure compliance of safety requirement to satisfaction of Engineer In-charge /Project Manager/Safety Co-ordinator of the Employer. Such Safety Officers shall be assisted by suitable and adequate Safety Supervisors and Safety Stewards. The Safety Officer 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 the work of safety. The curriculum vitae of such person shall be got cleared from POWERGRID Project Manager / Construction staff.

The Safety Supervisor shall be Bachelor of Science/ diploma in Engineering with 2 years' relevant experience in safety.

The qualification of Safety Steward shall be ITI or equivalent with 2 years relevant experience in safety.

The Safety Officer shall ensure that all works being executed are as per approved safe work procedure and best industry practices. Inter-alia at least the following roles / responsibilities shall be discharged by the Safety Officer of the Agency:

- Ensure availability of Site Safety Steward/ Safety Supervisor before any commencement of work and that they shall leave site only after work completion. No work shall be started unless safety steward/ supervisor are available at site. Availability of healthy PPE's, First-aid and T&P shall be ensured by the Safety Officer.
- Ensure presence of full time Safety Supervisor / Safety Steward during tower erection / stringing and that they shall not leave the site before completion of daily work. In absence of Safety Supervisor / Safety Steward, the work shall not be undertaken.
- Ensure conduction of regular pep-talk at site before start of work, site audit/ inspection, Mock drills, First-aid training, Induction training to the new workers, safety awareness program and any on-site/on-job training as per works requirements. Issue of height passes to such skilled fitters and different cards to other fitters for proper identification during site work.
- Arrange for medical check-up of all workers maintenance of health and hygiene of all workers/gangs and site welfare activities
- Conduct period safety audit & inspections for all sites and arrange compliances.

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- Ensure conditioning monitoring of PPEs and T&Ps with unique serial number marking for traceability, proof load testing before deployments, maintaining such records and submission to site-in-charge of Employer.
- Arrange for regular site inspection of PPE's and T&P's to be got done through POWERGRID site supervisor also. No tower erection / stringing work shall be started without presence of POWERGRID site supervisor
- Ensure availability of emergency action plan in case of any disaster event which shall include injury, electrocution, snake-bite, heat stroke, fire, storm, etc. and barricading and safety displays at sites.
- Reporting of Monthly safety activities to Site in-charge of Employer which shall include all incidents, near-miss events etc. Maintenance of all safety records.

The Safety Supervisor shall ensure that all works being executed are as per approved safe work procedure are circulated to all gang leaders and control measures are taken as per site risk assessment. Inter-alia at least the following role shall be discharged by the Safety Supervisor:

- Check availability of safe working procedures with the gangs at site
- Ensure that pep-talk is given before start of work every day, get the records and communicate.
- Ensure Prior Safety training to all workers.
- Arrange the display of safety poster, danger boards, safety flags and caution tape at sites.
- Check height workers having valid height pass and medical fitness of all workers and that no worker is allowed to work without valid medical fitness and height pass
- Ensure height working fitters use the safety belt and proper anchoring of safety belt hooks during working and movements.
- Ensure full time presence of Safety Steward with each gang / location / activity till work completion.
- Ensure that tower erection / stringing work is not started without presence of POWERGRID site supervisor.
- Inspection of PPE's and T&P's and ensure its healthiness, provide safety inspection sticker after verifying the third party certificates at site.
- Monitor safety audit/inspections points and arrange for the compliances.
- Report daily safety activities and other related safety issues to site safety officer / engineer.

The Safety Steward should monitor that all works being executed are as per approved safe work procedure and control measures taken as per site risk assessment. Inter-alia at least the following role shall be discharged by the Safety Steward:

- Ensure approved safe work procedure available at site at all time in language understood by majority of workers. Ensure that all workers clearly

understand the approved work procedure, all the hazards are identified, control measures are taken as per risk assessment with the approved work procedure.

- Arrange the display of safety poster, danger boards, safety flags and caution tape at sites.
- Conduct pep-talk before start of work every day and record it.
- Check height workers having valid height pass and medical fitness of all workers and ensure that no worker is allowed to work without valid medical fitness and height pass.
- Ensure that safety training is imparted to all workers.
- Inspection of PPE's, T&P's and ensure its healthiness, that valid inspection stickers are available at site and shall ensure the marking on PPEs and T&P with unique number.
- Monitor that height workers are using the safety belt and ensure anchoring safety belt hook.
- Ensure that no worker is working under suspended load or height work activity.
- Shall have the authority to stop the work, when work is being executed in unsafe manner.
- Ensure that welfare and first-aid facilities are available at site.
- Ensure compliances of all safety audit and inspection points.
- Report daily safety activities and other related safety issues immediately to the Safety Officer / Safety Supervisor.

The name and details of Safety Officers/ Safety Supervisor/Safety Steward of contractor shall be informed before start of work in writing to Engineer In-charge of Employer. Any change of the incumbent is made during the currency of the contract shall be promptly intimated to the Engineer In-charge of Employer. The copy of organisation chart/ structure of the Contractor in regard to safety shall be submitted. The list is enclosed at **Annexure - 5A (SP).**

THAT the Contractor shall submit a list including details of Explosive Operator (if required), Safety supervisor / nominated person for safety for each such explosive activities. Such persons shall be trained in First Aid Techniques. The list is enclosed at **Annexure - 5B (SP).**

13. 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. Further, the Project Manager shall have the right at his sole discretion to stop the work till the Safety Officer(s)/Safety Supervisor(s)/Safety Steward(s) is deployed by the Contractor. 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 of Employer in this respect shall be conclusive and binding on the Contractor.

14. 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 shall remain suspended and no activity shall take place without compliance and obtaining clearance / certification of the Site Engineer / Supervisor of the Employer to start the work.
15. THAT, in case of an accident at Site, the Contractor shall be liable to pay a compensation to the Employer for further disbursement to the deceased family/ Injured persons as per GCC Clause GCC 18.3.3.24. The permanent disability has the same meaning as indicated in Employees' Compensation Act. The above stipulations is in addition to all other compensation payable to sufferer as per Employees' compensation Act / Rules

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

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 Employees' Compensation Act /other statutory requirement/ provisions of the Bidding Documents.

16. THAT the Contractor shall submit Near-Miss-Accident report alongwith action plan for avoidance such incidence /accidents to Engineer – In-charge/ Project Manager of the Employer. Contractor shall also submit Monthly Safety Activities report 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.
17. 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.
18. THAT the Contractor shall make available of First Aid Box [Contents of which shall be as per Building & Other Construction Workers Act (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 additional at camp and ensures that trained persons in First Aid Techniques with each gang before taking up the execution of work.

19. 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 of the Employer before start of project.
20. 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 will submit copy of the module of training program, enclosed at **Annexure - 9 (SP)**, to Engineer In-charge/Project Manager of the Employer for its acceptance and approval and records maintained.

21. 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 shall 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. Contractor has to ensure that each gang be audited for safety at least once in two months. The Employer's site officials shall also conduct safety audit 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 and shall have right to stop the unsafe work from being done.
22. THAT the Contractor shall develop and display Safety Posters of construction activity at site and also at camp where workers are generally residing.
23. THAT the Contractor shall ensure to provide potable and safe drinking water for workers at site / at camp with required hygiene and sanitation.

24. THAT the Contractor shall do health checkup of all workers from competent agencies as per statutory requirements and reports will be submitted to Engineer In-Charge of the Employer along with the monthly reports.

25. THAT the Contractor shall submit information along with documentary evidences in regard to compliance to various statutory requirements as applicable which are enclosed at **Annexure – 10A (SP)**. In case of work being carried out through sub-contractors the sub – contractor’s workmen / employees shall also be considered as the contractor’s employees / workmen

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)**.

26. THAT a check-list in respect of aforesaid enclosures along with 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’ along with all requisite documents and approval of the same by the Engineer In-Charge/Project Manager of the Employer.

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. 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 shall be the nodal Officers for communication.
3. POWERGRID have right to modify this agreement with effect for the future at any time in case of any statutory law change or any other reason.

CHECK LIST FOR SAFETY PLAN

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
1.	Annexure - 1A (SP) 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 in language understood by workers / gang.	Yes/No	
2.	Annexure - 1B (SP) Manpower deployment plan, activity wise foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. No work to start in case manpower deployment is not as per approved plan.	Yes/No	
3.	Annexure - 2 (SP) 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. Contractor shall get T&P available verified by site engineer of employer before start of project.	Yes/No	
4.	Annexure - 3 (SP) List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable: 1. Industrial Safety Helmet to all workmen at site. (EN 397 / IS 2925) with chin strap and back stay arrangement.	Quantities to be specified	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<ol style="list-style-type: none"> 2. Safety shoes without steel toe to all ground level workers and canvas shoes for workers working on tower. 3. Rubber Gum Boot to workers working in rainy season / concreting job IS 12254. 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. 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.) 6. Retractable type fall arrestor (EN360: 2002) for ascending / descending on suspension insulator string etc. 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. 8. Electrical Resistance hand gloves to workers for handling electrical equipment / Electrical connections. IS : 4770 9. Dust masks to workers handling cement as per requirement. 10. Face shield for welder and Grinders. IS : 1179 / IS : 2553 11. Reflective Jackets to identify the workers IS 1509 12. Safety nets to <u>protect the man and material during fall from height</u> IS 11057 13. Induction safety helmets to warn the worker from induction /charged area and to protect from head injury. 14. Line tester IS 50191,61230,61219 		

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<p>15. Soulder pad to protect the soulder injury</p> <p>16. Horizontal life line to protect the worker from fall from height ISO 1140</p> <p>17. Binocular to check the workers working at heights. Other PPEs, if any, as per requirement etc.</p> <p>The typical list of PPEs per transmission line gang is enclosed herewith.</p>		
5.	<p>Annexure - 4 (SP)</p> <p>List of Earthing Equipment / Earthing devices with Earthing lead conforming to IECs for earthing equipments are - (855, 1230, 1235 etc.) gang wise for stringing activity/as per requirement</p>	Yes/No	
6.	<p>Annexure - 5A (SP)</p> <p>List of Qualified Safety Officers/ Safety Supervisor/Safety Steward of contractor shall be informed before start of work in writing to Engineer In-charge of Employer. Any change of the incumbent is made during the currency of the contract shall be promptly intimated to the Engineer In-charge of Employer. The copy of organisation chart/ structure of the Contractor in regard to safety shall be submitted</p>	Yes/No	
7.	<p>Annexure - 5B (SP)</p> <p>List including details of Explosive Operator (if required), Safety supervisor / nominated person for safety for each such explosive activities. Such persons shall be trained in First Aid Techniques</p>	Yes/No	
8.	<p>Annexure - 6 (SP)</p> <p>Copy of Safety Policy/ Safety Document of the Contractor's company</p>	Yes/No	
9.	Annexure - 7 (SP)		

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	'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.	Annexure - 8 (SP) Safety Audit Check Lists (Formats to be enclosed)	Yes/No	
11.	Annexure - 9 (SP) 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 subcontractor employees. Contractor to maintain documentations of all training programs.	Yes/No	
12.	Annexure - 10A (SP) Information alongwith documentary evidences in regard to the Contractor's compliance to various statutory requirements including the following:		
(i)	Electricity Act 2003 <hr/> <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(ii)	Factories Act 1948	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<hr/> [Name of Documentary evidence in support of compliance]		
(iii)	Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Act 1996) and Welfare Cess Act 1996 with Rules. <hr/> [Name of Documentary evidence in support of compliance]	Yes/No	
(iv)	Employee's Compensation Act and Rules. <hr/> [Name of Documentary evidence in support of compliance]	Yes/No	
(v)	Public Insurance Liabilities Act 1991 and Rules. <hr/> [Name of Documentary evidence in support of compliance]	Yes/No	
(vi)	Indian Explosive Act 1948 and Rules. <hr/> [Name of Documentary evidence in support of compliance]	Yes/No	
(vii)	Indian Petroleum Act 1934 and Rules. <hr/> [Name of Documentary evidence in support of compliance]	Yes/No	
(viii)	License under the contract Labour (Regulation & Abolition) Act 1970 and Rules. <hr/>	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	[Name of Documentary evidence in support of compliance]		
(ix)	Indian Electricity Rule and amendments if any, from time to time. _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(x)	The Environment (Protection) Act 1986 and Rules. _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(xi)	Child Labour (Prohibition & Regulation) Act 1986. _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(xii)	National Building Code of India 2005 (NBC 2005). _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(xiii)	Indian standards for construction of Low/ Medium/ High/ Extra High Voltage Transmission Line _____ [Name of Documentary evidence in support of compliance]	Yes/No	
(iv)	Any other statutory requirement(s) [please specify]	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<div></div> <div>[Name of Documentary evidence in support of compliance]</div>		
13.	Annexure - 10B (SP) Details of Insurance Policies alongwith documentary evidences taken by the Contractor for the insurance coverage against accident for all employees as below:		
(i)	Under Employee's Compensation Act and Rules. <div></div> <div>[Name of Documentary evidence in support of insurance taken]</div>	Yes/No	
(ii)	Public Insurance Liabilities Act 1991 <div></div> <div>[Name of Documentary evidence in support of insurance taken]</div>	Yes/No	
(iii)	Any Other Insurance Policies <div></div> <div>[Name of Documentary evidence in support of insurance taken]</div>	Yes/No	