

Clarification-I dated 08.03.2019 to the Bidding Documents of Substation Package SS30 for 765/400kV Fatehgarh-2 (Jaisalmer) Substation under Transmission scheme for Solar Energy Zones in Rajasthan.

Spec. No.: CC-CS/912-NR1/SS-3934/3/G10;

SL. NO.	CLAUSE NO:	PROVISIONS OF THE BIDDING DOCUMENTS	BIDDERS'S QUERY	POWERGRID'S CLAIRIFICATION
1.	GCC 3.4,	<p>The Contractor shall guarantee that in the event of termination of production of spare parts by the Contractor or his Sub-Contractor:</p> <p>(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</p> <p>(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.</p>	<p>With respect to the requirement of sharing all drawing and technical information of spares -We can only share non-proprietary drawings. We can provide alternate source for the spares or provide the spares from another factory.</p>	<p>Bidder is required to quote in line with the provisions of the Bidding Documents.</p>
2.	GCC 11.1,	<p>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.</p> <p>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.</p>	<p>Please make the suggested changes.</p> <p>We understand that this clause shall apply in relation to all intellectual property rights. Please Confirm.</p>	<p>Provisions of the Bidding Documents are amply clear.</p>

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3.	GCC 25.1,	<p>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.</p> <p>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.</p>	<p>Please add the below clause as 25.1:</p> <p>Contractor shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) failure of Employer to implement any update provided by Contractor that would have prevented the Claim, or (c) Products or Services made or performed to Employer's specifications.</p> <p>For avoidance of any doubt each party shall retain ownership of all confidential information and intellectual property it had prior to the contract. All rights in and to products not expressly granted to Employer are reserved by contractor. All new intellectual property conceived or created by contractor in the performance of this contract, whether alone or with any contribution from Employer, shall be owned exclusively by</p>	<p>Provisions of the Bidding Documents shall remain unchanged.</p>

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			contractor. Employer agrees to deliver assignment documentation as necessary to achieve that result.	
4.	GCC 37,	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.	Please add the following at the end of the Clause: Nothing herein shall affect the right of the Contractor to assign receivable under the Contract by way of factoring.	Provisions of the Bidding Documents shall remain unchanged.
5.	General	General	<p><u>No Nuclear Use:</u></p> <p>The Material/equipment/services sold by the Supplier are not intended for use in connection with any nuclear facility or activity, and the Purchaser warrants that it shall not use or permit other to use the material/equipment/services for such purpose, without advance written consent of Supplier.</p> <p>If in breach of this, any such use occurs, Supplier (and its parent, affiliate, suppliers and subcontracts) disclaims all liability for any nuclear or other damage, injury or contamination, and, in</p>	Material/equipment/services under subject package shall be used for the Scope of Works as provided in the Bidding Documents.

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			<p>addition to any other rights of Supplier, Purchaser shall indemnify and hold Supplier (and its parent, affiliates and employees) harmless against all such liability.</p> <p>Consent of Supplier under this section to any nuclear use, if any, will be conditioned upon additional terms and conditions that Supplier determines acceptable for protection against nuclear liability.</p>	
6.	General	General	<p>Safety:</p> <p>Contractor has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site. Prior to Contractor starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that Contractor may encounter while performing under this Contract. Purchaser shall disclose</p>	Provisions of the Bidding Documents shall remain unchanged.

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			to Contractor industrial hygiene and environmental monitoring data regarding conditions that may affect Contractor's work or personnel at the Site. Purchaser shall keep Contractor informed of changes in any such conditions.	
7.	General	General	<p><u>General Indemnity</u></p> <p>Purchaser (as an "Indemnifying Party") shall indemnify the Contractor (as an "Indemnified Party") from and against claims brought by a third party, on account of personal injury or damage to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this Contract. In the event the injury or damage is caused by joint or concurrent negligence of Purchaser and Contractor, the loss or expense shall be borne by each party in proportion to its degree of negligence. For purposes of Contractor's indemnity obligation,</p>	Provisions of the Bidding Documents shall remain unchanged.

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			no part of the Products or Site is considered third party property.							
8.	GCC 1.1(e) & 1.1(ee) in SCC	<p>Supplementing Sub-Clause GCC 1.1(ee)</p> <p>The Time for Completion shall be as under :</p> <table border="1"> <thead> <tr> <th>Description</th> <th>Duration in Months from the date of Notification of Award</th> </tr> </thead> <tbody> <tr> <td colspan="2">Taking Over by the Employer upon successful Completion of:</td> </tr> <tr> <td>Substation Package SS29 (i) 765/400 kV Bhadla-2 (Jodhpur) Substation Spec. No.: CC-CS/912-NR1/SS-3933/3/G10</td> <td>15 months</td> </tr> </tbody> </table>	Description	Duration in Months from the date of Notification of Award	Taking Over by the Employer upon successful Completion of:		Substation Package SS29 (i) 765/400 kV Bhadla-2 (Jodhpur) Substation Spec. No.: CC-CS/912-NR1/SS-3933/3/G10	15 months	<p>As per the referred clause, it is mentioned that the time for completion of Substation Package SS29 is 15 Months. Considering the complexity (AIS package) and also the manufacturing lead time for the major Equipments (six to eight months from the date of drawing approval) we request you to amend the time for completion as 24 Months. Kindly confirm</p>	Provisions of the Bidding Documents shall remain unchanged.
Description	Duration in Months from the date of Notification of Award									
Taking Over by the Employer upon successful Completion of:										
Substation Package SS29 (i) 765/400 kV Bhadla-2 (Jodhpur) Substation Spec. No.: CC-CS/912-NR1/SS-3933/3/G10	15 months									
9.	A 1.1, (n), GCC	<p>"Effective Date" means the date of Notification of Award from which the Time for Completion shall be determined.</p>	<p>As per the referred clause it was mentioned that "Effective Date" means the date of Notification of Award from which the Time for Completion shall be determined. Also the job duration was mentioned as "from the effective date of NOA".</p> <p>We request you to consider the effective date as only from the date of complete handing over of</p>	Provisions of the Bidding Documents shall remain unchanged.						

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			encumbrance free land to the Successful bidder/Contractor.	
10.	Clause No. 10.11, GCC	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.	As per the referred clause it is mentioned that" <i>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.</i> " However in case the HSN/ SAC code remains the same and only the GST rate of any item is increased/decreased under GST law before or after the award of	Taxes and Duties applicable during execution of Contract shall be dealt in line with the provisions of clause 10 of SCC. However, change in Taxes and Duties in the course of the performance of the Contract, shall be dealt as per the provisions of clause 10.11 and 31 of GCC.

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SL. NO.	CLAUSE NO:	PROVISIONS OF THE BIDDING DOCUMENTS	BIDDERS'S QUERY	POWERGRID'S CLAIRIFICATION
		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.	contract, the same shall be reimbursed at actuals by the employer. Kindly confirm.	
11.	Clause No.27.2, ITB	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall..... 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 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.....	As per the referred clause it is mentioned that" <i>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.</i> " We would like to highlight that HSN code is	Provisions of Bidding Documents in this regard are amply clear.

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			varying from vendor to vendor for each equipment. Hence we shall provide complete HSN code during the execution of contract. However GST rate & Group code for all the equipment is quoted in the respective column of the price schedule, which shall be considered for evaluation.Kindly Confirm	
12.	Clause no. 10.11, GCC	<p>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).</p> <p>.....</p> <p>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.</p>	As per the referred clause it is mentioned that" <i>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</i> ".	In case of change in tax as interpreted in clause 10.11 in the course of performance of the Contract, POWERGRID shall examine its impact on the affected transactions under the Contract in totality, for fair and impartial adjustment in the Contract Price, if required. The Contractor shall furnish the relevant

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			Request to kindly clarify the term equitable adjustment and the modality in which it would be operated.	details/documents for this purpose, as may be required by POWERGRID.
13.	Cl. No. 10 GCC	<p>Taxes and Duties</p> <p>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.</p> <p>If it is statutory requirement to make deductions towards such taxes and duties or any other applicable taxes and duties, the same shall be.....</p>	<p>We understand that 1% BOCW cess shall be applicable only on the Civil & Installation works. Please confirm.</p> <p>Kindly confirm that labour cess of 1% will be applicable only on the Services portion (Erection and Civil) only</p>	Bidder is required to quote in line with the provisions of the Bidding Documents.
14.	Clause 26.1, GCC	<p>Limitation of Liability</p> <p>Except in cases of gross negligence or willful misconduct,</p> <p>(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</p> <p>(b) the aggregate liability of the Contractor to the</p>	We presume that the amount of aggregate liability of the bidder to PGCIL shall be 100% of the contract price. Kindly confirm	Provision of Bidding Document in this regard is amply clear.

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		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.		
15.	Clause 1.7, Appendix -I - Terms & Procedures of Payments -Forms	<p>Taxes and duties applicable as per Indian Tax laws, concerning Supply of Goods and Services in respect of transaction between the Employer and the Contractor, shall be reimbursed by the Employer as follows:</p> <p>(a) GST, if applicable, on Advance payment shall be reimbursed along with the Advance payment.</p> <p>(b) In case of Ex-works supply of goods, GST shall be reimbursed along with progressive payment on dispatch.</p> <p>(c) In case of Installation, the remaining GST(GST charged on invoice less GST on advance) shall be reimbursed along with Progressive payment on completion of Erection activity.</p> <p>(d) GST on type test shall be reimbursed after successful completion of the Type test and along with the progressive payment on dispatch for the first consignment of Equipment for which the type test has been conducted.</p> <p>(e) GST on Training charges shall be reimbursed on successful completion of Training.</p> <p>(f) 100% GST reimbursable on account of increase in</p>	<p>We understand that complete GST (100% less the advance) on each progressive payments on supply, installation, type test & training charges shall be reimbursed along with the corresponding progressive payment. For example, in case of supply of equipment, along with 60% progressive payment, the complete GST corresponding to the same would be reimbursed.</p> <p>Kindly confirm our understanding</p>	Please refer sl. no. a & b of referred clause.

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		<p>Contract price due to price adjustment shall be reimbursed along with the 90% payment of the Price adjustment amount.</p> <p>All GST payment except GST applicable on Advance shall be against GST invoices/debit notes raised by the Contractor as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Reimbursement of GST payment against Advance payment shall be against proforma invoice(s). Further, the Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law. Payment towards taxes & duties shall be released by the Employer directly to the Contractor.</p>		
16.	Clause 9.2.2, GCC	<p>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.</p> <p>- Procedure for effective reduction in the Advance Payment Security</p> <p>The Advance Payment Security shall be allowed to be reduced every six (06) months after First Running</p>	As per the referred clause- "The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to 110% of the advance payment calculated in accordance with the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the	In line with clause 9.2.2, the advance payment security shall be discharged after completion of the facilities or relevant part thereof corresponding to which advance has

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		<p>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.</p>	<p>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".We understand that, bidder will be entitled to get the Advance Payment Security released immediately after the advance paid by the Employer has been fully recovered. The Contractor shall not be required to keep the bank guarantee extended even after repayment of advance amount. Kindly confirm.</p>	<p>been drawn.</p>
17.	Clause no. 9.2, GCC	<p>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:</p> <p>a. 110% (one hundred ten percent) of the amount of Advance for Supply of Goods; and</p>	<p>As per the referred clause - 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</p>	<p>Provision of Bidding Document in this regard is amply clear.</p>

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		<p>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.</p> <p>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.....</p> <p>.....</p>	<p>Supply of Goods.</p> <p>we understand that the above 110% of the amount of advance for supply of Goods are without Supply GST.</p> <p>Kindly Confirm</p>	
18.	Clause 1.1, Appendix -I - Terms & Procedures of Payments , Forms	<p>.....</p> <p>.....</p> <p>Interest rate applicable on advance payment to the Contractor shall be 200 Basis Points(BPS) above the MCLR[One year Tenor rate p.a.] published by State Bank of India prevailing as on the date of drawl of advance. The said interest rate shall remain fixed and shall be applicable till the advance amount is fully repaid. The interest will be charged considering proportionate adjustment of advance against progressive payment as per 1.1(C) below. The interest shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment. It is the Employer's understanding that as per extant provisions, GST is not</p>	<p>As per the referred clause " Interest rate applicable on advance payment to the Contractor shall be 200 Basis Points(BPS) above the MCLR (One Tenor rate p.a) published by State Bank of India prevailing as on the date of drawal of advance.....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.</p>	<p>Provisions of the Bidding Documents are amply clear.</p>

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		<p>payable on interest paid on the amount of Advance. 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..... </p>	<p>we understand that the interest rate applicable for advance payment is on the date of withdrawal whereas for adjustment from progressive payment is on the date of adjustment.</p>	
19.			<p>As per the referred clause " Interest rate applicable on advance payment to the Contractor shall be 200 Basis Points(BPS) above the MCLR (One Tenor rate p.a) published by State Bank of India prevailing as on the date of drawal of advance.....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.</p> <p>Since GST is applicable for the interest on advance and whether this GST amount has to be adjusted at the progressive payment adjustment. Please confirm.</p>	<p>Provisions of the Bidding Documents are amply clear.</p>

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20.	Clause no: 1.1 C1(h), Appendix -I - Terms & Procedure s of Payment	cl no: 1.1 9(h)	As per referred clause " The details of items, components, raw materials, services etc. procured/availed from MSEs, if any, for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID as per format enclosed at Section VI, Forms, Volume-I of the bidding documents".Please clarify us the purpose of the above Forms requirement.	The said provision is added in compliance with Government of India's policy on MSEs.
21.	Clause no: 1.1 C1(h), Appendix -I - Terms & Procedure s of Payment	the details of items, components, raw materials, services etc. procured/availed from MSEs, if any, for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID as per format enclosed at Section VI, Forms, Volume-I of the bidding documents.	As per referred clause " The details of items, components, raw materials, services etc. procured/availed from MSEs, if any, for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID as per format enclosed at Section VI, Forms, Volume-I of the bidding documents". For items like cable terminations, fasteners, Earthing & lightning	Bidder/Contractor has to submit its bid in line with the provisions of the Bidding Documents.

Clarification-I dated 08.03.2019 to the Bidding Documents of Substation Package SS30 for 765/400kV Fatehgarh-2 (Jaisalmer) Substation under Transmission scheme for Solar Energy Zones in Rajasthan.

Spec. No.: CC-CS/912-NR1/SS-3934/3/G10;

SL. NO.	CLAUSE NO:	PROVISIONS OF THE BIDDING DOCUMENTS	BIDDERS'S QUERY	POWERGRID'S CLAIRIFICATION
			accessories, cable trays, etc. providing the Form is difficult from the vendors/Sub-contractors . So, request you to amend the clause by Omitting its requirement.	
22.	1.1 C.2, Appendix -I - Terms & Procedures of Payment	Twenty percent (20%) of the Ex-works price of Main Equipment/ materials shall be paid on receipt and storage at site and on physical verification and furnishing of necessary certificate by Employer's representative. However, for Mandatory Spares, balance thirty percent (30%) payment of the Ex-works price component shall be released on receipt & storage of the same at site, physical verification and taking over by the Employer's representative.	As per referred clause " , for Mandatory Spares, balance thirty percent (30%) payment of the Ex-works price component shall be released on receipt & storage of the same at site, physical verification and taking over by the Employer's representative". However we request employer to initiate the taking over process immediately after the receipt of spares at site.	Provision of Bidding Documents shall remain unchanged.
23.	General	Land Acquisition	We presume that, the land for the proposed new substations has already been acquired by employer and hassle free land will be provided at the time of award of contract. Kindly confirm. We presumed that land for	Please note that all personnel, facilities, works and supplies which are in the Scope of Employer will be provided by the Employer in good time so as not to delay the performance of the

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SL. NO.	CLAUSE NO:	PROVISIONS OF THE BIDDING DOCUMENTS	BIDDERS'S QUERY	POWERGRID'S CLAIRIFICATION
			construction of substation is already in the ownership of PGCIL & encumbrance free land will be handed over to the successful bidder at the time of placing of order. Please confirm.	Contractor in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub-Clause 14.2
24.	Clause 31.4.1, ITB	<p>The award shall be made as follows:</p> <p>(i) First Contract (<i>Supply of Goods</i>): For Ex-works supply of all equipments and materials including mandatory spares and Type Tests to be conducted (whether in India or abroad).</p> <p>(ii) Second Contract (<i>Supply of Services</i>): 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.</p> <p>Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.</p>	Kindly confirm that two separate contracts i.e. one for supply and one for services will be issued in line with clause 31.4.1 of ITB	Provision of the Bidding Documents is amply clear.

