

**Clarification-I dated 08.03.2019 to the Bidding Documents of Substation Package SS31 for i) Extension of 765/400kV Bhiwani (PG) Substation
ii) Extension of 765/400kV Bhadla (PG) Substation under Transmission scheme for Solar Energy Zones in Rajasthan.
Spec. No.: CC-CS/912-NR1/SS-3935/3/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.

