

SECTION - VI

**APPENDIX - I TO APPENDIX - VIII
SPECIAL CONDITIONS OF CONTRACT (SCC)**

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 8 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Break-up given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties.

1. TERMS OF PAYMENT

In addition to the Conditions stipulated under GCC Clause 8, the following terms & Conditions will apply.

1.1 Supply Portion:

- i) **Ninety percent (90%)** of the Ex-works price of the material supplied along with taxes and duties shall be paid **against delivery within 30 Days** on submission of:
 - a) Acknowledgement of the Letter of Award by the Contractor.
 - b) An unconditional & irrevocable Bank Guarantee in favour of POWERGRID for ten percent (10%) of the total Contract Price towards Contract Performance Guarantee (CPG).
 - c) Signing of an Agreement within stipulated time.
 - d) Evidence of dispatch (R/R or Receipted L/R)
 - e) Contractor's detailed GST invoice.
 - f) Detailed packing list.
 - g) Warranty certificate.
 - h) Insurance Policy/Certificate.
 - i) Test Certificate.
 - j) Material Inspection Clearance Certificate (MICC) issued by the Owner.
 - k) Manufacturer's guarantee certificate of quality.
 - l) Insurance Policy/Certificate, The supplier shall take the policy in the joint names of purchaser and the supplier.
 - m) The details of items, components, raw materials etc. procured /availed from MSEs, if any, for the preceding Six (06) Months as per proforma enclosed at annexure-I to SCC. The details are necessarily required with final bill or semi-annual period ending 30th September and 31st March.
 - n) Submission of (i) Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products, if applicable; and (ii) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products; in line with GCC Clause 5.7.
 - o) Value-addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the Domestic Manufacturer, that the claims of value-addition made for the product during the preceding 6 months are in accordance with the 'Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement'.

- ii) **Balance Ten percent (10%)** of the Ex-works price for the all equipment/material will be paid within 30 days upon issuance of the taking over certificate/operational acceptance and on submission of detailed invoice for payment duly certified by the Engineer-In-Charge.

1.2 Erection Portion:

- i) **90% (ninety percent)** of the erection price component shall be paid on progressive monthly basis depending on the actual work done against each completed erection activity and on certification of the same by POWERGRID and the following:
 - (a) Submission of detailed invoice for payment.
- ii) The balance **10% (ten percent)** of the erection price component shall be paid after successful commissioning of the ~~transmission line~~ **Control & Relay Panel** and issuance of Taking over Certificate. However, in case, for any reason solely attributable to the Owner, the commissioning of line is delayed beyond 120 days of successful completion of final checking and testing of line for the purpose of commissioning as defined in Technical Specification, Volume-II of the bidding documents, the balance 10% payment shall be released against an unconditional & irrevocable bank guarantee of equivalent amount initially valid till 6 months from the readiness of transmission line for commissioning and charging at rated voltage, to be extended till 90 days beyond actual commissioning & taking over.

Note: All invoices/claims shall be raised by the contractor in the name of POWERGRID.

1.3 **Type Test Charges:** Not Applicable

1.4 **Inland Transportation & Insurance Charges**

Supply of Services Portion: Inland Transportation, In-transit Insurance and Loading, unloading Charges

Inland transportation and **In-transit** Insurance charges shall be paid to the Supplier 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 **Bill of supply or any other documents prescribed under GST Law** along with supporting documents by the Supplier. 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. **It is the Purchaser's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, and loading by the Supplier to the Purchaser, GST is not payable. The Supplier is, however, advised to check the**

position from their own sources. If payable, the same shall be to the Supplier's account and Purchaser shall not reimburse any GST on this account.

- 1.5 Income Tax and other statutory levies as applicable as per provisions in the Income Tax Act/Other Taxation Laws as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the contractor. POWERGRID shall affect TDS as per the rules / statutory requirements on behalf of the NCR and necessary Tax Deduction at Source (TDS) Certificate shall be issued to the contractor by the NCR.
- 1.6 All payments to be made directly to the Contractor under the contract shall be made by POWERGRID through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.
- 1.7 **Paying Authority:** Paying Authority shall be PPPFC, Manesar. All bills along with all details shall have to be submitted by you to the Engineer-in-charge for verification and effecting payment by the paying authority.
- 1.8 Payment towards Price adjustment

Not Applicable

- 1.9 Payment towards Taxes and Duties

Taxes and duties applicable as per Indian Tax laws, concerning Supply of Goods and Services in respect of transaction between the Employer and the Contractor, shall be reimbursed by the Employer as follows:

- (a) In case of Ex-works supply of goods, GST shall be reimbursed along with progressive payment on dispatch.
- (b) In case of Installation, the GST shall be reimbursed along with Progressive payment on completion of Erection activity.

All GST payment shall be against GST invoices/debit notes raised by the Contractor as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Reimbursement of GST payment against Advance payment shall be against proforma invoice(s). Payment towards taxes & duties shall be released by the Employer directly to the Contractor.

All payments to be made out of the funds received from **WRD, Sagar.**

All the Invoices pertaining to Project Cost will be raised by contractors in the name of **POWERGRID**.

- 1.10 The statutory deduction (e.g. TDS under Income Tax/GST Acts, BOCW Cess etc.) applicable to this Project shall be done by **POWERGRID** from the contractor's Invoices/Payments and shall be deposited with the relevant tax authorities using TAN/TIN/GSTIN of **POWERGRID**. Challans and other relevant documents shall be forwarded to **POWERGRID** for information, filing of returns, issue of certificates to contractors etc.

In case where Login is required for depositing/remittance of above deductions, the necessary details of the deduction will be provided/forwarded to **POWERGRID** for necessary compliance.

- 1.11 **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), Invoicemart (A.TReDS Limited), C2TReDS (C2FO Factoring Solutions Private Limited) and DTX (KredX Platform Private Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.

2. PAYMENT PROCEDURES

2.1. Method of Payment

All the payments to be made directly to the contractor/vendor under the contract shall be made by **POWERGRID** through electronic payment mechanism (e-payment) only for which necessary details shall be tied up during execution of the contract. **All the payments shall be released by PPPFC Bengaluru.**

2.2. Bill Tracking System

Prior to submission of bills in physical form, the Contractor shall submit its bills using On-line Vendor Bill Tracking System (referred to as **the BTS**) of **POWERGRID** as per procedure detailed herein below. Further, the Contractor may track the status of its bills using the BTS. To use this system the Contractor is required to get itself registered once online at ERP Portal of **POWERGRID** with the link URL (<https://vendor.powergrid.in>). Once registered, the Contractor may track status of bills submitted, passed and paid by **POWERGRID** this Contract and other Contracts awarded on it by **POWERGRID** by following the method detailed herein below:

- (a) Once registered, the Contractor can login to **POWERGRID**'s Vendor Bill Tracking System (BTS) with Vendor login ID and Password.
- (b) After login as at (a) above, Contractor is required to make the entry on **POWERGRID**'s ERP portal under the tab "Submit new Invoice" and shall fill all details along with the MSE status. Upon submission, a 16-digit unique BTS

number will be generated and the Contractor will receive an automated email forwarding the unique BTS number.

- (c) The option to attach the soft copies of the documents has been enabled in BTS at <https://vendor.powergrid.in> The attachment can be done after creation of BTS ID
- (d) The SOP for this process can be viewed after login to the Bill Tracking System portal with the following path.

<https://vendor.powergrid.in/> →→ INVOICE SUBMITTED TAB →→ Invoice Attachments →→ SOP for uploading Documents

- (e) After attachment of the soft copies of the bills, please send the original hard copy documents to the respective Engineer-in-charge.

Alternately, the hard copy of the bills along with all enclosures can also be submitted directly to the following address after submission of soft copies of the bills to site engineer after creation of BTS ID.

**Power Grid Corporation of India Ltd.
POWERGRID Payment Processing and Facilitation Center (PPFFC),
Central Receipt section,
Near RTO Driving Test Track, Singnayakanahalli
Yelahanka - Dodaballapur Road, Yelahanka Hobli
Bengaluru (Karnataka) - 560 064**

BTS ID: _____

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

Send all the original hard copy documents in an envelope marked with above address and BTS ID

- (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.
- (g) The status of Bill submitted by the Supplier can be checked through the BTS number under tab “Invoice submitted”.

**** End of Appendix-I ****

Appendix - II

The prices shall remain firm and fixed during the execution of the Contract.

**** End of Appendix-II ****

INSURANCE REQUIREMENTS

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 form and the limit of such insurance as defined herein together with the underwriter in each case shall be acceptable to the Employer.
2. 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.
3. The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

4. Insurances to be taken out by the Contractor

4.1. 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:
- (a) Earthquake
 - (b) Terrorism

- (c) Escalation cost (approximately @10% of sum insured on annual basis)
- (d) Extended Maintenance cover for Defect Liability Period
- (e) 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>
Rs. 5,00,000/- 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.

4.2. Employee 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 'Employee 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 'Employee 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 'Employee Compensation Policy' effected by the Contractor

- 4.3. 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.
5. The aforesaid insurance policy/policies shall provide that they shall not be cancelled until the Engineer-in-Charge has agreed to their cancellation.
6. The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till the project is taken over in accordance with the definition of Taking Over, as defined in this document elsewhere.
7. The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Employer resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.
8. If the Contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case the Employer may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer from any money due or which may become due to the Contractor or recover the same as a debt due from the contract.

****End of Appendix-III****

Appendix-IV

The Time for Completion shall be as under:

Description	Duration in Months from the date of Notification of Award
Taking Over by the Employer upon successful Completion of	
(i) Retrofitting and Replacement of Control & Relay Panel at 400/220 kV Powergrid Itarsi Substation - Under Add Cap Scheme	06 months

CONTRACT CO-ORDINATION PROCEDURE

1.0 Correspondence

- 1.1 All correspondence on technical matters shall be addressed to the Engineer-in-Charge.
- 1.2 All correspondence on post award Commercial/Contractual/Financial and other matters shall be addressed to the Engineer-in-charge.
- 1.3 All correspondence on site matters shall be addressed to concerned consignee/officer-in-charge with a copy to the Engineer-in-charge.

2.0 Engineer-In-Charge:

- 2.1 **Following** will be the Engineer-in-charge for the subject work. The address of the Engineer-in-charge is as follows:

For Itarsi DGM Power Grid Corporation of India Limited 400 KV Sub-station, NH-69, Betul Road, Pathrota, Itarsi -461111, Distt: Hoshangabad (M.P.) Mob No.: 9428520050
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The **Engineer-in-charge** may authorise any of his officers as his representative for the execution of the subject work.

****End of Appendix-V****

PERFORMANCE SECURITY FORM

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

NOA/Contract No.....

.....[Name of Contract].....

To: [Name and address of the Owner]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on (insert date of the notification of award)...by M/s. Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya, Sama Savli Road, Vadodara - 390024 ("the Employer"/"POWERGRID") on behalf of Name of OWNER..... (hereinafter referred to as 'Owner') to M/s (Name of Contractor)

(or)

signed on(insert date of the Contract)... between M/s. Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya, Sama Savli Road, Vadodara - 390024 ("the Employer"/"POWERGRID") on behalf of Name of OWNER..... (hereinafter referred to as 'Owner'), and M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on(insert date of the Contract)..... between M/s. Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya, Sama Savli Road, Vadodara - 390024 ("the Employer"/"POWERGRID") on behalf of Name of OWNER..... (hereinafter

referred to as 'Owner') and M/s (Name of Contractor), having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") and the Contract ("the Contract") signed on(insert date of the Contract)..... between **M/s. Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya, Sama Savli Road, Vadodara - 390024** ("the Employer"/"POWERGRID") on behalf of Name of OWNER..... (hereinafter referred to as 'Owner') and M/s (Name of Associate) (or) vide notification of award issued on (insert date of the notification of award)....by **M/s. Power Grid Corporation of India Ltd., Western Region Transmission System-II, Regional Head Quarter, Plot No 54, Opp. Ambe Vidyalaya, Sama Savli Road, Vadodara - 390024** ("the Employer"/"POWERGRID") on behalf of Name of OWNER..... (hereinafter referred to as 'Owner') to M/s (Name of Contractor), having its Principal place of business at (Address of Associate) and Registered Office at (Registered address of Associate), the Associate of the Contractor for executing the Facilities concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to **the Owner / Employer** up to i.e., **10% (Ten percent)** of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by **the Employer's duly authorized officer or the authorized officer of Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to **the Owner / Employer** whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to **the Owner / Employer** shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between **the Owner / Employer** and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____].
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.”

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

****End of Appendix-VI****

Annexure VII

FORM FOR INFORMATION TO BE FURNISHED BY THE CONTRACTOR IN RESPECT OF THE PROCUREMENT MADE FROM MSE VENDORS

Pursuant to GCC Clause No. 15.4, We hereby furnish the following information regarding the procurement made by us from Micro and Small Enterprises (MSEs) directly or through our sub-suppliers/sub-vendors as per the details given herein below:

Sl. No.	Contract Agreement No.	Name of Contractor/Supplier*	Item Description as per contract Agreement	Qty	Total Value (In Rs.)	Executing Region	Items/components /raw materials sourced from MSE vendor for production of item at column 4	Total Value of the items/components/raw materials used for item at column 4 (In Rs.)	Name of MSE Vendor	Category (only Micro or Small)	Whether MSE owned by persons belonging to SC/ST category
1	2	3	4	5	6	7	8	9	10	11	12

Further, we hereby declare and confirm that the information mentioned above is correct and complete to best of our knowledge and the category of MSE vendors, as mentioned in the table above, has been ascertained at our end.

Note:

1. The Contractor shall be required to furnish the aforesaid information (contract-wise) on semi-annual basis i.e for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.
2. Submission of aforesaid information for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID, shall be a condition for processing of bills by POWERGRID for payment after 30th September /31st March, as the case may be.
3. Only those items of Contract Agreement may be included which involve sourcing of items/components/raw materials/ services from MSEs.

Name of Contractor -----

Name of Authorised Person -----

Designation -----

Signature -----

****End of Appendix-VII****

1.0 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-VII to SCC-----