

**“Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations”**

**GeM Specification. No.: GEM/2025/B/6089900**

**This document consists of following:**

<b>Sl. No.</b>	<b>List of documents</b>	<b>Remarks/ Formats as</b>
<b>1.</b>	Buyer Added Additional Terms and Conditions (ATC)	<b>S.No. 1 to 22 (Page No - 2 - 25)</b>
<b>2.</b>	Special Terms and Condition (STC), Appendix-II	<b>S.No. 1 to 22 (Page No - 1 - 19 &amp; Page 1 - 3))</b>
<b>3.</b>	Format for Information regarding Ex-Employees of POWERGRID in bidder's organization	<b>Form No. 1</b>
<b>4.</b>	Format for Affidavit of <b>Self Certification</b> regarding Minimum Local Content in line with PPP-MII Order <i>(This affidavit to be prepared on a non-judicial stamp paper of Rs. 100/-).</i>	<b>Form No. 2</b>
<b>5.</b>	Format for 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)	<b>Form No. 3</b>
<b>6.</b>	Format for Declaration by the bidder regarding events encountered pursuant to “Buyer added ATC clause 2. (II)”.	<b>Form No. 4</b>
<b>7.</b>	Format for Information for e-payment, Provident Fund (PF) details and declaration regarding Micro/Small & Medium Enterprises <i>(Scanned copy of Sample Cheque (Cancelled) shall also be uploaded).</i>	<b>Form No. 5</b>
<b>8.</b>	Declaration by the bidder for ‘Code of Integrity for Public procurement.	<b>Form No. 6</b>
<b>9.</b>	Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy	<b>Form No. 7</b>
<b>10.</b>	Manufacturer's Authorization Form	<b>Form No. 8</b>
<b>11.</b>	Integrity Pact	
<b>12.</b>	<b>Qualifying requirements for Bidders</b>	<b>Annexure-A</b>

**Buyer Added Additional Terms and Conditions (ATC)**

**“Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations”**

**GeM Specification. No.: GEM/2025/B/6089900**

The following bid specific data shall amend and/or supplement the provisions in the GEM GTC

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
1.	GTC Clause 2(f)	<b>Supplementing GTC Clause 2(f) with the following:</b>  Buyer shall also mean POWERGRID/Employer/Owner.
2.	GTC clause 4.0, xiii(g)	<b>Supplementing GTC clause 4.0, xiii(g) with the following:</b> (I) 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.  (II) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:  (a) they have a controlling partner(s) in common; or  (b) they receive or have received any direct or indirect subsidy/ <b>financial stake</b> from any of them; or  (c) they have the same legal representative/ <b>agent</b> for purposes of this bid; or  (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or  (e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as a agent/ authorised representative on behalf of one or more

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		<p>manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure – A (BDS)] or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 9.3. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or</p> <p>(f) <b>In case of a holding company having more than one independent manufacturing units, or more than one unit having common business ownership/management and submits bid from more than one units. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business; or</b></p> <p>(g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or</p> <p>(h) 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.</p> <p>In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.</p> <p>(III) POWERGRID has a Policy on Assessment of Performance of bidders before recommending a bidder for award of Contract. For this purpose, performance of bidder based on events (pre-defined events) encountered during execution of contract(s) (Own as well as Consultancy) awarded by POWERGRID (including SPVS under TBCB) shall be considered. In case of triggering of these events, the bids from such bidders shall be considered non-responsive/not eligible for a period of one year reckoned from the date of issuance of letter to such effect. As per this policy, pre-defined events are as below:</p> <p>(a) Termination# of Contract due to Contractor’s default  (b) Encashment of CPG due to non-performance  (c) Repeated failure of major Equipment while in service  (d) Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</p>

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		<p>(e) More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/ contractors as Direct payment, under an existing Contract, due to financial position of Contractor</p> <p>(f) Firm has been referred to NCLT under Insolvency &amp; Bankruptcy Code (<i>IRP has been appointed or Liquidation proceedings have been initiated under IBC</i>)</p> <p># Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination.</p> <p>* For the purpose of working out 50% of the Contract, following shall be considered:</p> <p>(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.</p> <p>(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR)/Shortlisting criteria of the bidder.</p> <p>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.</p> <p>In accordance with above policy of POWERGRID, in case of triggering of any of the above events under this Contract, the bid of the Contractor in future tenders shall be dealt in line with the above policy or its subsequent amendments, if any.</p> <p>(IV) Further, the firm has to be a 'Class-I local supplier' or 'Class-II local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with related order/circulars issued by respective Nodal Ministry and subsequent modifications/ amendments if any. <b>Presently, the local content requirement to categorize a supplier as 'Class -I local supplier' is minimum 50%. For, 'Class -II local supplier', the 'local content' requirement is minimum 20%.</b></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</p>

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		<p>participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p> <p><b>Firms who are not 'Class-I local supplier' or 'Class-II local supplier' shall not be eligible to bid.</b></p> <p>The 'Class-I local supplier' / 'Class-II 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' / 'Class-II local supplier' and shall give details of the location(s) at which value addition is made. 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' / 'Class-II local supplier' shall ensure that the item offered meets the Local Content requirement considering the revised prices.</p>
3.	GTC clause 4.0, xiii(g)	<p><b>Supplementing GTC clause 4.0, xiii(g) with the following:</b></p> <ol style="list-style-type: none"> <li>Bidder shall have to fill and upload the following forms along with their bid: <ol style="list-style-type: none"> <li>Information regarding Ex-Employees of POWERGRID in bidder's organization (<i>Refer Form No. 1</i>).</li> <li>Affidavit of Self Certification regarding Minimum Local Content in line with PPP-MII Order (<i>This affidavit to be prepared on a non-judicial stamp paper of Rs. 100/-</i>). (<i>Refer Form No. 2</i>).</li> <li>Certification by the Bidder as 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) (<i>Refer Form No. 3</i>).</li> <li>Declaration by the bidder regarding events encountered pursuant to Buyer added ATC Sl. No. 2. (II) (<i>Refer Form No. 4</i>)</li> <li>Format for Information for e-payment, Provident Fund (PF) details and declaration regarding Micro/Small &amp; Medium</li> </ol> </li> </ol>

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		<p>Enterprises (Scanned copy of Sample Cheque (Cancelled) shall also be uploaded). (Refer Form No. 5).</p> <p>(f) Declaration by the bidder for 'Code of Integrity for Public procurement' (Refer Form No. 6)</p> <p>(g) Declaration by the bidder regarding adherence to the POWERGRID Whistle Blower and Fraud Prevention Policy (Refer Form No. 7)</p> <p>(h) Manufacturer Authorization form (Refer Form No. 8)</p> <p>(i) Integrity Pact-Not Applicable</p> <p>(j) <b>Price Break-Up of Total Contract Price in the format enclosed in the bidding document</b></p> <p>2. The evaluation of bids submitted by bidders shall be carried out based on the submission of soft copies of the document. <b>However, the successful bidder shall submit the hard copy of buyer specific Integrity pact (if applicable), Affidavit of Self Certification regarding Minimum Local Content in line with PPP-MII Order, if applicable within 10 days of award of contract, at the buyers at address mentioned below.</b></p> <p>Ch Manager/DGM (RPC)  Power Grid Corporation of India Limited  <b>New</b> Northern Region-III Headquarter  Plot No. – 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path,  Lucknow- 226002 (UP)  Landmark: Near Medanta Hospital  <b>Mobile: +9560890335/+91 8650502475</b>  <b>Email: kiran@powergrid.in</b>  <b>durgeshsingh@powergrid.in</b></p> <p>3. Failure of the successful bidder to submit the aforesaid hard copies shall be considered as withdrawal of bid and Employer shall take necessary action as per the provisions of the bidding documents.</p>
4.	GTC clause 4.0, xiii(m)	<p><b>Supplementing GTC clause 4.0, xiii(m) with the following:</b>  <b>(If Bid security is applicable as per GeM bid condition)</b></p> <p><b>1.0</b> The bid security may be submitted in the form of Insurance Surety Bonds, account payee Demand Draft, Fixed Deposit Receipt or</p>

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		<p>Banker's Cheque or Bank Guarantee from any of the Commercial Banks. The format of the bank guarantee shall be as per the provisions of GeM.</p> <p><b>2.0</b> The bank details for submission of bid security/CPG in the form of bank guarantee are as follows:</p> <div><div><div>Name of Bank</div><div>Branch Address</div><div>IFSC Code</div><div>Account No.</div></div><div><div>:</div><div>:</div><div>:</div><div>:</div></div><div><div>State Bank of India</div><div>Main Branch, Moti Mahal Marg, Hazratganj, Lucknow - 226001</div><div>SBIN0000125</div><div>00000035993161978</div></div></div> <p><b>3.0</b> The Bid Security shall be valid up to 225 days from the original date of Bid opening.</p> <p><b>4.0</b> Alternatively Bidders may also submit their Bid Security/ EMD through POWERGRID Online Payment Utility Payment mode on the website, <a href="https://www.powergrid.in/">https://www.powergrid.in/</a> / or <a href="https://epay.powergrid.in/">https://epay.powergrid.in/</a> as a supplier as mentioned below-</p> <p>While making such online payment, the bidder shall choose Segment as “Suppliers” and fill in details as follows:</p> <table><tr><td>Payment Category</td><td>EMD</td></tr><tr><td>Sub-category</td><td>EMD Payment – NR-III</td></tr><tr><td>Name of Depositor</td><td>Name of the Bidder (<i>name of the Sole bidder</i>)</td></tr><tr><td>Vendor Code, if applicable</td><td>POWERGRID vendor code of the bidder, if existing (<i>vendor code of the Sole bidder</i>)</td></tr><tr><td>Payment Remarks</td><td>Bid Security for ..... [<i>enter the name of the package</i>]</td></tr></table> <p>The Bidder shall upload the “Online payment Reference Number” as documentary proof.</p> <p><b>5.0</b> Scanned copy of Bid Security shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 days of bid opening</p> <p><b>6.0</b> No interest shall be payable on Bid Security/EMD.</p>	Payment Category	EMD	Sub-category	EMD Payment – NR-III	Name of Depositor	Name of the Bidder ( <i>name of the Sole bidder</i> )	Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing ( <i>vendor code of the Sole bidder</i> )	Payment Remarks	Bid Security for ..... [ <i>enter the name of the package</i> ]
Payment Category	EMD											
Sub-category	EMD Payment – NR-III											
Name of Depositor	Name of the Bidder ( <i>name of the Sole bidder</i> )											
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing ( <i>vendor code of the Sole bidder</i> )											
Payment Remarks	Bid Security for ..... [ <i>enter the name of the package</i> ]											

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		<p><b>7.0 Any bid not accompanied by a bid security or an acceptable bid security, except as exempted as per GeM GTC, shall be rejected by the Employer as being nonresponsive.</b></p> <p><b>8.0 Those MSE Bidders (based on the documents submitted in the Bid) who have not claimed “EMD exemption” in GeM for the specific package, EMD exemption benefits shall not be extended as per the GeM procedures/policies.</b></p>
5.	GTC clause 4.0, xiii(m) (i)	<p><b>Supplementing GTC clause 4.0, xiii(m) (i) with the following:</b></p> <p><i>The Ministry of MSME vide S.O. 4926 (E) dated 18.10.2022 has notified that in case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change</i></p>
6.	GTC clause 4.0, xiii(n)	<p><b>Supplementing GTC clause 4.0, xiii(n)</b></p> <p>In case of dishonoring the conditions as given below, the bid security/EMD submitted by such bidders shall be forfeited.</p> <p>(a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or</p> <p>(b) If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or</p> <p>(c) Fails to furnish requisite performance security/ PBG within stipulated time required as per e-bid / RA conditions.</p> <p>(d) In case the successful bidder fails to commence the execution of contract after award of Contract</p> <p>(e) <i>In case of violation/transgression of ‘Code of Integrity for Public Procurement’ by the bidder/contractor in competing for the Contract</i></p> <p>In case of dishonoring the conditions as given above by the bidders who are exempted from submission of bid security/ EMD, the bids from such bidders shall be considered as nonresponsive for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within the specified period of non-responsiveness/ineligibility. This period of ineligibility shall be 1 year reckoned from the date of issuance of communication from the Employer to this effect.</p>



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7.	GTC clause 4(xiii)(u)	<b>Supplementing GTC clause 4(xiii) with the following:</b> e Reverse Auction (e-RA) is not applicable for this package
8.	GTC clause 6 (ii)	<b>Supplementing GTC clause 6(ii) with the following:</b> <p>(a) <b>Bidders are requested to quote the price in GeM portal itself.</b> The bid price shall include all the costs for the entire scope of work as per the Bidding Documents. Bids based on a system of pricing other than that specified shall be rejected.</p> <p>The Bid Prices quoted by the bidders covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents to successfully execute the intended services, on a "Single Responsibility" basis. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.</p> <p>(b) <b>Bidders are required to submit price breakup in Financial Document as per the attached BOQ Breakup in the excel sheet. In case of discrepancy in price(s) quoted in GeM portal and BOQ Breakup provided by the bidder, the price(s) in GeM shall prevail and POWERGRID reserves the right to ask bidder for clarification in this regard.</b></p>
9.	GTC Clause 7(ii)	<b>Supplementing GTC Clause 7(ii)</b> <ol style="list-style-type: none"> <li>The amount of Performance Security/Contract Performance Guarantee (CPG) shall be 5% of the Contract Price.</li> <li>In case the Performance Security/CPG is submitted in form of a Bank Guarantee/<b>Insurance Surety Bond</b>, the validity of the Bank Guarantee/ <b>Insurance Surety Bond</b> shall be <b>20 months</b>.</li> <li>The bank details for submission of Performance Security are as follows: <p style="margin-left: 40px;">Name of Bank : State Bank of India  Branch Address : Main Branch, Moti Mahal Marg,  Hazratganj, Lucknow - 226001</p> <p style="margin-left: 40px;">IFSC Code : SBIN0000125  Account No. : 00000035993161978</p> </li> <li>If the Contractor delays submission of the performance security vis-à-vis the period specified in GeM Bid, then without prejudice</li> </ol>

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		<p>to any other rights or remedies available with the Employer, following shall also be applicable:</p> <ol style="list-style-type: none"> <li>a) The Defect Liability Period pursuant to Buyer Added ATC Clause 10 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 indicated above by the period of delay as per 4 (c), over and above the period required as per the Contract.</li> <li>b) Alternatively, if the Contractor fails to extend the validity of the performance security pursuant to Clause 9.4 (a), an <a href="#"><u>amount @ prevailing SBI Card Rate applicable for Inland Bank Guarantee +2%</u></a> 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 4 (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.</li> <li>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.</li> <li>d) In case the Contractor fails to submit the performance security within 90 days of the Contract Order generated through GeM, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may terminate the Contract forthwith pursuant to relevant Clause and/ or may consider the bid submitted by the Contractor in future packages as non-responsive in line with Bidding Documents.</li> <li>e) The above extension of Defect Liability Period or deduction shall not relieve the Contractor from any of his obligations and liabilities under the Contract.</li> <li>f) The Employer shall be sole judge in above regard.</li> </ol>

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		<p>5. Reduction in the performance security pro rata to the Contract Price of any part of the Goods and Related Services is not admissible.</p> <p>6. Alternatively, towards performance security pro-rata deduction at the rate of five percent (5%) from the Running Bills of the contractor shall be made towards Security Deposit (SD). This deduction (including the initial Security Deposit) shall be continued till the total amount towards Security Deposit reaches five percent (5%) of the Contract Price.</p> <p>The earnest money submitted by the contractor along with the bid/ tender shall be treated as initial Security Deposit. In case the bid security submitted is in the form of Bank Guarantee, the equivalent amount shall be additionally deducted from the first payment made to the Contractor and immediately thereafter, the Bank Guarantee towards bid security shall be returned to the bidder. Further, in such a case, the validity of Bank Guarantee towards bid security shall be ensured till the deduction towards initial security deposit, as aforesaid, is affected.</p> <p>No interest shall be payable by the Employer on the above SD.</p> <p>7. Apart from the performance security to be furnished as indicated above, additional performance securities, as specified in the Bidding Documents, shall be arranged and furnished by the Contractor at any time after the Contract Order generated through GeM. The submission of these performance securities to the Employer shall, however, be one of the conditions precedents for release of payment (other than Initial/Mobilization advance) due against such equipment/ works for which the said performance security is required to be submitted.</p>
10.	GTC clause 10.	<p><b>Supplementing GTC clause 10.</b></p> <p>The Contractor shall ensure that all material/equipment/services executed/rendered under the Contract shall conform to the POWERGRID's requirements and specifications. The vendor guarantees the material/equipment/services under the order free from defects arising from design, materials or workmanship for a period of <b>12 (Twelve) Months from the date of completion of work in all respects.</b></p> <p>The Contractor agrees to replace any material which has proved defective or fails to conform to the desired specifications free of cost to POWERGRID. The</p>

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		guarantee period for such replaced part shall be same as for the material/equipment/services rendered and specified earlier.
11.	GTC clause 12.	<p><b>Supplementing GTC clause 12.</b></p> <p><b>12 Terms of Payment</b></p> <p>12.1 The payment to the Contractor under the Contract will be made by the owner as per the guidelines and conditions specified hereunder.</p> <p>12.2 No Initial Advance shall be paid to the contractor.</p> <p>12.3 Any payment under this contract shall be released after following activities are completed by the contractor (timelines is 28 days from issuance of award):</p> <p>(a) Acceptance of GeM generated Contract</p> <p>(b) Performance Securities in line with GTC Clause 7</p> <p>12.4 The payment shall be made as per the following:</p> <p><b>A. Supply Portion</b></p> <p>80% (Eighty percent) of the Ex-Works price component of Main Equipment/Materials (including Mandatory Spares) shall be paid progressively on submission of documents submission of documents indicated hereinunder :</p> <p>(a) Evidence of dispatch (R/R or receipted L/R)</p> <p>(b) Evidence of receipt of material, Material Acceptance Certificate issued by the Employer's representative.</p> <p>(c) Contractor's GST invoice, claim &amp; packing list identifying contents of each shipment</p> <p>(d) Insurance policy/certificate</p> <p>(e) Manufacturer's/Contractor's guarantee certificate of Quality</p> <p>(f) Factories/Manufacturer's Test/Inspection Certificate of Supplier, if applicable.</p> <p><b>Balance 20% (Twenty percent)</b> of the ex-Works price of Main Equipment/Materials shall be paid after successful completion of entire scope of work under the Contract.</p> <p><b>B. Inland Transportation &amp; Insurance Charges</b></p>

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		<p>Inland transportation and In-transit insurance charges shall be paid to the Contractor on pro-rata basis, as per the unit rates indicated in the Contract Agreement, after receipt of materials/items at site and on presentation of the <b>Bill of supply or any other documents prescribed under GST Law</b> alongwith supporting documents by the Contractor. However, these charges will be subject to a limitation that the aggregate of all invoices does not exceed the total amount indicated in the Contract Agreement.</p> <p><b>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.</b></p> <p><b>C. Erection Portion:</b></p> <p><b>100%</b> Erection charges shall be paid after successful completion of services rendered and submission of invoice and certification of Engineer in Charge.</p> <p><b>12.5 Payment Procedures</b></p> <p><b>12.5.1</b> The Employer shall make payments promptly within thirty (30) days of submission of an invoice/claim by the Supplier, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. The invoice shall be submitted by the Supplier to the respective Consignee.</p> <p><b>12.5.2</b> All payments under the Contract shall be made in Indian Rupees.</p> <p><b>12.5.3</b> All the 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.</p> <p><b>12.5.4</b> Payments shall be released by <b>POWERGRID Payment Processing and Facilitation Center (PPFPC) Manesar</b> against payment advice issued by the Consignee/Engineer-in-Charge.</p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>12.5.5 <u>Bill Tracking System</u>  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 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 (<a href="https://vendor.powergrid.in">https://vendor.powergrid.in</a>). Once registered, the Contractor may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:</p> <p>(a) Once registered, the Contractor can login to POWERGRID's Vendor Bill Tracking System (BTS) with Vendor login ID and Password.</p> <p>(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 email forwarding the unique BTS number.</p> <p>(c) The option to attach the soft copies of the documents has been enabled in BTS at <a href="https://vendor.powergrid.in">https://vendor.powergrid.in</a> The attachment can be done after creation of BTS ID</p> <p>(d) The SOP for this process can be viewed after login to the Bill Tracking System portal with the following path.  <a href="https://vendor.powergrid.in/">https://vendor.powergrid.in/</a> àà INVOICE SUBMITTED TAB àà Invoice Attachments àà SOP for uploading Documents.</p> <p>(e) After attachment of the soft copies of the bills, please send the original hard copy documents to the respective Engineer-in-charge.</p> <p>Alternately, the hard copy of the bills along with all enclosures can also be submitted directly to the concerned POWERGRID Payment Processing and Facilitation Center (PPRFC) after submission of soft copies of the bills to site engineer after creation of BTS ID.</p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>The address of PPPFC are as follows:</p> <p><b>Power Grid Corporation of India Ltd.</b>  POWERGRID Payment Processing and Facilitation Center (PPPFC),  Central Receipt section,  <b>POWERGRID Academy of Leadership (PAL),</b>  <b>Pachgaon, Manesar</b>  <b>Gurgaon-122413 (Haryana)</b></p> <p><b>BTS ID: _____</b></p> <p><b>Enter correct BTS ID to ensure original bills are not misplaced. POWERGRID shall not be responsible if bills are misplaced due to incorrect BTS ID</b></p> <p><b>Send all the original hard copy documents in an envelope marked with above address and BTS ID</b></p> <p>(f) On 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 Supplier.</p> <p>(g) The status of Bill submitted by the Supplier can be checked through the BTS number under tab “Invoice submitted”.</p> <p>12.6 Applicable income tax, as per the prevailing rules in India, shall be <u>deducted</u> at source from the above payments and only the net payment shall be released. Necessary Tax Deducted at Source (TDS) certificate shall be issued to you.</p> <p>12.7 POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India Limited), M1-xchange (Mynd Solutions Private Limited) and Invoicemart (A.TReDS Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.</p>
12.	GTC clause 14	<p><b>Supplementing GTC clause 14 with the following:</b></p> <p>The delivery schedule for services to be provided under the Contract shall be <b>Six (6) months</b> from the date of commencement as indicated in the GeM contract.</p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC									
13.	GTC clause 16	<p><b>Supplementing GTC clause 16. with the following:</b></p> <p>16.1 All disputes or differences in respect of which the decision, if any, of the Engineer-in-charge 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:</p> <p>16.2 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.</p> <p>16.2.1 <u>Sole Arbitration</u> The sole Arbitrator shall be chosen from a panel of empaneled 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:</p> <table border="1"> <thead> <tr> <th>Sl No.</th><th>Claim amount</th><th>Work Experience/ Qualifications</th></tr> </thead> <tbody> <tr> <td>1</td><td>&lt; Rs. 10 Crore</td><td><b>Sole Arbitrator</b> - Retired Senior Executives of PSUs other than POWERGRID/ Retired Distt Court Judges/ Retired High Court Judges.</td></tr> <tr> <td>2</td><td>Rs. 10 Crore - Rs. 25 Crore</td><td><b>Sole Arbitrator</b> - Retired High Court Judges/ Retired Supreme Court Judges</td></tr> </tbody> </table> <p>(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.</p> <p>(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</p>	Sl No.	Claim amount	Work Experience/ Qualifications	1	< Rs. 10 Crore	<b>Sole Arbitrator</b> - Retired Senior Executives of PSUs other than POWERGRID/ Retired Distt Court Judges/ Retired High Court Judges.	2	Rs. 10 Crore - Rs. 25 Crore	<b>Sole Arbitrator</b> - Retired High Court Judges/ Retired Supreme Court Judges
Sl No.	Claim amount	Work Experience/ Qualifications									
1	< Rs. 10 Crore	<b>Sole Arbitrator</b> - Retired Senior Executives of PSUs other than POWERGRID/ Retired Distt Court Judges/ Retired High Court Judges.									
2	Rs. 10 Crore - Rs. 25 Crore	<b>Sole Arbitrator</b> - Retired High Court Judges/ Retired Supreme Court Judges									



Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>“Sole Arbitrator”, which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.</p> <p>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.</p> <p>16.2.2 <u>Three-member arbitral tribunal</u> 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 &amp; 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 &amp; Conciliation Act.</p> <p>16.3 The cost of arbitral proceedings inter-alia including the Arbitrators’ fee, logistics and any other charges shall be equally shared by both parties.</p> <p>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 &amp; 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.</p> <p>16.4 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,</p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi.</p> <p>16.5 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.</p> <p>During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</p>
14.	GTC clause 19	<p><b>Supplementing GTC clause 19 with the following:</b></p> <p><b>19. Termination of Contract</b></p> <p>19.1. In the event of any of the lapses mentioned below at (a) to (j), POWERGRID shall issue notice of default to the contractor with an advice to rectify/remedy the lapses within 7 days. If the contractor fails to rectify/remedy the lapses and adhere to the terms and conditions of the contract, POWERGRID shall terminate the contract and forfeit the Contract Performance Guarantee (Security Deposit/Bank Guarantee towards Contract Performance Guarantee). However, in such case, POWERGRID reserves the right to get execute the supplies from any other agencies, at the risk &amp; cost of the contractor</p> <p>(a) Failure to proceed with the work with due diligence.</p> <p>(b) Failure of contractor to comply with any of the terms of the Letter of Award.</p> <p>(c) Failure to maintain the acceptable quality of work as per BoQ, Technical Specifications and other documents contained in the Letter of Award.</p> <p>(d) Failure to complete the works within the specified completion time.</p> <p>(e) Contractor becomes bankrupt.</p> <p>(f) Contractor goes into liquidation.</p> <p>(g) Contractor makes general assignment for the benefit of the creditor or any receiver is appointed for the property owned by the Contractor.</p> <p>(h) Contractor sublets, transfers or assigns whole or any part of the work without the prior written consent of the Employer.</p> <p>(i) if the Contractor, in the judgment of the Owner has violated the 'Code of Integrity for Public Procurement' attached as</p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>Appendix-I to the Conditions of Contract, in competing for or in executing the Contract.</p> <p>In persuasions to its policy for 'Code of Integrity for Public Procurement', the Owner will take appropriate measures in line with the above policy if it determines that the firm has, directly or through an agent, violated this Code of Integrity in competing for or in executing, the contract in question.</p> <p>(j) Any other reason in which POWERGRID deems fit to terminate the Contract.</p> <p>19.2. In the event of termination of Contract due to contractor's default, the contractor shall not be eligible for participating in the future tenders of POWERGRID for a period of 01 (one) year reckoned from the date of termination of Contract. Accordingly, contractor's bid shall be considered as non-responsive/not eligible for the package(s) whose originally scheduled date of bid opening falls within the period of ineligibility mentioned herein.</p> <p>19.3. <u>Risk Purchase</u></p> <p>19.3.1. The Employer reserves the right after due notice to Contractor, to get the work done from elsewhere at the risk and cost of the Contractor and recover extra costs, if any, incurred by the Employer in getting the work done by the above procedure.</p>
15.	NIL	<i>Technical Specifications included in Bidding Document shall be duly signed and uploaded by the bidder in the technical bid on GeM portal, as a token of compliance to Technical Specifications.</i>
16.	NIL	<p><b>Evaluation of Technical Bid</b></p> <p>Subsequent to the opening of bids, detailed evaluation of technical bid submitted by lowest ranked bidder (and those bidders eligible for purchase preference available to MSE) shall be carried out to ascertain the responsiveness of the bid and/or qualification of the bidder (s) to perform the Contract.</p> <p>In case, the lowest bidder is found to be non-responsive/ non-qualified, the evaluation of next bidder in relative ranking (and those bidders eligible for purchase preference to MSE) shall be carried out, to ascertain the responsiveness of the bid and/or qualification of the bidder (s) to perform the Contract and so on.</p>
17.	NIL	<p><b>Additional Clause</b></p> <p><b>Qualification Requirement/ Shortlisting criteria for Bidders</b></p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement/Shortlisting criteria specified herein below attached at <b>Annexure-A</b>, to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Qualification Requirement/Shortlisting criteria shall be final and binding.</p> <p>The determination of Qualification of the bidder shall be based upon examination of the documentary evidence submitted by the Bidder in support of meeting the specified qualification requirement/shortlisting criteria. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of the bidding documents. The Employer shall be the sole judge in this regard.</p>
18.	NIL	<p><b>Clarification of Bids</b></p> <p><b>During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid.</b> In case of erroneous/non-submission of documents mentioned below, the Employer may give the Bidder not more than 3 working days' notice to rectify/furnish such documents, failing which the bid shall be liable to be rejected. Employer shall be sole judge in this regard.</p> <ol style="list-style-type: none"> <li>Documents related to/identified in <b>Buyer added ATC Sl. No. 3 , 8, 15 &amp; 17.</b></li> <li>Online Payment acknowledgment towards Bid Security (in cases where online payment has been made prior to the deadline for submission of softcopy part of the bids),</li> <li>Documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs including MSEs owned by General, SC/ST entrepreneurs or women entrepreneurs to be submitted by the Bidder as per the provisions of the Bidding Documents,</li> <li>The request for clarification and the response shall be through tendering portal, and no change in the price or substance of the bid shall be sought, offered or permitted.</li> </ol> <p><b>The Employer will carry out evaluation of documents submitted in support of meeting the qualifying requirements/shortlisting criteria and decide upon qualification of the bidders on the basis of those documents. Bidders are advised to take utmost care that all necessary documents are submitted. If during evaluation of qualifying requirements/shortlisting</b></p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>criteria, it is found that bidder(s) has not submitted some documents pertaining to historical data/fact etc. or documents pertaining to work experience already submitted with the bid, POWERGRID reserves right to obtain such documents from the bidder or through its own sources or from its other records and the same may be considered for evaluation.</p> <p>In respect of the submission of documents with regard to qualification/shortlisting criteria, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a work order without its completion/performance certificate, the certificate can be asked for and considered. However, no additional work experience, not already submitted with the bid, shall be asked for so as to qualify the bidder.</p>
19.	NIL	<p><b>MSE PURCHASE PREFERENCE</b></p> <p>If a bidder is a MSE (based on the documents submitted in the Bid) but has not claimed for "MSE Purchase Preference" in GeM for the specific package, MSE purchase preference shall not be extended as illustrated below:</p> <p><b>a) MSE Bidder is not L1</b>  In case an MSE Bidder (based on the documents submitted in the Bid) is not a LI Bidder and further has not claimed "MSE Purchase Preference" in GeM for the specific package, GeM considers them as Non MSE Bidder and the GeM algorithm does not send request to the bidder for matching the prices. Accordingly, purchase preference shall not be extended to such MSE Bidders as per the GeM procedures/policies.</p> <p><b>b) MSE Bidder is L1</b>  In case an MSE Bidder (based on the documents submitted in the Bid) is LI Bidder and further has not claimed "MSE Purchase Preference" in GeM for the specific package, GeM considers the Bidder as Non MSE Bidder and mandatorily gives option to send price match request to other eligible MSE bidders (falling within %15 of L-1 bidder). Based on the outcome of the price matching, LI Bidder is displayed in the Portal for POWERGRID to take a decision on whom to award the package. In such a case, the Bidder shall be treated as Non-MSE bidder as per the GeM procedures/policies.</p>
20.	NIL	<p><b>Settlement of Disputes</b></p> <p>a. 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</p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>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.</p> <p>b. 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 engineer-in-charge, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.</p> <p>i. The decision/instruction of the engineer-in-charge 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.</p> <p>ii. In the event the engineer-in-charge 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.</p> <p>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.</p>
21.	NIL	<p><b>Conciliation</b></p> <p>21.1 The mechanism of Dispute resolution through Conciliation shall be available in cases where the amount involved in the dispute exceeds INR 1 Cr.</p> <p>21.2 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).</p> <p>20.2.1 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 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</p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>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.</p> <p>20.2.2 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.</p> <p>20.2.3 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.</p> <p>20.3 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.</p> <p>20.4 The Standard Operating Procedure for the conciliation mechanism shall be as follows:</p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> </ul>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>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 out those CCIEs which are unavailable due to work load or any other reason as maintained by Central Electricity Authority (CEA).</p> <p>iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.</p> <p>v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>20.5 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</p>



Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>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.</p> <p>20.6 During settlement of disputes and conciliation proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</p>
21	NIL	<p><b>Surety Insurer:</b> The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development authority of India (IRDAI)</p>
22	NIL	<p>Buyer added Special terms and condition are attached herewith as <b>Appendix-I.</b></p>

## Special Terms and Conditions

### Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations

#### 1.0 Scope of Work

The scope of work includes 'The scope of work includes equipment, materials, supply and services as mentioned in BOQ in line with specified Technical Specification.

- 1.1 The work shall be executed, as per direction of Engineer-in-Charge, in accordance with the description in the Bill of Quantity and other tender documents including the detailed Technical Specifications enclosed at [Annexure-III](#).
- 1.2 All such items which are not specially mentioned but are necessary for successful completion of the work are to be deemed to be included in the scope of the work unless otherwise specifically excluded.
- 1.3 The agency shall visit the site and acquaint with all the feature affecting tender.
- 1.4 Any temporary measures made by agency for their machinery movement to work place shall be their own cost.
- 1.5 Spare capacitors: 4100V, 91.08  $\mu$ F Double terminal capacitor (total quantity= 361 Nos) available at Ballia SS shall be provided by POWERGRID for fabrication of APFC panel, however cable and accessories may be done by contractor.
- 2.0 The tender documents forming the contract are to be taken as mutually explanatory to one another & in case of any varying or conflicting provisions in any of the documents following order of preference shall be adopted-
  - (a) Item Description in Bill of Quantities
  - (b) Technical Specifications
  - (c) Conditions of Contract

#### 3.0 **Engineer-in-Charge**

- 3.1 The Engineer-in-Charge for the package is as below:

S.No	Site/Location	Engineer In charge
1	Sitarganj	Sh Sandeep Kothari, DGM M-9720168643
2	Allahabad	Peeyush Pandey, Sr. DGM Mob.: 8004912062
3	LUCKNOW 400KV	Vishal Gupta, DGM Mob.:9720163248

4	LUCKNOW 765KV	Kiran Singh, Sr. DGM Mob: 9971492653
5	Orai	R K Agrawal, Sr. DGM Mob.: 7895000703
6	MAINPURI	Saurabh Kumar, DGM Mob.: 9720168595
7	KANPUR GIS	Mayank Kansal, DGM Mob.: 9720168594

3.2 The Engineer-in-Charge may authorise any of his officers as his representative for the execution of the subject work.

3.3 The entire scope of work shall be carried out as per the instructions of the Engineer-in-Charge and/or his representative.

#### 3.4 Contact Person Details:

All correspondence with regard to the above shall be to the following address (*By Post/ In Person*).

Ch Manager/DGM (RPC)  
Power Grid Corporation of India Limited  
New Northern Region-III Headquarter  
Plot No. – 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path,  
Lucknow- 226002 (UP)  
Landmark: Near Medanta Hospital  
Mobile: +9560890335/+91 8650502475  
Email: kiran@powergrid.in/durgeshsingh@powergrid.in

#### 4.0 Location of Work

4.1 The address of site where the work is to be executed is in line with consignee details.

#### 5.0 Completion Schedule / Period

5.1 Time is the essence of contract. The entire scope of work shall be completed in all respect within “6 (Six) months” from the date of notification of award. The date of issue of notification of award shall be treated as zero date for all purposes. The notification of award may be issued in form of Brief Letter of Award or Letter of Award.

#### 6.0 Materials, Water and Power

- (i) Material: **No material shall be supplied by POWERGRID under this contract.**  
Item rates for all the items shall include cost of all material and taxes.

- (ii) Water Supply: Water for construction shall be arranged by the contractor at his own cost.
- (iii) Power supply: **In case available, it shall be provided on chargeable basis.** The charges shall be at the prevailing tariff rate of State Electricity Board as prevalent for the nature of work at the work site at the time of award of work. POWERGRID will provide one point for electric connection. All electric fixtures and fittings shall be arranged by the Contractor.

7.0 Contract Price/Taxes and Duties

7.1 All prices shall be firm for the entire scope of works covered under the Technical Specifications.

7.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. 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.

7.3 Supply Portion

1. The prices for Supply portion shall be inclusive of GST.
2. Freight and Insurance upto destination, packing and other incidental charges shall be included in the prices indicated for the Supply Portion.

7.4 Installation / Erection Portion

The price for Installation / Erection Portion include inter-alia all costs such as cost towards tools, equipment and machineries including cost of personnel that may be required for successful completion of the work as per the Technical specification/ scope of work, including cost of site arrangement, overheads etc., including all applicable taxes, duties and levies for all transactions between the Contractor and his Sub – Contractors. No claim on account of any taxes, duties or other levies or any interest therein shall be entertained by POWERGRID. The price shall however be **including GST** for all transactions between the Contractor and POWERGRID.

Bidder shall quote their prices INCLUSIVE of GST on the GeM portal. The price of individual BoQ items shall be submitted by the bidder in the 'Financial Document' and uploaded on the GeM portal as part of their bid.

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.

7.5 Taxes and Duties:

- (i) The rates indicated in the BOQ are inclusive of **Goods and Service Tax (GST)**
- (ii) GST, as applicable, shall be paid extra.

- (iii) In addition, the rates in the BoQ shall be inclusive of BOCW Welfare Cess. POWERGRID shall deduct BOCW Welfare Cess @ 1% (as per applicable BOCW rules) of the amount of bill(s) and deposit the same with BOCW Welfare Board constituted by the State. POWERGRID shall deduct the above cess @ 1% from each progressive bill.
- (iv) For Transactions between Contractor & Employer, statutory increase/decrease in the rate of such taxes, duties & levies which have been explicitly indicated by the bidder as a price component of the total price quoted in his bid or if any new taxes, duties & levies become applicable after the bid opening shall be to Employer's account.

**8.0** Price Adjustment

- 8.1 The rates of individual items of the BoQ price shall be FIRM and shall not be subject to any price adjustment during the execution of the contract.

**9.0** Quantity Variation

- 9.1 During the execution of the Contract, POWERGRID reserves the right to increase or decrease the quantity of item under the contract but without any change in unit price or other terms and conditions. Such variations shall not be subject to any limitation for the individual items, however, the total variation in all such items under the contract shall be limited to plus or minus 25 % (Twenty-Five Percent) of the contract price.

**10.0** Owner's Lien on Equipment

The Owner shall have lien on all equipment including those of the Contractor brought to the Site for the purpose of erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The Owner shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer.

**11.0** Inspection, Testing and Inspection Certificates

The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination

If specified in the technical specifications/ scope of work, 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.

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.

The Engineer shall have the right to re-inspect any equipment though previously inspected and approved by him at the Contractor's works, before and after the same are erected at Site. If by the

above inspection, the Engineer rejects any equipment, the Contractor shall make good for such rejections either by replacement or modifications/repairs as may be necessary to the satisfaction of the Engineer. Such replacement will also include the replacements or re-execution of such of those works of other Contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's work.

The Contractor at no extra cost to POWERGRID shall arrange all tests on materials and finished products, required as per technical specifications/ scope of work and/ or Field Quality Plans of POWERGRID, if applicable for the work. The rates of items indicated in the BoQ are inclusive of all the tests and nothing shall be paid extra on account of this.

## **12.0 Protection of Work**

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings, should any such damage to the Contractor's works occur because of any other party not being under his supervision or control.

The Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's works, the same shall be resolved by the Contractor and parties concerned. The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

## **13.0 Facilities to be Provided by the Contractor**

### **13.1 Tools, tackles and scaffoldings**

The Contractor shall provide all the construction equipment; tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of pre-assembly at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

### **13.2 First-aid**

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnels shall be trained in administering first-aid.

The Owner will provide the Contractor, in case of any emergency, the services of an ambulance for transportation to the nearest hospital.

## **14.0 Fire Protection**

### **14.1 The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible**

waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable materials before moving into the construction or storage area.

- 14.2 Similarly, corrugated paper fabricated cartons etc. will not be permitted in the construction area either storage or for handling of materials. All such materials used shall be of waterproof and flame-resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 14.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.
- 14.4 The Contractor shall provide enough fire protection equipment of the types and numbers for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times.

**15.0 Security**

The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the Engineer in the prescribed manner

**16.0 Pre-Commissioning Trials and Initial Operations**

The pre-commissioning trials and initial operations of the equipment furnished and erected by the Contractor shall be the responsibility of the Contractor, if mentioned in the Technical Specifications/ Scope of Work. The Contractor shall provide, in addition, test instruments, calibrating devices, etc and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such trials.

**17.0 Materials Handling and Storage**

- 17.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.

- 17.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc, for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and / or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.
- 17.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.
- 17.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 17.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.
- 17.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance atleast once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be opened for inspection by the Engineer.
- 17.7 The Contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.
- 17.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 17.9 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.
- 17.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 17.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally, all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants



etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

**18.0 Contractor's Materials Brought on to Site**

- 18.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 18.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 18.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty to dispose off such materials as detailed under Clause 23.1 above and credit the proceeds thereto to the account of the Contractor.

**19.0 Commissioning Spares**

- 19.1 It will be the responsibility of the Contractor to provide all commissioning spares required for initial operations till the equipment is declared by the Owner as ready for commissioning. The Contractor shall furnish a list of all commissioning spares within 60 days from the date of Letter of Award and such list shall be reviewed by the Owner and mutually agreed to. However, such review and agreement will not absolve the Contractor of his responsibilities to supply all commissioning spares so that initial operation does not suffer for want of commissioning spares. All commissioning spares shall be deemed to be included in the scope of the Contract at no extra cost to the Owner.

**20.0 Insurance**

- 20.1 The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

- 20.2 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.
- 20.3 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.
- 20.4 The Contractor shall provide the Employer with a copy of all insurance policies and documents taken under this in pursuance of the contract. Such copies of documents shall be submitted to the Employer immediately after such insurance coverage.

**20.5 Insurances to be taken out by the Contractor**

- (A)** All the material despatched shall be adequately covered under Transit Insurance cover. Insurance shall be arranged by the Seller/Contractor. The Seller/Contractor shall arrange, secure and maintain insurance as may be necessary and for all such amount to protect his interest and the interest of the Employer against all risks such as loss or damage in transit, theft, pilferage, riot, civil commotion, weather condition, accidents of all kinds, fire, war risk etc. and the same shall be on ware-house to ware-house basis.

**A)(i) *Marine Cargo policy for imported equipment***

The Contractor shall take the Marine Cargo Policy for Goods to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Goods. The policy shall cover movement of Goods 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 Goods from the Contractor's/Sub-Contractor's works or stores until arrival at project's warehouse/ store at final destination. The perils required to be covered under the insurance shall include, but not be limited to, fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riots and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks (as far as insurable) etc. Institute Cargo Clause (ICC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

**A)(ii) *Transit Insurance Policy for indigenous equipment***

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Goods supplied from within India. The policy shall cover movement of Goods from the manufacturer's works to the project's warehouse at final destination

site. The perils required to be covered under the insurance shall include, but not be limited to, fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riots and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks (as far as insurable) etc. Inland Transit Clause (ITC) 'A' alongwith war & Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

The scope of such insurance shall be adequate to cover the replacement/reinstatement cost or 120% of CIF/Ex-Works cost whichever is higher, of the Goods for all risks upto and including delivery of Goods on final destination site basis and shall also cover customs duty on merit rate, inland transportation and other costs till the Goods are delivered at site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. The Employer shall recover the payments made except advance and the balance amount shall be released to the Contractor. Notwithstanding the extent of the insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification of all Goods/Materials and to ensure their availability as per project requirements. The Contractor shall be authorized to deal directly with the insurance company.

**(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:

<i>Amount</i>	<i>Deductible limits</i>	<i>Parties insured</i>	<i>From</i>	<i>To</i>
100% of Contract Price	Minimum Deductible as per Tariff Advisory Committee guidelines*	Contractor & Employer	Date of Commencement of Work	Date of Completion of Work

\* *The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account*

- (II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the co-insured and beneficiary. The policy shall be kept valid till the date of completion of entire work and taking over of the completed works by the Employer.
- (III) The following add-on covers shall also be taken by the Contractor:
- Earthquake
  - Terrorism
  - Escalation cost (approximately @10% of sum insured on annual basis)
  - Extended Maintenance cover for Defect Liability Period
  - Design Defect

- (f) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than Rs.100 crores, cover for offsite storage/fabrication (over Rs.100 crores).

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

<i>Amount</i>	<i>Deductible limits</i>	<i>Parties insured</i>	<i>From</i>	<i>To</i>
10% of the Contract Price for single occurrence/multiple occurrences in aggregate during the entire policy period.	<i>Minimum Deductible as per Tariff Advisory Committee guidelines*</i>	Contractor/ Sub contractor	Date of Commencement of Work	Date of Completion of Work

\* *The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account*

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 execution of the works under the contract.

(C) Workmen Compensation Policy

- (I) 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'.

- (II) 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

- (D) 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 relevant provisions of the Motor Vehicle Act.

**26.0 Patent Rights**

- 26.1 Royalties and fees for patents covering material/equipment or processes used in executing the work shall be to the account of the Contractor. The Contractor shall satisfy all demand that may be made at any time for such royalties and fees and exclusively shall be liable for damages, infringement and shall keep the Employer indemnified in that regard. In the event of any equipment/material or part thereof provided by the Contractor is involved in any suit or other proceedings held to constitute infringement and its use is enjoined, the Contractor shall at his own expenses, either procure for the Employer the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment or modify it so that it becomes non-infringing.

**27.0 Deployment of Staff & Equipment**

- 27.1 The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings. The supervisory staff should be competent to adequately supervise the work at hand.
- 27.2 All necessary tools & tackles and plants & equipment shall be arranged and transported to sites, associated with the above scope of work, by the Contractor at his cost and expense.
- 27.3 The contractor shall deploy additional Manpower, Machinery, Materials etc., as and when considered necessary by the Engineer-in-charge or his representative, without any additional liability on any reason whatsoever.
- 27.4 Materials and components not specifically stated in the various documents forming part of the contract but which are necessary for completion of works shall be deemed to be included in the scope. All such materials and components shall be arranged and transported by the contractor at his cost and expense.
- 27.5 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 consent of Engineer-in-Charge that such Contractor's equipment is no longer required for the execution of the Contract.

**28.0 Compliance of Regulations**

- 28.1 The Contractor shall warrant that all Goods and or services covered under the scope of work shall have been produced, sold, dispatched, delivered, installed, tested and commissioned in strict compliance with all applicable rules, regulations and Law of the Land.
- 28.2 The Contractor should execute and deliver such documents as may be needed by the Employer in evidence of compliance of all laws & rules and regulations required to be incorporated in this reference. Any liability, arising out of contravention of any of the laws in executing the works shall be the sole responsibility of the Contractor and the Employer shall not be responsible in any manner whatsoever.

**29.0 Compliance of Labour Regulations**

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 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).

**30.0 Safety Provisions**

- 30.1 The Contractor shall be responsible for the safety during all activities at the Site.
- 30.2 The Contractor shall:
- (a) comply with all applicable safety regulations and Laws;
  - (b) comply with all applicable safety obligations specified in the Contract;
  - (c) ensure proper safety of all workmen, materials, plant and equipment belonging to him/subcontractor working at site or entitled to be on the site or other places, if any, where the works are being executed. The Sub-contractor's workmen/ employees shall also be considered as the Contractor's employees/ workmen. Contractor shall be responsible for safety of all employees/workmen belonging to him or his subcontractor.
- 30.3 All equipment (machineries/ lifting T&Ps/ wire sling/ polypropylene ropes etc.) shall be strictly operated/used and maintained by the Contractor in accordance with manufacturer's Operation Manual /safety instructions and as per guidelines/ rules of Employer in this regard.

- 30.4 The Contractor shall not make any connection/ change in any electrical equipment belonging to the Employer or other Contractors without prior written permission of Engineer-in-charge.
- 30.5 The equipment must be declared safe by the Engineer-in-Charge and a permit to work/ permission shall be issued by the Engineer-in-Charge before any work. No work shall be carried out on any live equipment.
- 30.6 The Contractor shall deploy fulltime Supervisor or Safety Supervisor/Steward (if deployed workmen are more than 10 at a site). He shall brief to each worker daily before start of work about safety requirement and precautions to be taken against the imminent dangers (Daily Safety pep-talk).

In-case of manpower deployed at a site is less than 10 then Agency will nominate senior most experienced worker as gang leader/ steward for above works.

- 30.7 In case of any accident
- (a) The Contractor shall promptly inform to the Engineer-in-Charge and also to all the authorities envisaged under the applicable laws.
  - (b) The Contractor shall ensure that 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. Contractor shall bear all medical expenditure for treatment of accident victim.
- 30.8 POWERGRID's Engineer-in-charge or his deputed representative 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.
- 30.9 It is mandatory for the Contractor to observe the following during the execution of the works:
- (a) Safety induction training (02-days training for skilled/semi-skilled & 01-day training for unskilled) shall be provided by the Contractor to the staff/ gang.
  - (b) Contractor shall procure (if required) sufficient quantity of Earthing equipment/ Earthing devices complying with requirements of relevant IEC standards and to the satisfaction of POWERGRID Engineer In-Charge.
  - (c) The Contractor shall provide standard personal protective equipment (helmet, electrical safety shoe, gloves, goggles, safety harness, fall arrestors, reflective jackets) and sufficient quantity of tools to all employees and workmen as per the need or as may be directed by the Engineer-in-Charge.
  - (d) Contractor shall provide communication facilities as per requirement i.e. Walky – Talkie/ megaphones/mobile phone, display of flags/whistles for easy communication among workers during the activity.

- (e) The gang leader /supervisor staff present at ground should have constant vigil on the workers working at height to alert them. Workers working at height should not be allowed use of mobile phone.
  - (f) Labour camps shall be provided to the workers wherever necessary. Camps shall be adequately lighted, ventilated, maintained in a clean and sanitary condition with proper toilet facility.
  - (g) First-aid box should be available at site.
- 30.10 The Contractor shall provide safe working conditions to all workmen and potable/ safe drinking water for workers at site /at camp with required hygiene and sanitation.
- 30.11 The Contractor shall submit the following documents to the Engineer-in-charge before deployment of man power (or) before start of work:
- (a) Safe work procedure for each activity to be prepared by the Contractor and to be submitted to Engineer in-Charge.
  - (b) Safety Policy/ Safety Document of the Contractor's company.
  - (c) Contractor shall also submit list of identified emergency facilities available at nearby site.
  - (d) Health checkup of all workers from competent agencies/departments before deployment at site.
  - (e) Documentary evidences in regard to compliance to various Statutory Requirements i.e. License's (Labour license, Electrical license, Explosive license etc.), certificates & registration's (BOCW), Insurance (WC policy/ ESIC, public liability etc.).
- 30.12 In case of accidents, the following methodology will be adopted:
- (a) In case of first fatal accident at the site (or adjacent thereto) of bidder during 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 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 consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 01-year reckoned from the date of the second fatal accident (or) 18 months from the date of first fatal accident, whichever is later.
  - (c) For every subsequent fatal accident in same financial year bids shall be considered non-responsive 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.



(d) Non-responsiveness period shall be irrespective of financial years and shall be in sequence to expiry of earlier non-responsiveness period.

30.13 Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Contractor.

**31.0 Force Majeure**

31.1 Force Majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as natural phenomena, including but not limited to floods, droughts, lightnings, earthquakes, epidemics, acts of any Govt. including but not limited to war (declared or undeclared), priorities, quarantines, embargoes. Provided either party shall within 15 days from the occurrence of such a cause notify the other in writing of such causes along with proof thereof.

31.2 The Contractor or the Employer shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and or defined above. The date of completion of delivery as provided in the purchase order shall be extended by a reasonable time unless the parties agree upon other courses of action.

**32.0 Sub-Letting & Assignment**

32.1 The Contractor shall not sublet, transfer or assign any part of the work without the prior written consent of the Employer. Such assignment or subletting or transfer shall not relieve the Contractor from any obligation, duty and responsibility under this Contract. Any assignment, transfer or subletting without the prior written approval of the Employer shall be void. The Employer shall have the right to cancel the contract and get the balance work done from other agency/agencies and the Contractor shall be liable to the Employer for any loss or damage which the Employer may sustain in consequence of such execution of work and the Contractor shall indemnify such loss or damage to the Employer.

32.2 Employment of the piece rate workers on piece rate works shall not be deemed to be sub-contracting provided that complete responsibility under the Labour Regulation Act/Labour Laws in force shall solely rest on the Contractor/agency who employs sub-contractor and that too with prior approval of Engineer-in-Charge.

32.3 Further, the Contractor shall not subcontract any work to a subcontractor/sub vendor from such countries which shares a land border with India unless such subcontractor/sub vendor fulfills all requirement in regard to 'Bidder from a country which shares a land border with India' as per ITB clause 1.2.1. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent Authority.

**33.0 Waiver**

33.1 The waiver by the owner for any of his rights or breach of the terms and conditions of the Letter of Award/ Contract Agreement shall not constitute any waiver of any other right or subsequent breach or conditions.

**34.0 Limitation of Liability**

34.1 Except in cases of gross negligence or wilful misconduct,

(a) Contractor and POWERGRID shall not be liable to the other party for any indirect or consequential loss or damages, 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 POWERGRID and

(b) The aggregate liability of the Contractor to POWERGRID, 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 POWERGRID with respect to patent infringement.

**35.0 Social Accountability**

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

**36.0 Reference Contract Price for Different Purposes**

36.1 The contract price, as originally awarded, shall be the reference price for determining the initial value of CPG. In case of any amendment to the contract, the contract price as amended shall be the reference price for determining the value of CPG and LD Amount.

**37.0 Pre-Defined Events**

POWERGRID has a Policy on Assessment of performance of bidders before recommending a bidder for award of Contract. For this purpose, performance of a bidder based on events (pre-defined events) encountered during execution of contract(s) (Own as well as Consultancy) awarded by POWERGRID (including SPVs under TBCB) shall also be considered. In case of triggering of these events, the bids from such bidders shall be considered non-responsive/ not eligible for a period of one year reckoned from the date of issuance of letter to such effect. As per this Policy, pre-defined events are as below:

1. Termination# of Contract due to Contractor's default
2. Encashment of CPG due to non-performance
3. Repeated failure of major Equipment while in service
4. Substantial portion of works (more than 50% of the Contract\*) is sub-contracted, under an existing Contract
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

6. Firm has been referred to NCLT under Insolvency & Bankruptcy Code (*IRP has been appointed or Liquidation proceedings have been initiated under IBC*)

# *Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also 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.

**In accordance with above policy of POWERGRID, in case of triggering of any of the above events under this Contract, the bid of the Contractor in future tenders shall be dealt in line with the above policy or its subsequent amendments, if any.**

#### **38.0 POWERGRID Whistle Blower and Fraud Prevention Policy**

The Contractor 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/pgciltenders/u/default.aspx> and <https://www.powergrid.in/index.php/en/code-conductpolicies>.

The Contractor 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.

#### **39.0 Fraud and Corruption**

It is the Employer's policy that requires the bidder to sign a declaration alongwith its bid about abiding by a 'Code of Integrity for Public Procurement'. This policy is attached as **Appendix-II** to the Special Conditions of Contract.

In pursuance of this policy, the Employer:

- (a) will take appropriate measures in line with the above policy if it determines that the bidder recommended for award has, directly or through an agent, has violated this Code of Integrity in competing for the contract in question; and

(b) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.

### Code of Integrity for Public Procurement

- 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:
- 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;
  - 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;
  - 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;
  - 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;
  - 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.
  - 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;
  - 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.

## 1.2 Obligations for Proactive Disclosures

- i) POWERGRID as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to suo-moto proactively declare 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
- 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.
- 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.

## 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:

- i) if the bid(s) is under consideration in any procurement
  - a) Forfeiture or encashment of Bid Security
  - b) calling off of any pre-contract negotiations, and;
  - c) rejection and exclusion of the bidder from the procurement process
- ii) if a contract has already been awarded
  - a) Cancellation/termination of the contract in question;
  - b) Forfeiture or encashment of Contract Performance Guarantee (CPG) of the contract in question;
- iii) Provisions in addition to above:
  - 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 "*Black-Listing of Firms / Banning of Business*".
  - b) In case of anti-competitive practices, information for further processing may be filed with the Competition Commission of India;
  - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

- 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, 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.

**-----End of Appendix-II to Special Conditions of Contract -----**

**Information regarding Ex-employees of POWERGRID in our Organization****Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations****GeM Specification. No.: GEM/2025/B/6089900**

<b>Name and Address of Bidder:</b>	<b>To,</b> <b>Power Grid Corporation of India Limited,</b> Regional Procurement Cell, Northern Region-III Headquarter Plot No. – 2A/INS 02, Avadh Vihar Yojna, Amar Shaheed Path, Lucknow- 226002 (UP) Landmark: Near Medanta Hospital
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**Dear Sir,**

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:

<b>Sr. No.</b>	<b>Name of the person with designation in POWERGRID</b>	<b>Date of Retirement/ Resignation from POWERGRID</b>	<b>Date of Joining and Designation in our Organization*</b>
1.			
2.			
3.			
4.			
5.			
6.			



7.			
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\* *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 Buyer Added ATC Cl./ S.No. 18.*

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

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

**Date :**

**Place:**

*Signature of Bidder:*

*Name:*

*Designation:*

**Note:**

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

**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/-.*

**Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations**

**GeM Specification. No.: GEM/2025/B/6089900**

**Date:**

I \_\_\_\_\_ son of/daughter of/wife of  
\_\_\_\_\_ resident of  
\_\_\_\_\_ 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 04/06/2020 (hereinafter called as **PPP-MII order**), Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) order dated 28/07/2020 issued by Ministry of Power (hereinafter called as **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 **Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations**.

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 **Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations** is \_\_\_\_\_ percent (%).

That the goods/services/works supplied by me for **Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations** meet the 'Local Content' requirement as defined in the **PPP- MII order** and **MoP order** for 'Class -I local supplier' or 'Class -II 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**' or '**Class -II local supplier**' (*tick whichever is applicable*).
- 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 the Bidder:**

**Signature of Authorized Signatory:**

**Name:**

**Designation:**

**Contact Number:**

**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)**

**Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations**

**GeM Specification. No.: GEM/2025/B/6089900**

**Name and Address of Bidder:**

**To,  
Power Grid Corporation of India Limited,  
Regional Procurement Cell,  
Northern Region-III Headquarter  
Plot No. – 2A/INS 02, Avadh Vihar Yojna,  
Amar Shaheed Path, Lucknow- 226002 (UP)**

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 subcontracting 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 :***

***Place:***

*Signature of Bidder:*

*Name:*

*Designation:*

## Declaration Regarding Events Encountered

**Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations**

GeM Specification. No.: GEM/2025/B/6089900

Name and Address of Bidder:

To,  
**Power Grid Corporation of India Limited,**  
 Regional Procurement Cell,  
 Northern Region - III Headquarter  
 Plot No. – 2A/INS 02, Avadh Vihar Yojna,  
**Amar Shaheed Path,**  
**Lucknow- 226002 (UP)**

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:

<i>Sr. No.</i>	<i>Event</i>	<i>Please Tick</i>	
1	Whether there was Termination (#) of Contract(s) due to Contractor's default	Yes	
		No	
2	Whether there was Encashment of CPG(s) due to non-performance	Yes	
		No	
3	Whether there was repeated failure of major equipment (s) while in service (*)	Yes	
		No	
4	Whether substantial portion of works ( <u>more than 50% of the Contract (**)</u> ) is sub-contracted, under an existing Contract	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	Yes	
		No	
6		Yes	

	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC) (@)	No	
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Note:

1. Information regarding events at Sr. No. 1 to 5 shall be furnished for events occurred during last one year under the contract(s) executed by you for POWERGRID (Owned as well as Consultancy).
- (\*) 2. In case POWERGRID has issued a letter in this regard wherein the firm has been put on hold from award of further contract(s) for a specified period and this specified period of hold is yet to expire, the bidder shall indicate "Yes" against this event.
- (\*\*) 3. For the purpose of working out 50% of the Contract, following shall be taken into account suitably:
  - (a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.
  - (b) Scope of the Contract which primarily relates to the Qualification Requirement (QR)/Shortlisting criteria of the bidder as illustrated below:

Sr. No.	Type of Package/ Contract	Main aspect of the QR	Criteria for working out 50% of the Contract
1.	Conductor/ Insulator 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.	Substaion (AIS) Package	Construction of bays	50% of the total bays construction under the Contract
4.	Transformer/ Reactor	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 Sr. 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	

- (#) 5. Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination. *For the said purpose, the Contract price means the Contract Price of the Facilities notwithstanding the Construction of the Contract*

2.0 We confirm that the above information/declarations and documents submitted in support of the same are true and correct to the best of our knowledge. We understand that any false declaration and/or misrepresentation of facts and/or false/forged documents/information may lead to our debarment from participation in Employer tenders and that our Bid Security/Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Documents/Integrity Pact/Employer's policy.

**Date :**

**Place:**

*Signature of Bidder:*

*Name:*

*Designation:*

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

**Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations**

GeM Specification. No.: GEM/2025/B/6089900

**Name and Address of Bidder:**

**To,**  
**Power Grid Corporation of India Ltd.,**  
Regional Procurement Cell,  
NR3-III-RHQ,  
Plot No 2A/INS02, Awadh Vihar Yojana  
Amar Shaheed Path  
**Lucknow – 226002, Uttar Pradesh**

**Dear Sir,**

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

1.	Name of the Supplier/Contractor in whose favour payment is to be made	
2.	Address with PIN	
2a	Registered Office	
2b	Branch Office	
2c	Correspondence Address:	
3.	Status	Company / Others
3a	Are you a Micro/Small/Medium Enterprise under Micro/Small & Medium Enterprises Development Act 2006	Yes / No
3b	Are you an MSE owned by SC/ST* entrepreneurs in line with Public Procurement Policy for Micro and Small	Yes / No



	Enterprises (MSEs) order 2012 including subsequent amendment/ notification/ order  <i>Note:</i> <i>(a) If Yes, documentary evidence is to be attached.</i> <i>(b) Please refer remarks at the end of the attachment.</i>	
3c	If 3b is 'Yes', please mention whether you are <b>Proprietary MSE</b> or <b>Partnership MSE</b> or <b>Private Limited Company owned by SC/ST entrepreneurs</b>	
3d	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  <i>Note:</i> <i>(a) If Yes, documentary evidence is to be attached.</i>	Yes/ No
4.	Permanent Account Number (PAN)	
5.	<b>GSTIN Numbers</b>	
5a	GSTIN in the States/UT from where the supply of goods will take place	
	<i>Name of State</i>	<i>GSTIN Number</i>
(i)		
(ii)		
(iii)		
5b	GSTIN in the States/UT where the supply for services will take place ( <i>states where sites under the subject package is situated</i> )	
	<i>Name of State</i>	<i>GSTIN Number</i>
(i)		
(ii)		
(iii)		

6	PF Registration Number	
7	PF Regional Office Covered (with Address)	
8	Details of Contact Person	
8a	Name	
8b	Designation	
8c	Telephone Number – Mobile	
8d	Telephone Number – Landline/Mobile	
8e	E-mail ID	
9	Bank Details	Scanned copy of cheque to be uploaded
9a	Name of the Bank	
9b	Name of the Branch of the Bank	
9c	Address of the Branch of the Bank	
9d	Account Number	
9e	Type of Account (Saving/ Current)	
9f	MICR Code (9-digit) <i>(Printed at bottom of cheque, in middle, next to cheque number)</i>	
9g	IFSC of the Branch of the Bank	

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

**Date :**

**Place:**

*Signature of Bidder:*

*Name:*

*Designation:*

### Remarks

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

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

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

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

**Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations**

**GeM Specification. No.: GEM/2025/B/6089900**

**Name and Address of Bidder:**

**To,  
Power Grid Corporation of India Limited,  
Regional Procurement Cell,  
Northern Region - III Headquarter  
Plot No. - 2A/INS 02, Avadh Vihar Yojna,  
Amar Shaheed Path,  
Lucknow- 226002 (UP)**

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 Sl. No. 39.0 of the Buyer Added Special Terms and condition.

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**

**Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations**

**GeM Specification. No.: GEM/2025/B/6089900**

**Name and Address of Bidder:**

**To,  
Power Grid Corporation of India Limited,  
Regional Procurement Cell,  
Northern Region - III Headquarter  
Plot No. - 2A/INS 02, Avadh Vihar Yojna,  
Amar Shaheed Path,  
Lucknow- 226002 (UP)**

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:**

**Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations**

**GeM Specification. No.: GEM/2025/B/6089900**

**(Manufacturer's Authorization Form)**

*(On Manufacturer's Letterhead)*

**To: [Insert: name of Employer]**

Dear Ladies and/or Gentlemen,

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

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

For and on behalf of the Manufacturer

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

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

In the capacity of *[insert: title of position or other appropriate designation]* and this should be signed by a person having the power of attorney to legal bind the manufacturer.

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

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

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

## INTEGRITY PACT

**Bidder shall submit 02 set on INR 100/- Stamp paper –**

### INTEGRITY PACT

Between

#### **Power Grid Corporation of India Limited**

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

hereinafter referred to as

**"POWERGRID",**

and

---

*[Insert the name of the Sole Bidder/Lead Partner of Joint Venture]*

having its Registered Office at \_\_\_\_\_

*(Insert full Address)*

---

and

---

*[Insert the name of the Partner(s) of Joint Venture, as applicable]*

having its Registered Office at \_\_\_\_\_

*(Insert full Address)*

---

hereinafter referred to as "**The**

#### **Bidder/Contractor"**Preamble

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

*[Insert the name of the package]*

---

\_\_\_\_\_ Package and Specification  
Number \_\_\_\_\_  
Integrity Pact \_\_\_\_\_ POWERGRID values full compliance with all  
*[Insert Specification Number of the package]*

---

**relevant laws of the land, rules, regulations, economic use of resources, and of fairness / transparency in its relations with its Bidders/ Contractors.**

In order to achieve these goals, POWERGRID and the above named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

#### **Section I - Commitments of POWERGRID**

- (1) POWERGRID commits itself to take all measures necessary to prevent corruption and to observe the following principles :
  - a) No employee of POWERGRID, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
  - b) POWERGRID will, during the tender process treat all Bidder(s) with equity, fairness **and reason**. POWERGRID will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) POWERGRID will exclude from evaluation of Bids its such employee(s) who has any **personal** interest in the Companies/Agencies participating in the Bidding/Tendering process **and all known prejudiced persons**.
- (2) **If POWERGRID obtains information on the conduct of any of its employee which is a criminal offence under the IPC / PC Act , or if there be a substantive suspicion in this regard, POWERGRID will inform its Chief Vigilance Officer and in addition disciplinary actions can be initiated under POWERGRID's Rules.**

#### **Section II - Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits **itself** to take all measures necessary to prevent corruption. The **Bidder/Contractor** commits **itself** to observe the following principles during **its** participation in the tender process and during the contract execution:
  - a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give **to any of POWERGRID's** employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which it is not legally entitled



to, in order to obtain in exchange an advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b) The Bidder/Contractor will not enter into any illegal **or undisclosed** agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c) **The Bidder/Contractor shall not pass any information provided by POWERGRID as part of business relationship to others and shall not commit any offence under PC / IPC Act.**
- d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
- e) The Bidder/Contractor will, when presenting his bid, disclose any and all **payments made**, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
- f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of POWERGRID.
- g) **The Bidder/Contractor shall ensure adoption of Integrity Pact by its Sub-contractors and shall be responsible for the same.**

- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section III- Disqualification from tender process and exclusion from future contracts**

- (1) If the Bidder, before contract award, has **committed a transgression** through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, POWERGRID may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.
- (2) If the Bidder/Contractor has **committed a transgression** through a violation of Section II such as to put his reliability or credibility into question, POWERGRID may, after following due procedures, **ban /blacklist the Bidder/Contractor in**

**line with POWERGRID's policy for "Black-Listing of Firms / Banning of Business".** The imposition and duration of the **ban** will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The **ban** will be **imposed for a maximum of 3 years**.

- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, POWERGRID may revoke the **ban** prematurely.

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

- (1) If POWERGRID has disqualified the Bidder from the tender process prior to the award under Section III, POWERGRID **is entitled for forfeiture of the Bid Guarantee** under the Bid.
- (2) If POWERGRID has terminated the contract under Section III **or if POWERGRID is entitled to terminate the contract under Section III**, POWERGRID **shall be entitled to** forfeit the Contract Performance Guarantee of this contract, **in full or part thereof as may be decided**, besides resorting to other remedies under the contract.

#### **Section V- Previous Transgression**

- (1) The Bidder shall **disclose in its Bid any** transgressions occurred in the last **10** years with any other Public Sector Undertaking **or Government Department or any other Company, in any country, that may impinge on the Anti-corruption principle**.
- (2) If the Bidder makes incorrect statement on this subject, **it** can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason and **further action can be taken in line with POWERGRID's policies**.

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

- (1) POWERGRID will enter into agreements with identical conditions as this one with all Bidders.
- (2) POWERGRID will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

#### **Section VII - Punitive Action against violating Bidders / Contractors**

If POWERGRID obtains knowledge of conduct of a Bidder or a Contractor or **its** subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if POWERGRID has substantive suspicion in this regard, POWERGRID will inform the Chief Vigilance Officer (CVO).

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

- (1) POWERGRID has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India. **The names of the IEMs have been indicated in the Bidding Documents.**
- (2) The **panel of IEMs shall** review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. **The panel of IEMs** has right of access to all project documentation. **The panel of IEMs** may examine any complaint received by **them** and submit a report to Chairman-cum-Managing Director, POWERGRID, **giving joint findings**, at the earliest. **The panel** of IEMs may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He / **She** reports to the Chairman-cum-Managing Director, POWERGRID.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of POWERGRID related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his / **her** request and demonstration of a valid interest, unrestricted and unconditional access to **their** documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) POWERGRID will provide to the IEMs information as sought by him / **her** which could have an impact on the contractual relations between POWERGRID and the Bidder/Contractor related to this contract. **The IEMs shall also sign declaration on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman-cum-Managing Director, POWERGRID and 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 Clause ITB 9.3 in Section – III: Bid Data Sheets of 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. The Arbitration/**Conciliation** clause provided in the maintender 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<sup>#</sup>** 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)**

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

(Office Seal)

(Office Seal)

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

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

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

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

Witness 1 : \_\_\_\_\_

Witness 1 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Integrity Pact

\_\_\_\_\_

Witness 2 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SHORTLISTING CRITERIA FOR BIDDERS

### **“Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations”**

**GeM Specification. No.: GEM/2025/B/6089900**

#### **1.0 General**

- 1.1 Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the bidder's technical experience as demonstrated by the bidder's responses in the Bid. Technical experience of any proposed subcontractor(s) shall not be taken into account in determining the bidder's compliance with the qualifying criteria.
- 1.2 POWERGRID reserves the right to waive minor deviations to QR, provided they do not materially affect the capability of the bidder to perform the contract. The decision of POWERGRID in this regard shall be final & binding on bidders.
- 1.3 The bid can be submitted by an individual firm. Bid from Joint Venture shall not be accepted.
- 1.4 The bidder shall submit documentary evidence in support of meeting the Technical Experience as specified below.

#### **2.0 Technical Experience**

- 2.1 The bidder must have successfully completed the work of **“Supply and Installation of Electrical Control Panels”** at any Central /State Govt. Organization / PSU /Public Listed Company during last seven (7) as on the last date of Bid submission **22.04.2025**.
  - a) One single contract of value not less than **Rs. 10.30 Lakhs (excluding GST)**  
OR
  - b) Two contracts each of value not less than **Rs. 6.44 Lakhs (excluding GST)**  
OR
  - c) Three contracts each of value not less than **Rs. 5.15 Lakhs (excluding GST)**
- 2.2 As evidence of the above, the bidder shall submit a copy of Work Order/Purchase Order and Completion Certificate/Performance Certificate from the client or any other document authenticated by the client containing relevant information to conclusively establish that bidder is meeting the Technical Experience requirement stipulated above.
- 2.3 **Notes:**
  - a) In case the bidder is a holding company, the technical experience criteria referred to in clause 2.1 above shall be that of holding company only (i.e. excluding its subsidiary/ group

## **QUALIFYING REQUIREMENT OF BIDDER**

companies). In case bidder is a subsidiary of a holding company, the technical experience criteria referred to in clause 2.1 above shall be that of subsidiary company only (i.e. excluding its holding company).



**Clarification-1 for Supply, Installation, testing and commissioning of Automatic Power Factor Correction (APFC) panels in NR-III Substations; GEM/2025/B/6089900**

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S.No	Query	POWERGRID Reply
1	Technical Specification of APFC Panel is missing mentioned in Appendix-I of Special Terms and Conditions Page-1 under Scope of Work.	Technical Specification is attached in the GeM bid at link <b>"Specification Document"</b>
2	Voltage Rating of APFC Panel not mentioned	Operating Voltage is 415V
3	Existing Capacitor Unit specification stands for 4.1 kV, 91.08 uF, please confirm the dimension and detailed rating of Capacitor Unit, it seems that the system voltage is 6.6 kV	Dimensions shall be provided at the time of detailed engineering after award of LOA. System voltage is 415V
4	It is mentioned kVA rating of APFC Panel, kindly provide the kVAR rating of APFC Panel.	KVA shall be read as KVAR rating
5	Associated equipments required for APFC Panel is not mentioned. (Such as Isolator, Vacuum Contactor, CT, PT, RVT/NCT, Fuse etc.)	All associated equipment to be installed in the APFC panel is required to be proposed by contractor at the time of detailed engineering after award of LOA.
6	Number of Step required in APFC Panel.	2 steps
7	Requirement of Series Reactor in APFC Panel, along with Type.	No specific series reactor requirement.
8	The Installation required in Outdoor or Indoor type.	APFC Panel shall be indoor installation type. Capacitor Banks shall be installed outdoor.
9	It is mentioned Installation scope is in Vendor scope, however Installation scope is not clear in specification, Scope of Cable (Both Power and Control), Civil work required if any, cable laying, Jointing kit required for cable. Length of cable etc.	POWERGRID will provide only POWER Cable between APFC Panel to Capacitor Bank installed location and ACDB to APFC Panel. Control cable shall be in the scope of contractor. Civil work in the scope of POWERGRID. Cable termination consumables supply, laying of cable and termination etc. is in the scope of contractor.