

REQUEST FOR PROPOSAL

FOR

**DESIGN, ENGINEERING, PROCUREMENT, SUPPLY, ERECTION, TESTING, AND
COMMISSIONING**

of

**02 NOS. 220kV LINE BAYS AT VAPI-II S/S FOR LILO OF 220KV CHIKHLI-VAPI 220kV S/C LINE AT
VAPI-II**

Issued by

M/s Mumbai Urja Marg Limited.

BID SPECIFICATION NO.

Registered Address:

**Mumbai Urja Marg Limited,
DLF Cyber Park, Tower-B, 9th floor
Udyog Vihar Phase-III, Sector-20, Gurgram-122008, Haryana, India**

VOLUME :1

Section No	Title of Section
I	Invitation for Bids
II	Instructions to Bidders
III	Qualification Requirements
IV	Special Conditions of Contract
V	Formats
VI	General Conditions of Contract

VOLUME : 2

Section No	Title of Section
I	Technical Specifications
II	Project Details
III	Drawings

BID SPECIFICATION NO.

The bid document is addressed to:

M/s.....

.....
.....
.....

Notes:

1. The bid document is not transferable
2. Though enough care has been taken while issuing the bid documents, the bidder should satisfy himself that documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no such intimation is received by this office from any bidder within 3 days from the date of issue of the bid documents to him, then this office shall consider that the bid documents complete in all respects have been received by the bidder.

Issued by: -

Name :

Designation :

Address :

Mumbai Urja Marg Limited

DLF Cyber Park, Tower-B, 9th Floor

Udyog Vihar Phase -III, Sector-20Gurgram-122008, Haryan,
India

Contact Person for any queries : **Pawan Kumar Singh/Shalu Sharma**

Phone : +91 124 4562000

Fax :

Email : pawan.singh1@resonia.com,

shalu.sharma@resonia.com,

pallavi.gandotra@resonia.com

Date : ----- 2025

**VOLUME 1:
SECTION I:
INVITATION FOR BIDS**

SECTION I: INVITATION FOR BIDS

M/s "Mumbai Urja Marg Limited" (MUML) (erstwhile Vapi-II North Lakhimpur Transmission Ltd). the wholly owned subsidiary of Sterlite Grid 13 Ltd is developing Inter-State Transmission Projects-Western Region Strengthening Scheme-XIX (WRSS-XIX) and the North Eastern Region Strengthening Scheme IX (NERSS-IX) on BOOM basis As a part of this Project, one component of transmission Project i.e., Implementation of 2 nos. 220kV bays at Vapi-II S/S is being developed. **MUML**, hereby invites offers from interested companies who are capable of Design, Engineering, Procurement, Supply, Erection, Testing and Commissioning of 02 NOS. 220kV Line bays at Vapi-II S/S for LILO of 220KV Chickli -Vapi 220kV S/C Line at VAPI-II.

1. The salient details of RFP are furnished below: -

Sr. No.	Description	
1	Tender No.
2	Broad Scope of Work	Design, Engineering, Procurement, Supply, Erection, Testing and Commissioning of 220kV LINE BAYS-02NOS (GIS) along with associated works including GIS Building and EOT Crane.
3	Tender Purchase Fees	Rs. 10,000/- (Rupees Ten Thousand only) (including taxes) or equivalent US\$ for foreign bidders
4	Tender Fees Payment by DD in favour of	"Mumbai Urja Marg Limited" payable at Mumbai
5	Earnest Money Deposit amount	Rs 50,000 /- (Rupees Fifty Thousand only) in the form of DD / Banker's cheque / Pay Order / Bank Guarantee or equivalent US\$ for foreign bidders along with the bank confirmation letter in favour of "Mumbai Urja Marg Limited" payable at Mumbai
6	Contract Performance Guarantee (CPG)	10% of Contract Price in the form of Bank Guarantee issued by any Nationalized/Private Bank
7	Bid Documents	To be procured by the Bidder by payment of Tender Purchase Fees
8	Prices	Firm
9	Validity of offer	The validity of Price Bid of bidder shall be 90 days from the Date of Opening of Price Bid.
10	Address	Address:- Mumbai Urja Marg Limited, DLF Cyber Park, Tower-B,9 th Floor, Udyog Vihar Phase-III, Sector-20, Gurgram-122008, Haryana, India
11	Contact Person & Email Address for RFP Queries	Pawan Kumar Singh, Email: - pawan.singh1@resonia.com , shalu.sharma@resonia.com

2. The overall timelines for the bidding process are as follows:

Sr. No	Activity	Date
1	Commencement of sale of RFP	30 April 2025
2	Pre- Bid Queries from interested bidders	7 May 2025
4	Response to the Bidder's queries	12 May 2025
5	Submission of Technical & Price Bids	26 May 2025 by 14.00 hours
6	Opening of the Technical Bids	26 May 2025 by 15.00 hours
7	Declaration of Technically qualified bidders	2 June 2025
8	Opening of the Price Bids	3 June 2025 at 15.00hours

3. The Bidder will have to pay Rs 10,000/- + GST or equivalent USD for foreign bidders as tender fee by DD/Banker's Cheque in favour of "Mumbai Urja Marg Limited " payable at Mumbai.
4. The bidder should meet the qualifying requirements stipulated in Section III of the Bid Document.
5. The Contractor shall be required to furnish Contract Performance Guarantee (CPG) in favour of Mumbai Urja Marg Limited. within 15 days from the date of selection of Contractor for an amount calculated at 10% of Contract Price.
6. The CPG shall be in the form of Bank Guarantee issued by any Nationalized/Private Bank.
7. The validity of Price Bid of bidder shall be 90 days from the Scheduled Date of opening of Price Bid. However, MUMML may ask the bidders to extend the validity period, if required.
8. MUMML in its own discretion has the right to reject all bids or part thereof without assigning any reason, including where the quoted prices are not aligned to the prevailing market prices. The decision of MUMML shall be final and binding on the bidders in this regard.
9. Interested eligible bidders may obtain further information in respect of bidding documents from the office of MUMML at the address mentioned above on all working days.
10. Address for communication: Pawan Kumar Singh, Mumbai Urja Marg Limited, DLF Cyber Park, Tower-B, 9th Floor, Udyog Vihar Phase-III, Sector-20, Gurgram-122008, Haryana, India.

VOLUME 1:
SECTION II:
INSTRUCTIONS TO BIDDERS

SECTION II : INSTRUCTIONS TO BIDDERS

Scope of Work

The scope of work to be carried out under this Contract shall be Design, Engineering, Procurement, Supply, Erection, Testing and Commissioning of 02 NOS. 220 kV Line along with associated works including GIS Building and EOT Crane.

Eligible Bidders :

1.2.1. General Eligibility :

- The invitation for bid is open to all the Competent and Capable Bidders.
- Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices.
- The bidder should meet the Qualifying Requirements specified in Section III of this document.
- The Bidder should have the statutory licenses from the concerned authorities and should have requisite registrations with the concerned authorities including but not limited to the following:
 - (i) The Bidder should have a valid Electrical Contractor's License issued by the Govt. of Gujrat (India)
 - (ii) The Bidder should be registered under Good & Service Tax (GST) Act
 - (iii) The Bidder should be registered under Provident Fund Act (P.F. Act)

Copies of the certificates/ documentary evidence for sub clause (i) to (iii) of above Clause shall be submitted along with the Bid in Envelope no.2. If the Bidder does not have the requisite licenses/ registrations at the time of submission of Bid, he has to process for them so that the same are made available before the time of Award of Contract, but in that case, he has to give undertaking on 100 Rs. Stamp paper that he is processing for obtaining the certificates/documentary evidence as stipulated and the same shall be made available by the time of Award of Contract. If the necessary certificates are not obtained by the bidder by the time of Award of Contract the EMD shall be forfeited.

1.2.2 Public Procurement (Preference to Make in India)

For Bidders to be eligible for preference to Make in India, the firm has to be a 'Class-I local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 04/06/2020 (PPP-MII Order) read in conjunction with Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any. Firms who are not 'Class-I local supplier' shall not be eligible to get any

preference for Make in India.

The 'Class-I local supplier' shall give a self-certification in his bid in the given format (Format K), indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement. The Owner shall be the sole judge in this regard and the Owner's interpretation on the aforesaid event(s) shall be final and binding.

1.2.3 Bidders from Countries sharing the Land Border with India

Any Bidder from a Country which shares a land border with India will be eligible to bid only if the bidder is registered with the competent Authority as per order No. F.No.6/18/2019-PPD (Order Public Procurement No.1) dated 23/07/2020 and F.No. 6/18/2019-PPD (Order Public Procurement no. 2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of Credit or in which Government of India is engaged development Projects.

For the aforesaid Purpose, "Bidder from a country which shares a land border with India" means:

- a. An entity incorporated established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A Natural Person who is a citizen of such a country; or

Further, the successful bidder shall not allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format (Format- L).

Representation/ Authorization of Bidder

The Bidder shall name in the Format A its authorized representative / agent designation, contact numbers, email address and postal address. In case, the representative/agent is changed during the course of execution of the Contract, such changes shall be notified to the Owner by the Contractor, failing which, the Owner shall not accept any responsibility.

Local Representation

Foreign Bidders/ Foreign OEMs must have office in India and shall indicate in their Bid, the name of contact person and details of the office in India.

The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Bidder to Inform Himself Fully

The bidder shall make independent enquiry and satisfy himself as to all the required information, inputs, conditions, circumstances and factors, which may have any affect on its bid price and also on the execution of work covered under these specifications and documents. In assessing the bid, it is deemed that the bidder has inspected and examined the site conditions and its surroundings, examined the laws and regulations in force in India, the transportation facilities available in India, the conditions of roads, bridges, ports, etc. for unloading and / or transporting heavy pieces of material and to have based its design, equipment size and fixed its price taking into account all such relevant conditions and also the risks, contingencies and other circumstances, which may influence or affect the execution of the works as specified in these bid specification.

The costs of visiting the site shall be at the bidder's own expense.

In their own interest, the bidders are requested to familiarize themselves with the Income Tax Act, the Companies Act, the Customs Act and all other related acts and laws prevalent in India. The MUMML shall not entertain any request for clarifications from the bidders regarding such local laws and the conditions. However, the MUMML shall direct the bidder from where to obtain such assistance, provided the request for such assistance is received well in advance. However, non-receipt of such information shall not be a reason for the bidder to request for extension to the date of submission of the bid.

The bidder shall understand and agree that before submission of its bid, all such factors, as generally brought out above, have been fully investigated and considered while submitting the bid. No claim for financial adjustment to the contract awarded under this specification and documents shall be entertained by the MUMML. The MUMML shall also not permit any change in time schedule or any financial adjustment arising thereof, which are based on lack of clear understanding of such site conditions, laws and regulations and other related information and / or its effect on the price quoted in the bid.

Bidding Documents

Volume -1: General information. Commercial conditions and Formats

- Section – I : Invitation for Bid (IFB)
- Section – II : Instructions to Bidders (ITB)
- Section – III : Bid Qualification Requirements.
- Section – IV : Special Conditions of Contract (SCC)
- Section – V : Sample Forms & Schedules
- Section – VI : General Conditions of Contract (GCC)

Volume -2: Technical

- Section – I : Technical Specifications
- Section – II : Projects
- Section - III : Drawings

The bidder is expected to examine all forms, terms and conditions and specifications forming part of the bidding documents. Failure to furnish complete information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of his bid.

The bidder shall bear all costs associated with the preparation and submission of the bid. The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim against the Owner for rejection of its bid or if the Owner may elect to withdraw the invitation to bid. The Owner shall always be at liberty to reject or accept any bid or bids at its sole discretion and any such action shall not be called into question and the Bidder shall have no claim in that regard against the Owner. The Owner is not bound to give any reasons for the rejection of the bid.

The Bidder shall note the following:

- Bid Documents are not transferable.
- Not more than one bid for the work shall be submitted by one bidder.
- If the Bidder deliberately gives wrong information in its bid to create circumstances for the acceptance of its bid, the Owner reserves the right to reject such bid and / or cancel the order, if placed.
- Bid documents submitted by the bidder shall become the property of the Owner and the Owner shall have no obligation to return the same to the bidder.
- Bid must cover the entire scope of work as specified in Technical Specification.
- All the pages of the bid submitted shall be signed by authorized signatory.

Bids covering partial scope of work shall not be acceptable and shall not be considered for evaluation.

Clarification/Interpretation of Bidding Documents

If any bidder finds discrepancies or omissions in the Bid specification and documents or is in doubt as to the true meaning of any part of the bid documents or scope of work to be executed, it shall at once submit a written request in English Language for clarification or interpretation of the doubt in question. The MUML will respond through Email to any request for clarification or modification of the Bidding Documents that it receives no later than twenty-eight (28) days (unless otherwise specified in IFB) prior to the original deadline for submission of bids prescribed by the MUML

Appropriate clarification / interpretation shall be given in the form of a supplementary notice, without identifying the source, to all the Bidders who have purchased the bid document. The Owner

shall respond in writing to any request for clarification of the Bid Documents. However, no oral or other interpretation shall be considered as binding on Owner.

All the pre-bid queries shall be furnished in the following format through e-mail as a MS Word document along with a post confirmation copy thereof.

Sr. No	Volume / Section/Book	Page No	Clause No.	Bid Specification	Bidder's Query
1	2	3	4	5	6
A	Volume1				
	...				
				
B	Volume 2				
				

Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding documents by amendment. The amendment shall be notified in writing through a letter, by fax or by e-mail to all prospective Bidders who have purchased the Bid Document and shall become an integral part of the Bid Document.

Submission of Bid

The Bid shall be submitted in three Envelopes as specified below.

Envelope / Cover No.1(One) - EMD and Receipt of Tender Fee

This cover should contain the

1. Copy receipt of Tender Fee.
2. Earnest Money Deposit (EMD)
3. Duly Signed Check list

Envelope / Cover No.2 (Two) - Techno-Commercial Bid except price

This cover should contain following:

1. Letter of Authorisation for signing the bid.
2. Bidder's Qualification Requirement as per Formats A, B, C, D & E.
3. Signed copy of entire tender document.
4. Copy of Balance Sheets and Profit and Loss Accounts for past 3 years.

5. Income Tax Clearance Certificate for past 3 years.
6. Self-Attested Copies of Goods & Service Tax Registration
7. Self-Attested copies of Valid Electrical Contractor's License issued by GoM
8. Manufacturer's Authorisation for GIS - Format G.
9. A Declaration that there are no legal pending legal cases or suits and liabilities. In case of such liabilities, details shall be furnished. Declaration shall be as per Format H.
10. The Bidder should also submit the **unpriced Price Bid** Format duly signed to ensure that there is no deviation taken by the Bidder in the format for Price Bid and the entire format has been filled up as Format I.
11. Self-certification regarding Local Content in line with PPP-MII order and 'Public Procurement (Preference to Make in India) as per Format K.
12. 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) as per Format L

Envelope / Cover No.3 (Three) - Price Bid

1. Duly filled Price Bid as per Format I
2. Duly Filled BOQ along with Unit Price as per Format I

NOTE : No Changes are allowed in Price bid Format I. Upon which the Price bid may be rejected.

Every Envelope shall indicate clearly the name of the Bidder and his address & Envelope number and its details. In addition, the left-top corners of the envelope should indicate the Owner's Tender specification number. If any envelope is not sealed and marked as above, the Owner will assume no responsibility for the bid's misplacement or premature opening.

The bidder's address shall be stated in the format A of the bid at which notice may be served validly upon it. All such notices that are delivered to such address shall be deemed to have been served validly or if sent by post shall be deemed to have arrived in due course. Any change of address must be notified to the Owner in writing and until such notification is received, the Owner shall not be bound to take notice of any change of address and all correspondence sent to earlier address shall be deemed to be validly served on the bidder.

Modification and Withdrawal of Bids

The Bidder may modify or withdraw its bid after the bid submission, provided that written notice of the withdrawal or modification indicating the modification therein is received by the Owner prior to the deadline prescribed for submission of bids.

No bid can be withdrawn during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder in the timelines. Withdrawal of a bid during this interval shall result in the forfeiture of Bidders' EMD.

Bid Opening

Owner shall open the bids at its office as indicated in Invitation for Bids. The date and time for the bid opening is indicated in "Invitation for bid". In case, the date of receiving / opening of the bids happens to be a holiday for the Owner, the bids shall be received / opened on the next working day at the same appointed time. The bids will be opened in presence of the representatives of the bidders who choose to attend. Maximum two (2) persons per bidder shall attend the opening of bids. Their signatures shall be obtained in a register evidencing their presence at the time of opening and certifying that their bids submitted were opened. The bidder's names, opening of the Techno-Commercial Bid and presence or absence of the requisite EMD will be informed in the bid opening.

Price Bids of the technically qualified bidders shall be opened at the time and date mentioned at the relevant clause of "Invitation to the Bid". During opening of Price Bids, prices quoted by each Bidder shall be read out.

The Owner will prepare record notes on both the bid opening dates.

Policy for Bids under consideration

After opening of the Technical Bid, the Owner shall make a study of individual bids submitted by various bidders, and clarifications / confirmation, if necessary, pertaining to each of the bid shall be called from the bidder or shall be discussed with the bidder separately during the validity period of their offer. By obtaining clarifications / confirmations in respect of each of the techno-commercial bid, all the bids will be brought at par as far as technical requirements and commercial terms and conditions are concerned.

If, after opening of Technical Bid, the Owner makes any changes in the technical requirements and / or commercial terms and conditions resulting in price implication, then the Owner may ask the bidder, in addition to the Price Bid already submitted by him, to submit the supplementary Price Bid (towards price implication) commensurate with the changes in technical requirements and / or commercial terms and conditions. This supplementary price bid will be opened along with the Price Bid already submitted by the Bidder, on the date set for opening the Price Bid.

The deviations, if any, on Technical Specifications indicated only in the Technical Deviation Schedule will be considered while scrutiny of the bid. Cost of withdrawal of respective deviation shall be considered for evaluation of the bid. The deviations indicated in the Deviation Schedules for which the price implication towards withdrawal is not indicated by the bidder, the cost of withdrawal of the said deviation shall be treated as nil.

Bids, which do not meet the stipulated qualifying criteria, will be rejected and Price Bid of such bid shall not be opened and shall not be returned to the respective bidder.

Any effort by bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decision may result in the rejection of his bid

Deviations, if any

The Owner desires that the bidder shall perform all the works strictly in accordance with the requirements stipulated in this bid specification. The Owner further desires that the bidder shall abide by all the terms and conditions of this bid specification without any deviations. No deviation from the bid documents issued by the Owner is allowed except few minor deviations on Technical Specifications. All deviations sought from the technical specifications involving technical particulars, parameters, etc., shall be brought out in the Schedule of Technical Deviations. Deviations not specifically brought out in the "Technical Deviations Schedule" will not be considered and in the event of award of contract, the specification requirements shall govern without any financial implication to the Owner. The owner may reject the bid with forfeiture of the EMD in the event of deviations taken other than technical deviations.

After opening the techno-commercial bids, the technical deviations and shortfalls mentioned in the technical deviation schedule, as observed by the Owner shall be discussed with the Bidder before opening of the Price Bid.

Preliminary Examination

During bid evaluation, the Owner may, at its discretion, ask the bidder for a clarification of his bid. The request for clarification and the response shall be in writing and no change in substance of bid shall be sought, offered or permitted.

The Owner shall examine the bids to determine whether they are complete, whether any computational error has been made, whether required sureties have been furnished, whether documents have been properly signed, etc., and whether the bids are qualified, responsive and generally in order.

Prior to detailed evaluation, the Owner will determine whether each bid is of acceptable quality, generally complete and substantially responsive to the bidding documents. For the purpose of this determination, a substantially responsive bid is the one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations.

A material deviation, objection, conditionality or reservation is one :

- a) that affects the scope, quality or performance of the contract;
- b) that limits in any substantial way, inconsistent with the bidding documents, the Owner's rights or the Contractor's obligations under the Contract, or
- c) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Owner, and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

In particular, the bid will be treated as non-responsive if EMD not submitted. A bid determined as substantially non-responsive shall be rejected by the Owner and Price Bid of such bidder will not be opened and the bid shall not be considered for further evaluation.

Evaluation of Bids

The Owner will carry out a detailed evaluation of the bids previously determined to be substantially responsive, in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the Bidders, taking into account the following factors:

- a) Qualification Requirement;
- b) Overall completeness and compliance with the Technical Specifications, and deviations from the Technical Specifications to the bid, if any;
- c) Other relevant factors, if any, or other Sections of bid that the Owner deems necessary or prudent to take into consideration.

Evaluation of Deviations, if any

In case of any deviations in technical specifications, if the Owner is convinced that such deviation is superior to the equipment proposed by the Owner, then the Owner reserves the right to accept this deviation without any additional financial implication or without any price preference. In case, the deviation is not acceptable to the Owner, the bidder shall withdraw this deviation and the cost of withdrawal indicated shall be considered for evaluation and execution. In case the bidder fails to withdraw the deviations that are not acceptable to the Owner, the bid is liable for rejection.

The deviations indicated in the Technical Deviation Schedule may be acceptable to the Owner provided the deviation is due to superiority of offered system / equipment compared to the specified requirements.

In deciding the superiority of the offered system / equipment or intrinsic design feature, the decision of the Owner will be final and bidding on the Bidder.

The Owner shall open the Price Bid and further evaluate and compare the bids determined to be substantially responsive, to ascertain the lowest evaluated responsive bid in the interest of the Owner.

Arithmetical errors shall be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, its bid shall be liable for rejection.

Currency for Bids

The bidders shall quote the prices in Indian Rupees only or equivalent US \$ converted on 7 days prior to the date of submission of bid .

Prices- Definitions and Meanings

For the purpose of evaluation and comparison of bids, the following meanings and definitions shall apply.

“Bid Price” shall mean the Total Lump Sum Turn-key Price or Contract Price including Taxes and Duties', quoted by the bidder in its proposal for the complete scope of the works.

“Differential Price” shall mean the summation of the equalizing elements of price while evaluating the bids, for deviations and deficiencies in the Bidder's proposed equipment and services as well as in commercial and general terms and conditions as per the guidelines mentioned in this section, i.e., “Instruction to Bidders”.

“Evaluated Bid Price” shall be the summation of Bid Price and Differential Price.

Calculation of Differential Price for Bids

The Differential Price to be added to the Bid Price of each bid during evaluation and comparison shall be derived as under:

$$\text{Differential Price (DP)} = (f1 + f2 + f3 + \dots + fn)$$

where f1, f2, ..., fn, are the cost of withdrawal of technical deviations based on evaluation factor specified at in Volume II, Book2. In case the cost of the withdrawal of technical deviations is not submitted by the bidder, the owner will evaluate the bid considering that there is no cost associated with withdrawal of deviation.

The Owner's evaluation of bid will take into account the Total Price quoted by the bidder for the entire work as called for.

Change of Quantity before award of the Contract

The Owner reserves the right to vary the quantities of items to be ordered as per specifications, if found necessary before award of the contract as per unit prices. In case unit prices are not available, the prices for items added / deleted shall be mutually agreed.

Award of Contract

Award Criteria

The Owner will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price.

Owner's right to accept any bid and to reject any or all bids

Notwithstanding anything contained in this document, the Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders the grounds for the Owner's action.

The Owner is not bound to accept the lowest or any bid, without assigning any reason for the rejection of any bid or part of the bid. It is also not binding on the Owner to disclose any analysis report on bids.

Notification of Award and signing of Contract Agreement

Letter of Award to the Contractor

The Bidder whose bid has been accepted will be notified of the award through 'Letter of Award' by the Owner by facsimile or email confirmed by letter sent by registered post, courier service or speed post - the mode accepted by the bidder - prior to expiration of the bid validity period.

The Contractor will acknowledge receipt of the Letter of Award and convey the acceptance to it to the Owner within three (3) days of receipt of the same.

The Contract Agreement shall be prepared within twenty-eight (28) days of the Letter of Award and the successful Bidder, and the Employer shall sign and date the Contract Agreement immediately thereafter.

Acceptance of Work Order

The Owner shall issue signed Work Order after the acceptance of LOA from the contractor. The Contractor shall have to sign Work Order issued by the Owner within 7 (seven) calendar days from the date of issue of signed Work Order.

If the Contractor fails to sign the WO, the same shall constitute sufficient ground for the annulment of the award of work and also the forfeiture of EMD. In such event, the Owner may make the award to the next lowest evaluated responsive Bidder or call for new Bids.

Contract Performance Guarantee

The Contractor shall provide to the Owner the Contract Performance Guarantee within fifteen (15) days of acceptance of Work Order. The Contract Performance Guarantee to be provided in the form of a Bank Guarantee in the prescribed format J by the Contractor of Nationalised/reputed Private Bank in India.

The Bank Guarantee shall be denominated in the currency of the Contract and shall be in the form enclosed with this bidding document.

This Contract Performance Guarantee shall be valid up to 90 days beyond the Contract Period.

The Contractor failing to comply with the requirements of the above mentioned clause shall constitute sufficient grounds for cancellation of the award and forfeiture of the EMD. In such event, the Owner may make the award to the next lowest evaluated responsive Bidder or call for new Bids.

The Bidders are requested to carefully go through the instructions for preparation of their bids. The bid shall fully meet the technical requirement specified in Volume II of the Bid Document.

The Bidders may depute their representative to visit the site to get any additional information and to check the site conditions personally.

The Bidder may submit additional information, which in his opinion shall help the Owner to evaluate the bid. Bidder shall use continuation sheets wherever necessary.

The Bidders are requested to duly fill in the check list enclosed with Bid specifications. This check list gives only certain important items, to facilitate the Bidder to make sure that the necessary data / information is provided by the Bidder in its proposal. This, however, does not relieve the Bidder of his responsibility to make sure that his proposal is otherwise complete in all respects.

**VOLUME 1:
SECTION III: QUALIFICATION
REQUIREMENT**

SECTION 3: QUALIFICATION REQUIREMENT`

Design, Engineering, Procurement, Supply, Erection, Testing, & Commissioning of 02 nos. 220kV line bays at Vapi-II S/S for LILO of 220kV Chikhil-Vapi 220kV S/c line at Vapi-II

1 Technical Requirement

1.1 The bidder Original Equipment Manufacturer (OEM). The offered equipment's have to be designed, manufactured and tested as per relevant IEC or equivalent standard with latest amendments. The OEM should have supplied GIS Equipment of minimum 20 bays of 220 kV Voltage level which are in successful operation for minimum two years reckoned from the last date of submission of bid. The OEM should have a functional after sales service facility in India with all tools and tackles and trained manpower required for providing 'After Sales Service 'of GIS equipment.

or

The Bidder shall be an EPC Contractor having Designed, Engineered, Supplied, Erected, Tested & commissioned minimum two numbers of GIS substations of at least 100 kV or above in India having at least 4 bays that shall be performing satisfactorily for at least two (2) years as on the date of bid submission mentioned above. (Supporting documents/Certificates of original customer to be submitted.)

And

The Bidder under this route shall tie up with OEM meeting the minimum Qualifying Requirement stated above at Sl. No.1.1 and obtain Manufacturer's Authorisation as per the Format G attached.

All the Equipment's proposed to be supplied shall have valid type test certificates from STL / NABL accredited laboratory or any of the following laboratories, not older than 10 years, and must be valid till the expiry of validity of offer.

- KEMA, Holland

- CESI, Italy
- IPH, Germany
- EDF, France
- CERDA, France
- PHELA, Italy
- CPRI, ERDA , India

The bidder shall have valid Electrical Contractor License for Gujrat, registered under Goods & Service -Tax Act , and should have PF Registration Certificate. In case Electrical Contractor License for Gujrat is not available, Bidder should atleast possess Electrical License of any other State and furnish an undertaking to obtain the same for Gujrat prior to award of Contract.

Financial Requirement:

The Minimum Annual Turnover (MAT) of the Bidder during each year for the last three financial years shall not be less than Rs 100 Crores .Net Worth of the Bidder for last three financial years should be positive.

The owner may assess the capacity & capability of the bidders, to successfully execute the scope of work covered under the work within stipulated completion period. This assessment shall inter-alia include.

- Document verification;
- Visit to the Bidder's works/manufacturing facilities;
- Verification of manufacturing capacity, details of works executed, works in hand, anticipated in future and the balance capacity available for the present scope of work;
- Verification of the details of plant and machinery, manufacturing and testing facilities, manpower and financial resources;
- Verification of details of quality systems in place;
- Past experience and performance;
- Customer feedback;
- Banker's feedback, etc

Additional Documents:

Apart From various documents to be furnished along with the Bid, the following documents/details are to be furnished by the Bidder:

- Copy of Goods & Service Tax Registration Certificate
- Copy of Company PAN Card
- TAN Number of the Company
- Details of Partners/Directors of the Firm/Company.
- Last Three years audited accounts
- Solvency certificate from Bank
- A declaration that there are no pending legal cases or suits and liabilities which will affect the performance of the Bidder while performing the works under this Bid. In case of any such liabilities, details shall be furnished by the Bidder as per Format I.

**VOLUME I:
SECTION IV
SPECIAL CONDITIONS OF
CONTRACT**

**SECTION IV:
SPECIAL CONDITIONS OF CONTRACT**

1. Definitions

- **“Contractor”** means the Bidder whose bid has been accepted by the Owner for the award of Contract and shall include such Contractor’s legal representatives, successors and permitted assigns;
- **“Contract”** shall mean the Work Order issued by the Owner to the Contractor and shall include all the documents defined under contract documents clause of Special Conditions of Contract.
- **“Contract Price”** shall mean the firm price quoted by the Contractor in his Bid with additions and/ or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of works.
- **“Contract Period”** shall mean the period from the date of execution of the contract till the Taking Over Certificate is issued by the Owner
- **“Defect Liability Period”** shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- **“Date of Contract Signing”** shall mean the date on which both the parties have signed the Contract document.
- **“Engineer”** shall mean the official of the Owner appointed in writing by the Owner to act as Project-In-Charge from time to time for the purpose of the Contract.
- **“Letter of Award”** shall mean the notification issued by the Owner to the Contractor about acceptance of his proposal.
- **“Latent Defects”** shall mean such defects caused by faulty designs, material or workman-ship which cannot be detected during inspection, testing etc., based on the technology available for carrying out such tests
- **“Owner/MUML/Employer”** means M/s Mumbai Urja Marg Limited (OWNER) and shall include the legal successors in title to the Owner, its legal representative and any permitted assigns of the Owner.
- **“Performance and Guarantee Tests”** shall mean all operational checks and tests to determine and demonstrate guaranteed parameters as specified in the Contract Documents
- **“Subcontractor”** means any firm or person (other than the Contractor named in the Contract) engaged for any part of the work or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Owner/ Engineer and shall include the legal representatives, successors and assigns of such person;

- **“Specification”** shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon;
- **“Taking Over”** shall mean the Owner’s written acceptance of the Works performed under the Contract, after successful commissioning/ completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract and receipt of charging permission upon Work Completion Report (WCR) accepted by the competent authority of -MUMML.
- **“Unit Price”** shall mean the firm price quoted by the Contractor in his Bid for each item of entire BOQ mentioned in the format I of Section V;

2. **Language and Measures**

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

3. **Unit Price**

The Contract Price shall mean the firm price quoted by the Contractor in his Bid with additions and/ or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of works.

Detailed break up shall comprise all the price components of Unit Prices as submitted by the Contractor in the appropriate price schedules of bid proposal sheet.

The Unit Price shall remain firm during the Contract Period and shall not be subject to variation on any account or for change in quantity.

4. **Taxes and Duties**

The Contract Price is exclusive of GST. The GST will be reimbursable by the Employer on the Supplies/ Works made by the Contractor but limited to the tax liability on the transaction between the Employers and the Contractor. Price quoted in the Price schedule shall be excluding GST . Bidder , however shall indicate the rate of GST in the separate column of the Corresponding Schedule. It is presumed that the Input Tax Credit (ITC) available, if any, under GST as per the relevant Government laws wherever applicable has been taken into account by the Contractor

The Contractor shall be liable and pay all taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all duties, levies and taxes assessed against the Contractor for his personal income & property only.

5. Contract Performance Guarantee & Warranty Bond

The successful Contractor shall have to submit the contract Performance guarantee in the form of a Bank Guarantee for an amount of 10% of the total Contract Price to cover the entire Contract Period plus 3 (Three) month. The Bank Guarantee shall be issued by Nationalised bank / Scheduled Private Bank (covering the entire Contract Period) .

The above Bank Guarantee, to be submitted by Contractor for the above mentioned period, is for the faithful performance of the contract.

The Performance Guarantee shall cover additionally the following guarantees to the Owner:

- a) The successful Contractor guarantees the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents.
- b) The successful Contractor further guarantees that the equipment provided by him/his sub-vendors and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said equipment within the period of guarantee.

In the event of non-compliance or breach by the Contractor of the above, the Owner, in addition to any other rights that it may have, shall be entitled to invoke the Bank Guarantee, as it may deem necessary.

The Contractor shall furnish within 7 (seven) days of Taking Over, the Warranty Bond, in the form of Bank Guarantee for an amount of 10% of the total Contract Price to cover the entire Defect Liability period plus 1 (one) month. The Bank Guarantee to be issued by Nationalized / Scheduled Private Bank (covering the Defect Liability Period). In case of non-submission of the Warranty Bond within 7 days of Taking over, the Owner shall encash the Contract Performance Guarantee. The Owner shall return the Contract

Performance Guarantee if the Contractor submits the Warranty Bond to the Owner within stipulated time period mentioned above.

Guarantee and Liabilities

6. Contractor's Warrantee

The Contractor shall assure, represent, warrant, guarantee and undertake that from the Taking Over by the Owner, till the expiry of the Defect Liability period, the whole project, in accordance with the Contract documents shall be free from defects in material/equipment and workmanship for a period of twenty four (24) calendar months. In addition to the terms and conditions of the contract, the Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise agreed.

If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal or the Defects Liability Period, whichever is longer. If any defects are not remedied within a reasonable time, the Owner may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.

The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on the Contractor's behalf at the site, the Contractor shall bear the cost of such repairs.

The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.

The acceptance of the equipment by the Owner shall in no way relieve the Contractor of his obligations under the Work Order.

In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Owner shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.

At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned above, shall remain till the end of 5 years from the date of completion of Defect Liability Period. In respect of goods supplied by Sub-Contractors to the Contractor where a longer defect liability period is provided by such Sub-Contractor, the Owner shall be entitled to the benefits of such longer defect liability period.

7. Statutory Approvals:

The Contractor shall take all necessary approvals required for completing the Scope of Work under the Contract which shall not be restricted to following:

- Approval of Scheme/Single Line Diagram from MUML
- Approval of GIS S/S layout from MUML
- Approval of all Design Documents/Drawings from MUML
- Approval of General Technical Particulars (GTPs)
- Approval of all Test Certificates from MUML
- Obtaining Work Completion Report (WCR) from MUML
- Clearance required to be obtained from Electrical Inspector

8. Time Schedule

The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works. The Owner's requirements of completion schedule for the Works are mentioned in the Schedule below.

Work Completion Schedule

S.No	Description of Activity	Time Schedule from execution of the Work Order
1	Drawing & design Approval	2 months from execution of the Work Order
2	Despatch of Equipment's	10-12 months from execution of the Work Order

3	Installation & Commissioning of the Equipment's	16 months from execution of the Work Order
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The owner reserves the right to request for a change in the work schedule during pre-award discussions with Contractor. The Contractor will be required to prepare detailed PERT Network/ detailed M.S. Project Bar chart and finalise the same with the Owner as per the requirement mentioned in Clause "Time- The essence of Contract"

9. Time- The essence of Contract

The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete the same not later than the date agreed to.

The Contractor shall submit a detailed PERT network/bar chart consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the execution of the Work Order. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner, and the mutually agreed network shall form part of the Contract. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.

Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme in line with the agreed Contract network.

Such manufacturing programme shall be reviewed, updated and submitted to the Engineer every month thereafter.

The above bar charts/manufacturing programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.

If the Owner deems that the Contractor is not progressing according to the mutually agreed PERT network, the Owner reserves the right to get the work executed through any other agency at the risk & cost of Contractor without assigning any reason(s) and/or notice.

10. Liquidated Damages for Delay

The Contractor should note that the completion time allowed for carrying out the work should be strictly observed. Any delay in completing the commissioning of the Project shall be subject to the Liquidated Damages at the rate of 0.5% of the total Contract Price per week or part there of, with a ceiling of 5 % of the total Contract Price.

The Owner reserves the right to recover the Liquidated Damages applicable against this contract from the bills payable or from the Bank Guarantee submitted with the Owner.

The Contractor shall have to supply all materials to match with the erection activities as per the PERT Network.

Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time the missing parts are also delivered.

For the purpose of Liquidated Damages, contractual obligation shall be completion of all supply and erection activities as per time schedule & value of these contracts shall be "Contract Value" for the working of Liquidated Damages.

11. Delays by Owner or his authorized agents

In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of the Contract. Regarding

reasonableness or otherwise of the extension of time, the decision of the Owner shall be final.

In addition, the Contractor shall not be entitled to any claim whether demonstrable or reasonable compensation if such delays have resulted in any increase in cost.

12. Terms of Payment

- i. Stage-1: 5% (Five percent) of the Order Value without freight and GST shall be paid as Advance (Advance Payment-1) within 30 days upon receipt of following documents:
 - a. Submission of Advance Bank Guarantee ("ABG-1") having 5% (Five Percent) of the Order Value without freight and GST valid till Operational Acceptance plus 3 months additional claim period. ABG shall be submitted within 14 days from the Effective Date of the LOA.
 - b. Submission of Contract Performance Bank Guarantee ("CPBG") having 10% (Ten Percent) of the Order Value, valid till Operational Acceptance plus 3 months additional claim period. CPBG shall be submitted within 14 days from the Effective Date of the
- ii. Stage-2: 5% (Five percent) of the Order Value without freight and GST shall be paid as Advance (Advance Payment-2) within 30 days after site mobilization and upon receipt of following documents:
 - a. Submission of Advance Bank Guarantee ("ABG-2") having 5% (Five Percent) of the Order Value without freight and GST, valid till Operation Acceptance plus 3 months additional claim period. ABG shall be submitted within 7 days from the Effective Date of the LOA.
- iii. Stage-3: 80% (Eighty percent) of Order Value of plus 100% applicable GST and 100% Freight & Transit Insurance charges shall be paid on pro-rata basis as per the mutually agreed billing schedule
- iv. Stage-4: 10% (Ten percent) of Order Value without freight and GST, shall be paid upon operation acceptance and upon receipt of following documents:
 - a. Submission of Performance Bank Guarantee ("PBG") having 10% (Ten Percent) of the Order Value, valid till Defect Liability Period plus 3 months additional claim period. PBG shall be submitted before expiry of CPBG.

13. Due dates for Payment

The owner shall make progressive payment as and when the payment is due as per the terms of payment set forth. Payment shall become due and payable by the Owner within **Thirty (30) days** from the date of receipt of the Contractor's bill/ invoice/ debit note by the Owner provided the documents submitted are clear and complete in all respects.

14. Demurrage/Wharfage/Warehouse charges, etc

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

It will be the responsibility of the Contractor to obtain clear Railway Receipt/ Lorry Receipt and allied documents in order to avoid any difficulty while clearing/ taking delivery of the materials.

15. Taking delivery and insurance

The Contractor has to keep substation (S/S) materials in safe custody and transport to the Site and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection till Taking Over of the S/S by the Owner.

The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.

The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by it at site in it's custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the Contractor to arrange for security till the works are finally taken over by the Owner.

16. Insurance

The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the transit, storage, erection of the materials (cost to the extent of 110% cost of S/S materials) and commissioning of the works up to the time of Taking Over of the S/S, which shall fully protect his interest and interests of the Owner against all perils detailed herein for the Contract Period. The form and the limit of such insurance as stated herein together with the under-writer in each case shall be as deemed necessary by the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The proof of insurance policy taken by the Contractor shall be furnished to Engineer. In absence of the above insurance policy, payments to be made

by the Owner will be withheld at its' sole discretion. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Contractor. The Contractor shall deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further, the insurance should be in freely convertible currency.

Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. In the event of any damage, theft, loss, pilferage, fire etc., Contractor will be responsible to lodge, pursue and settle all the claims with the Insurance Company for all items, materials and the Owner shall be kept informed about it. The Contractor shall replace the lost / damaged materials / items promptly irrespective of the settlement of the claims by underwriter and ensure that the work progress is as per agreed schedule. The loss, if any, such replacement will have to be borne by the Contractor and Owner will not entertain any claim / representation in this regard. However it will be Contractor's responsibility to insure the entire project till the S/S is taken over by the Owner. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal, payment of premiums, etc., as may be necessary well in time.

The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/ reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the

Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will reduce the Contract price to the extent of premium reduced. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.

This clause covers the additional insurance requirements for the portion of the works to be performed at the Site.

17. Contract Quality assurance:

Within 10 days after Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed and such agreed Programme shall form a part of the Contract.

The Contractor shall clearly specify the list of sub-vendors from whom the bought out items are being supplied. Such details shall be accompanied by their list of previous supplies made performance reports etc. However before placement of award in case of specific approval shall be obtained from the Owner for the Contractor supplied materials. The Quality Assurance Program (as per clause 1.13.5 of Section 2) shall be furnished for each material separately for approval.

18. Erection, Lifting & shifting, Tools And Tackles:

The Contractor under a separate schedule, in his proposal shall include a list of all-special equipment tools & tackles etc. which he proposes to bring to site for the purpose of erection, lifting & shifting, handling, testing and commissioning including performance and guarantee tests of the equipment. However such tools tackles brought to the site for purpose of erection, handling, testing & commissioning shall remain property of the Contractor and can be taken back after completion of the work.

19. Contract Documents

The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract in the following Order of Priority:

- a) Work Order
- b) Technical Specifications & BOQ as per format I
- c) Special Condition of Contract
- d) General Conditions of Contract

Some of the Conditions of Contract are included in Special Conditions of Contract as well as General Conditions of Contract. For the purpose of this Contract, such conditions as stipulated in Special Conditions of Contract will prevail upon the provisions in General Conditions of Contract.

Notwithstanding anything contained herein or elsewhere, in the event of any conflict between the above mentioned documents the matter shall be referred to the Engineer of the Owner whose decision shall be considered as final and binding upon the parties.

20. Use / Confidentiality of Contract documents and information

The Contractor shall not, without obtaining the Owner's prior written consent, disclose the terms of this Contract, or any provision thereof, or any past, present or future data or know-how or information or intellectual property, including but not limited to specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner (whether tangible or intangible), or techniques, designs, engineering, prototyping, finances & financial data, and other materials whether created or produced by and/or on behalf of the Owner or is otherwise acquired in anticipation of, during, or as a result of, or in any way connected with this Contract as disclosed to the Contractor by the Owner ("**Confidential Information**"), to any person other than a person employed / hired / contracted, as the case maybe, by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract. The Contractor shall keep the Confidential Information confidential, to not disclose the same and to safeguard the Confidential Information in the same manner that the Contractor treats its' own confidential information of like kind, but not less than a reasonable degree of care.

The Contractor shall not communicate in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.

Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

21. Power to vary or omit work

No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'Variation') under this Contract as detailed in the Contract Documents. Such variations unless otherwise specified, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 20% (Twenty Percent) of the Contract Price by way of suitable amendment to the contract. The Variation shall be made by the Contractor as directed in writing by the Owner as follows:

- a. The Owner shall issue an addendum to the Work Order stating the estimated increase / decrease in the Contract Price / quantity / etc. as the case maybe;
- b. The Contractor shall revert with comments / revisions to the addendum within a period of 15 (fifteen days), failing which it shall be deemed to be accepted and the Contractor shall be bound by it;
- c. If the Contractor has reverted as stated in clause (b) above, then the parties shall mutually agree for the same based on estimates / inputs / discussions of the parties within a period of __ days;
- d. Failure to carry out the work as per the addendum [as accepted or as deemed to be accepted as per clause (b)], shall result in a breach by the Contractor of the Section 27 below.

However, (a) the Unit Price quoted by the Contractor shall remain unchanged and (b) the work shall continue to be carried on irrespective of any deadlock / dispute between the parties.

The Contractor shall carry out such Variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents.

The Owner shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing or ratified at a later date by the Owner.

As this is an Engineering Procurement Construction (EPC) contract, design will be done by the Contractor., as also all responsibility relating to the material will be that of the Contractor.

22. Packing, Forwarding and Shipment

The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the Site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

The Contractor shall notify the Owner of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Owner.

The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the Owner may require.

The following documents shall be sent by courier to the Owner within three days from the date of shipment, :

- Packing list
- Pre-despatch clearance certificate, if any
- Test Certificate, wherever applicable
- Insurance Certificate

The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment despatched to Site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. The Contractor shall be solely responsible for proper storage and safe custody of all equipment.

23. Taking Over or Operational Acceptance

Upon (a) successful completion of all the tests and commissioning by the Contractor along with submission of the test reports; and (b) receipt of charging permission upon Work Completion Report (WCR) accepted by the competent authority of MUMIL, the Owner shall issue to the Contractor a Taking Over Certificate (TOC) as a proof of the acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Owner delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

24. Liability for accidents and damages

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the issuance of Taking Over Certificate by the Owner.

25. Contractor's Default

If the Contractor shall neglect to execute the works with due diligence and reasonable level of care or shall refuse or neglect to comply with any instructions given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and recontract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess amount. Such payment of excess amount shall be independent of the liquidated

damages for delay which the Contractor shall have to pay if the completion of works is delayed.

In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of works.

Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract .

26. Termination of Contract on Owner's Initiative

The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.

The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner.

In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Owner shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving

partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

27. Reconciliation of Accounts

The Contractor shall prepare and submit every two months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with the Owner. The Contractor shall also prepare and submit a detailed account of Owner Issue materials ,if applicable, received and utilized by him for reconciliation purpose in a format to be discussed & finalized with the Owner before the award of Contract.

28. Workman's Compensation Fund and Employer's Liability Insurance

The Contractor shall cover all his employees / sub-contractors / workers / sub-vendors under workmen's compensation and under the liability insurance as per applicable provisions. The Owner shall not be responsible for any payments of compensation or otherwise to the workers/supervisor / sub-contractors / employees / sub-vendors / personnel of the Contractor for fatal or non-fatal accidents during the pendency of the contract or arising due to the works carried out under the Contract.

The Contractor shall employ adequate number of experienced skilled at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

29. Contractor to indemnify the Owner

The Contractor shall Indemnify the Owner and every member, officer and employee of the Owner, Engineer and his staff against all acts, actions, proceedings, claims, demands, costs, litigations, losses and expenses whatsoever, arising due to any act of omission or commission by the Contractor & out of or in relation to the matters referred herein or elsewhere. The Owner shall not be liable for intervention of any authority for or in respect of performance of its' obligation under the Contract Documents. The Owner shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or his Sub-Contractor and the Contractor shall indemnify and keep indemnified the Owner against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto. The aggregate liability for indemnifying the Contractor to the Owner under this Contract are limited up to the total Contract Price.

30. Import licence

The domestic Contractors should note that import licence for importing any components or assemblies or raw materials or finished products from any country or any foreign collaborator or associate or sub-vendor, etc. will have to be arranged by the Contractor itself. The Owner will only issue a certificate, if required and if the Owner is empowered to issue such a certificate as per law, to obtain the import licence at the request of the Contractor. The Contractor shall give advance notice for issuing such certificate.

The foreign Contractor should note that he will complete the formalities to import the material on the Owner's behalf according to the laws prevalent at that time without any financial liabilities to the Owner.

In the event of any application of the Custom and Excise Duty due to change/abolition of the Deemed Export Benefits (DEB) within contractual delivery period, the Owner shall reimburse the same to the Contractor at actual on submission of documentary proof of such payments having been made. The Contractor must specify in their bid the import content (quantity and value wise) and the item number in the Customs Manual under which the raw material/ finished goods (directly dispatchable to site) are envisaged to be imported by him. However, in case Customs/Excise Duty, if any, is applicable due to change/abolition of DEB beyond the original contractual delivery/ project completion period, the same shall be borne by the Contractor and the Owner will not pay/ reimburse any such customs and Excise Duty.

The said EHV GIS SS works is to be carried out in notified SEZ Area hence the Owner is eligible for the benefits of getting exemption of Excise duty, Customs duty, CST and Service Tax. In the event, the Contractor choose to purchase any material from the overseas, necessary purchase orders to the manufacturers of overseas will be issued by the owner directly. However, all the exemptions has to be passed to the Owner. Hence Contractor will have to consider the costs implications of such benefits while submitting the price bid.

31. Access to Site and Works on Site

Suitable access to and possession of the Site shall be afforded to the Contractor by the Owner in reasonable time.

The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the works.

In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub- Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

32. Contractor's Site Establishment

The Contractor shall at all times keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the representative shall be available at a stated address for this purpose.

33. Discipline of Workmen

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconducted himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

34. Contractor's Field Operation

The Contractor shall keep the Owner informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

The Contractor shall have the complete responsibility for the conditions of the Worksite including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

35. Progress Report

The Contractor shall furnish three (3) copies of the Monthly Progress Report to the Owner by 5th of every month to report the progress made in previous month.

The monthly progress report detailing-out the progress achieved on all erection activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary. The report should also include photographs of actual progress of works at site.

36. Facilities to be provided by the Owner

(i) Space :

Land for Contractor's Store, Workshop etc.

- a) The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, etc. required for execution of the Contract. Any such temporary construction shall be done by the Contractor at his cost.
- b) On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made.

(ii) Electricity & Water :

The Contractor shall arrange power supply at his own cost from the concerned DISCOM at a single point during the execution of the Contract. The owner shall provide required water at single point during the execution of the Contract.

37. Facilities to be provided by the Contractor

1. Tools, tackles and scaffoldings

The Contractor shall provide all the construction equipments 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 work at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

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 personals shall be trained in administering first-aid.

38. Cleanliness

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

39. 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 ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

40. Non-Comprehensive Annual Maintenance Contract (AMC)

The Non Comprehensive Annual Maintenance Contract (AMC) Charges for 3 years post warranty/guarantee period shall be as mentioned in the Price Bid of Format I submitted by the Contractor towards optional Scope of Work. The Owner at its discretion may enter into a separate contract for Non-Comprehensive AMC.

The Scope of Work under Non Comprehensive AMC shall be as follows:

- 6 numbers of regular periodic visits per year
- Visits for break down as and when required
- Special Tools and Tackles required for repairs
- Consumables

The Non Comprehensive AMC shall not include the cost of spares/equipment, which shall be borne by the Owner.

41. Contractor's Representations and Warranties

The Contractor declares, assures, warrants and represents as follows:

- (a) The Contractor has full legal right, power and authority to enter into, execute and deliver this Contract and to perform the obligations, undertakings and transactions set forth herein, and this Contract has been duly and validly executed and delivered by the Contractor and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms contained herein;
- (b) The Contractor undertakes that it shall not infringe any third party Intellectual Property Rights whilst carrying out the works;
- (c) The Contractor represents to Owner that it has requisite skills, knowledge and experience to provide the Services and the deliverables in accordance with the requirements stated in this Agreement;
- (d) The Contractor represents that the terms of this Contract do not constitute a breach of any obligation by which it is bound whether arising by contract or operation of law;
- (e) This Contractor constitutes a valid and binding obligation on the Contractor enforceable in accordance with its terms;
- (f) Each of the representations, warranties and undertaking shall be construed as a separate representation, warranty, covenant or undertaking, as the case may be, and shall not be limited by the terms of any other representation or warranty or by any other term of this Agreement;
- (g) The Contractor hereby acknowledges that time is the essence for the performance of the terms of this Agreement and that timely delivery of the works is imperative for the successful implementation of the Project;
- (h) The Contractor expressly agrees that the Representations, Warranties and Undertakings contained herein above shall survive the termination of this Agreement, and such representatives, warranties and undertakings, as may be required for the purpose shall be binding even after the completion of the term and or earlier determination of the Agreement;

- (i) The Contractor shall carry out the works a manner consistent with the professional skill and care ordinarily exercised by the contractors that work on projects internationally of a comparable nature to the works described herein.
- (j) The Contractor undertakes, warrants and guarantees that it has sufficient staff and knowledge to fulfil the its' obligations under this Agreement.

42. Anti Corruption Policy

- (a) The Contractor will abide by and comply with the conditions of the Anti-Corruption Policy as a binding obligation under this Contract.
- (b) All invoices of the Contractor must be accompanied with the following certification, duly signed by the authorized signatory of the Contractor :

"We _____, hereby confirm that as per the terms of the Agreement/ PO / WO dated _____, we have completely implemented and adhered to the Anti-Corruption Policy in respect to our business and indemnify and agree to keep MUML indemnified for any damages to MUML for the violation of same."

- (c) The Contractor shall promptly notify the Owner of any violation or potential violation of the Anti-Corruption Policy, and shall be responsible for any damages to the Owner for the violation of same. Any violation of Anti-Corruption Policy may lead to termination of all business connections with the Contractor.

43. Relationship

- (a) None of the provisions of this Contract shall be deemed to constitute or create the relationship of employer and employee, principal and agent, partnership, joint venture, franchisee or franchisor, or any other fiduciary relationship/association between the Parties and/or any of hereto and neither Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. The Parties intend, and the Contractor acknowledges, that the Contractor will remain throughout the term of this Contract, as an independent contractor. Accordingly, the Contractor agrees that the Contractor and/or its employees/personnel will not be qualified to participate in nor be entitled to worker's compensation, retirement, insurance, leave or other benefits afforded to employees of the Owner.
- (b) The relationship between the parties under this Contract is on a principal-to-principal basis and nothing contained herein shall be construed as constituting any relationship of agency, partnership, joint venture or sharing of profits.

44. Severability

Whenever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract should be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Contract. In such event, the Parties shall negotiate, in good faith, a valid, legal and enforceable substitute provision, which most nearly affects the Parties' intent in entering into this Contract.

45. Survival

Where the purpose and the text of a provision in this Contract clearly indicate intent to survive termination of this Contract, such provisions shall survive the termination of this Contract.

46. Arbitration

If any dispute arising between the Parties is not settled within fifteen (15) days of commencement of amicable attempts to settle the same as provided above, the dispute shall be referred to, and be finally settled by arbitration. The Parties agree that the arbitration proceedings will be conducted at Gujrat and the proceedings shall be conducted in the English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The Parties agree that the Dispute shall be adjudicated by a single arbitrator mutually agreeable to, and appointed by, the Parties. In the event the Parties fail to appoint a single arbitrator the Owner and the Contractor shall appoint one (1) arbitrator each and the two (2) arbitrators so appointed shall nominate a third, presiding arbitrator. The decision of the arbitrator(s) shall be final and binding on the Parties. Each Party will be responsible for the costs of appointing their respective arbitrator as contemplated herein however where a joint appointment of an arbitrator occurs, the costs thereof will be shared equally by the Parties. Notwithstanding the pendency of any Award or difference between the Parties or any proceedings thereto, the Contractor shall be continue to provide the Services as stated herein.

47. Jurisdiction

This work order shall be construed under and governed by the laws of India and each party hereby expressly and irrevocably submits itself to the exclusive jurisdiction of Courts of competent jurisdiction at Gurgaon , Haryana.

**VOLUME 1:
SECTION V:
SAMPLE FORMS**

CHECK LIST

We confirm that we have gone through the Bid Documents and as instructed in these documents we hereby submit the following documents to form the bid.

S. No.	Name of the Document	Whether Submitted Yes/No	Format Number	Envelope Number
1.	Receipt of Tender Purchase		-NA-	1
2.	EMD in form of DD or BG along with bank confirmation letter		-NA-	1
3.	Signed Check list		-NA-	1
4.	Structural & Organisational Details		A	2
5.	Financial Information		B	2
6.	Similar Works Completed by OEM		C	2
7.	Similar Works Completed by EPC		D	2
8.	Type Test Certificates for All Equipment's		E	2
9.	Technical Specification Deviation schedule		F	2
10.	Signed copy of entire tender document.		-NA-	2
11.	Manufacturer's Authorisation		G	2
12.	Letter of Authorisation for signing the bid		-NA-	2
13.	Copy of Balance Sheets and Profit and Loss Accounts for past 3 years		-NA-	2
14.	Income tax clearance certificate for past 3 years		-NA-	2
15.	Self-attested copies of GST registration and PF Registration		-NA-	2
16.	Self-attested copy of valid Electrical Contractor's License issued by the Govt. of Gujrat (India)		-NA-	2
17.	A declaration that there are no pending legal cases or suits and liabilities. In case of such liabilities, details shall be furnished.		H	2
18.	The Bidder should also submit the unpriced Price Bid Format duly signed to ensure that there is no deviation taken by		I	2

S. No.	Name of the Document	Whether Submitted Yes/No	Format Number	Envelope Number
	the Bidder in the format for Price Bid and the entire format has been filled up			
19.	Self-certification regarding Local Content in line with PPP-MII order and 'Public Procurement (Preference to Make in India)		K	2
20.	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)		L	2
21.	Duly filled and signed Price Bid		I	3

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

BIDDER QUALIFICATION REQUIREMENT FORMAT

Format A

STRUCTURE AND ORGANIZATIONAL DETAILS

A	Name and address of Bidder	
B	Telephone No. / Fax No. / Telex No.	
C	Contact Person of the Authorized Signatory (Name, Address, Contact Number & Email id)	
D	The applicant is: (a) An individual (b) A Proprietary Firm (c) A firm in Partnership (d) A Limited Company (Private or Public) or Corporation	
E	Name of Directors/ Partners with their addresses, Telephone numbers, Fax, Email	
F	Was the applicant ever required to suspend any execution for a period of more than six months continuously after commencement of the works? If so, give the name of the project & reasons of suspension of work.	
G	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
H	Has the applicant, or any constituent partner in case of partnership firm ever been debarred / black listed for tendering in any organization at any time? If so, give details	
	Other details: (Self attested copies to be enclosed)	
I	EPF No. valid upto	
J	GST No. valid upto	
K	PAN No.	
O	Electrical Contractor's License No.	

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

BIDDER QUALIFICATION REQUIREMENT FORMAT

Format B

FINANCIAL INFORMATION

Financial Analysis	2022-2023	2023-2024	2024-2025	Minimum Average annual turnover
	A	B	C	(A+B+C)/3
Gross Annual turnover				

Financial Analysis:

Details to be furnished duly supported by figures in Balance Sheet / Profit & Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (certified copies to be attached)

Note- All Amount in INR Crores

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

BIDDER QUALIFICATION REQUIREMENT FORMAT

Format C

DETAILS OF SIMILAR WORKS COMPLETED BY OEM TO MEET QR SPECIFIED IN CLAUSE 1.1 OF QR

- IF BIDDER IS OEM, BIDDER SHOULD FILL ITS OWN DETAILS
- IF BIDDER IS EPC CONTRACTOR, BIDDER SHOULD FILL THE DETAILS OF OEM of GIS TIED UP FOR SUBMISSION OF THIS BID

Sr. No.	Name of Work/ Project & Location along with Brief Description of Scope	Name of GIS Sub-Station along with Voltage Level	Number of Bays	Make of GIS Equipment	Owner/ Organization	Value of work in Rs lakh at completion	Date of commencement as per contract and Stipulated date of Completion	Actual date of completion	Reasons for Delay, if applicable	No. of years of performing satisfactorily as on the last date of submission of Bid*	Name and contact details of person (Address, phone number and email id) to whom reference may be made

* The Bidder is required to submit the copy of supporting documents to substantiate the satisfactory performance

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

Format D

DETAILS OF SIMILAR WORKS COMPLETED BY EPC CONTRACTOR TO MEET QR SPECIFIED IN CLAUSE 1.2 OF QR (TO BE FILLED IN CASE BIDDER IS A EPC CONTRACTOR)

Sr. No.	Name of Work / Project & Location along with Brief Description of Scope	Name of GIS Sub-Station along with Voltage Level	Number of Bays	Make of GIS Equipment supplied for the Project Executed	Owner/ Organization	Value of work in Rs lakh at completion	Date of commencement as per contract and Stipulated date of Completion	Actual date of completion	Reasons for Delay, if applicable	No. of years of performing satisfactorily as on the last date of submission of Bid*	Name and contact details of person (Address, phone number and email id) to whom reference may be made

* The Bidder is required to submit the copy of supporting documents to substantiate the satisfactory performance

Signature of Authorized representative of Bidder

Name of Authorised Signatory: _____

Name of BIDDER: _____

Format E

DETAILS OF TYPE TEST CERTIFICATES FOR THE EQUIPMENT'S PROPOSED TO BE SUPPLIED (TO BE FILLED BY ALL THE BIDDERS)

Sr. No.	Equipment	Name of STL/NABL accredited Laboratory from where Type Test Certificate is obtained	Date of Issuance of Type Test Certificate	Validity of Type Test Certificate

Note: All Type test certificates to be attached

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

Format F

TECHNICAL SPECIFICATIONS DEVIATION SCHEDULE

Sr. No.	Bid Document Reference	Technical specifications as per bid document	Deviation, if any	Cost of Withdrawal of Deviation

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

Format G

(On letter head of Manufacturer)

MANUFACTURER'S AUTHORIZATION

Ref No. _____

Date _____

To,

**Mumbai Urja Marg Limited,
DLF Cyber Park, Tower-B, 9th Floor
Udyog Vihar phase-III, Sector-20,
Gurgram-122008, Haryana, India**

Dear Sir,

**BID SPECIFICATION NO.....for DESIGN, ENGINEERING, PROCUREMENT
SUPPLY,, ERECTION, TESTING, AND COMMISSIONING OF 02 NOS 220kV LINE
BAYS AT VAPI-II S/S FOR LILO OF 220KV CHIKHLI-VAPI 220KV S/C LINE AT VAPI-II.**

We M/s _____ who are established and reputable manufacturers of _____
(name & description of goods offered) having factory at _____ (Address of
factory) do hereby authorize M/s _____ (name & address of Bidder)
to submit a bid, and sign the contract with you for the above goods manufactured by us
against the above NIT.

We shall extend our full guarantee and warranty as per the General and Special Conditions
of Contract appended with specification for goods and services offered for supply by the
above firm against this NIT.

Further, we hereby confirm as follows:

1. We confirm for design, manufacturing & testing of equipment as per relevant
IS/IEC/ANSI with latest amendments.

2. We give commitments for full technical / after sale support including spares during erection, testing and commissioning and confirm that products are as per technical specifications & type tested as per IEC/IS/ specification from accredited laboratory.
3. We also confirm that we are having all the testing facilities as required for testing of the equipment as per relevant IS/TEC/ANSI with their latest amendments.
4. We confirm that this authorization will remain in force at least upto guarantee period of equipment's.
5. We confirm for free replacement / repair within the guarantee of equipment's.
6. We confirm that all acceptance tests shall be carried out in presence of OWNER's Engineer in any NABL /at OEM's works without any extra cost to OWNER.

Signature of Authorized representative of
Manufacturer

Name of Authorised
Signatory: _____

Name of Manufacturer:

Format H

DECLARATION FOR LEGAL CASES

Ref No.

To,

**Mumbai Urja Marg Limited,
DLF Cyber Park, Tower-B, 9th Floor
Udyog Vihar phase-III, Sector-20,
Gurgram-122008, Haryana, India**

In reference to the Bid invitation for "RFP for DESIGN, ENGINEERING, PROCUREMENT,SUPPLY ERECTION, TESTING AND COMMISSIONING OF 02 NOS 220kV LINE BAYS AT VAPI-II S/S FOR LILO OF 220Kv CHIKHLI-VAPI 220KV S/C LINE AT VAPI-II.", We -----(name)----- resident at -----(address)----- hereby declare that there are no pending legal cases or suits and liabilities against our Company which will affect our performance under this Contract except the following:

- 1.
- 2.
- 3.

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

Format I

Price Bid Format

(All Prices to be filled Strictly in Numbers only)

Summary of Price

<u>S.No</u>	<u>Description</u>	<u>Price in Rupees</u>
1	Design, Engineering, Procurement, Supply, Erection, Testing and Commissioning of Implementation of 02 Nos 220kV Line bays along with Associated work including GIS Building and EOT Crane.	
(i)	Basic Price For Design, Engineering and Supply	
(ii)	Civil & Building works	
(iii)	Erection, Commissioning and Testing	
(iv)	Taxes and Duties (Provide complete details in separate sheet)	
	<u>Total Price for Entire Scope as per RFP Document (sum of (i) to (iii))</u>	
2.	<u>Price for Optional Scope of Work</u>	
	Price of Non-Comprehensive Annual Maintenance Contract per year post Warranty Period inclusive of all taxes, duties and levies	

Bidder to submit the detailed breakup of the Price including Unit Rates for all the items mentioned in BOQ in the Detailed Price Bid Format

Signature of Authorized representative of Bidder

Name of Authorised

Signatory: _____

Name of BIDDER: _____

Format J

CONTRACT PERFORMANCE BANK GUARANTEE FORMAT

FORM OF BOND / BANK GUARANTEE

BANK GUARANTEE ON STAMP PAPER

(VALUE TO BE CHECKED WITH THE BANK)

FOR LODGEMENT OF PERFORMANCE BOND

THIS DEED OF GUARANTEE made this _____ day of _____ having its office at _____ (hereinafter called the "Bank", which expression shall unless repugnant to the context and meaning thereof include its successors) favoring M/s. _____, a company incorporated under the Companies Act, 1956, having its Registered Office at _____ (hereinafter called the "Owner", which expression shall unless repugnant to the context and meaning thereof include its successors and assigns).

WHEREAS the Owner and M/s. _____ having their Registered Office at _____ (hereinafter called the "Contractor") have entered into a Agreement dated _____ (hereinafter called the "Agreement") whereby the Contractor has agreed to carry out the _____ work at the Owner's _____ Project Site at _____ under the supervision of M/s. _____, the Owner's Project Management Consultant upon and subject to the terms therein contained.

AND WHEREAS in accordance with the terms and conditions of the Agreement, the Contractor has agreed to furnish a Bank Guarantee to the Owner in the form acceptable to the Owner for a sum of Rs. _____ (Rupees _____ only) to ensure timely and satisfactory performance by the Contractor of its obligations under the Agreement.

AND WHEREAS the Bank has at the request of the Contractor agreed to furnish a irrevocable guarantee in favour of the Owner to secure performance by the Contractor of its obligations under the Agreement on the terms and conditions herein contained.

NOW THIS DEED WITNESSTH AS FOLLOWS:

1. The Bank hereby unconditionally and irrevocably guarantees the due and punctual performance and observance of and compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied on the part of the Contractor to be performed, observed or complied with under the Agreement in accordance with the terms thereof and in the event of the Contractor's non-performance, non-observance and non-compliance of the same for any reason, the Bank shall absolutely irrevocably and unconditionally without any right of set off or counter claim, forthwith upon written demand by the Owner and without demur or protest and without reference to the Contractor pay to the Owner a sum not exceeding Rs. _____ (Rupees _____ only). A demand so made by the Owner shall be final and binding on the Bank.
2. The Bank also agree that withdrawal of the tender or part thereof by Contractor within its validity or Non submission of security Deposit by the Contractor within one month from the date tender or a part thereof has been accepted by the Owner would constitute a default on the part of the Contractor and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Owner in case of any occurrence of a default on the part of the Contractor and that the encashed amount is liable to be forfeited by the Owner.
3. The Bank's liability under this Guarantee is restricted to Rs. _____ (Rupees _____ only).
4. The decision of the Owner, for the time being in force, or at any time thereafter as to the non-performance, non-observance and non-compliance by the Contractor of the covenants, agreements, conditions and provisions expressed or implied, on the part of the Contractor, to be observed, performed or complied with under the Agreement shall be final, conclusive and binding upon the Bank and shall not in any circumstances be questioned by the Bank.
5. Any demand for payment under this Guarantee shall be made on the Bank by the Owner in writing at _____ and shall be deemed to have been sufficiently made by the Owner if the writing containing the demand is sent to the Bank by registered post to the address as aforesaid or sent to the Bank by hand delivery at such address and written acknowledgement obtained to such delivery.
6. The guarantee obligations of the Bank hereunder shall continue in force and effect and be binding on the Bank in accordance with its terms **upto** _____ or until the performance, observance and compliance by the Contractor of all the covenants, agreements, conditions and provisions expressed or implied, on the part of the Contractor to be observed, performed or complied with under the Agreement, the completion

of the **Defects Liability Period** and issue of the Certificate of Final Completion by the Owner in accordance with the Agreement whichever is later.

7. As between the Bank and the Owner (but without affecting the Contractor's obligations) the Bank shall be liable under this Guarantee as if it were the sole principal debtor. The Bank's liability hereunder shall not be discharged nor shall its liability be affected by:
 - i. any time, indulgence, waiver or consent at any time given by the Owner to the Contractor;
 - ii. any amendment to the Agreement;
 - iii. the making or the absence of any demand by the Owner on the Contractor or any other person for payment;
 - iv. the enforcement or absence of enforcement of the Agreement or of any security or other guarantee or indemnity;
 - v. the illegality, invalidity or unenforceability of or any defect in any provision of the Agreement or of any of the Contractors obligations thereunder;
 - vi. the dissolution, amalgamation, reconstruction or reorganization or appointment of an Administrative Receiver of the Contractor.
8. The Guarantee herein contained shall not be determined or in any way prejudiced or affected by any change in the constitution of the Bank or by any merger, or amalgamation or reconstruction of the Bank but shall be enforceable against the merged, amalgamated or reconstructed body.
9. The Bank hereby expressly and irrevocably waives all claims of waiver, release, surrender or compromise and all defenses, setoffs, counter claims, recoument's, reductions, limitations and impairments.
10. The Owner shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement including without limitation to extend from time to time the time for the performance of the Agreement by the Contractor or to postpone from time to time any of the powers exercisable by the Owner against the Contractor, to forbear or to enforce any of the terms and conditions of the Agreement, without in any manner affecting this Guarantee and without notice to or assent of the Bank.

11. The Bank waives any right to require / proceeding first against the Contractor or the realization first of any security or other guarantee, if any.
12. The Bank agrees and confirms that its obligation to make payment to the Owner on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of the Owner the legal consequence of which may be the discharge of the bank as guarantor.
13. The Bank declares and confirms that the Bank has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the Bank has full power to enter into and perform and discharge its obligations undertaken hereunder and that this Guarantee constitutes legal, valid and binding obligation of the Bank, enforceable in accordance with its terms.
14. This guarantees shall be governed by and construed in all respects according to the laws of India and shall be subject to the jurisdiction of the courts in _____.
15. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by registered airmail, postage, prepaid, or by telex, cable or facsimile as follows:

If to the Bank:

If to the Owner:

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above. All notices, demands and other communications shall be deemed to have been duly given (i) on the expiry of seven days after posting, if transmitted by registered airmail or (ii) on the date immediately after the date of transmission with confirmed answer back if transmitted by telex, cable or facsimile, whichever shall first occur.

16. Any forbearance or indulgence on the part of the Owner in the enforcement of the Covenants, agreements, conditions and provisions express or implied on the part of the Contractor to be performed, observed or

complied with by the Contractor under the Agreement shall in no way relieve the Bank of its liability under the Guarantee.

17. Terms and expression defined in the Agreement and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

Notwithstanding anything contained hereinabove,

- i. Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees: _____ only).
- ii. This bank guarantee shall be **valid upto** _____ and;
- iii. It is a condition to our liability for payment of the guaranteed amount or part any thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee **on or before** _____, failing which, our liability under this bank guarantee will be automatically cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED for and on behalf of the Bank by its
duly authorized Representative
Mr. _____ in the presence of

Format- K

Design, Engineering, Procurement, Supply, Erection, Testing and Commissioning of 220kV LINE BAYS-02NOS (GIS) along with associated works including GIS Building and EOT Crane.

Format for Self certification regarding Local Content in line with PPP-MII order and 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 28/07/2020,17/09/2020 and 16/11/2021 issued by Ministry of Power (hereinafter MoP order),.

Date:

We declare as under:

That we 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 **PPP-MII order**),

That the information furnished hereinafter is correct to the best of my knowledge and belief and we undertake to produce relevant records before the procuring entity or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for "**Design, Engineering, Procurement, Supply, Erection, Testing and Commissioning of 220kV LINE BAYS-02NOS (GIS) along with associated works including GIS Building and EOT Crane**".

That the local content for all inputs which constitute the said goods/services/works has been verified by us and we are 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 us for "**Design, Engineering, Procurement, Supply, Erection, Testing and Commissioning of 220kV LINE BAYS-02NOS (GIS) along with associated works including GIS Building and EOT Crane**". is percent (%).

That the goods/services/works supplied by us for "**Design, Engineering, Procurement, Supply, Erection, Testing and Commissioning of 220kV LINE BAYS-02NOS (GIS) along with associated works including GIS Building and EOT Crane**". meet the 'Local Content' requirement as defined in the PPP-MII order and MoP order for 'Class -I local supplier'.

That the value addition for the purpose of meeting the 'Local Content' has been made by us 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.

For and on behalf of.....

Authorized Signatory

(Name of Bidder)

Format-L

Design, Engineering, Procurement, Supply, Erection, Testing and Commissioning of 220kV LINE BAYS-02NOS (GIS) along with associated works including GIS Building and EOT Crane

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)

Bidder's Name and Address:

Name:.....

Address:.....

To:

Mumbai Urja Marg Limited

DLF Cyber Park, Tower-B, 9th Floor

Udyog Vihar Phase -III, Sector-20

Gurgram-122008, Haryan, India

Dear Sir,

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

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

We certify that we, the bidder and/or our subcontractor/sub vendor is/are not from such a country or, if from such a country, has been registered as per provisions of the Bidding Documents with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered.

Date:

Printed Name:

**VOLUME 1:
SECTION VI:
GENERAL CONDITIONS OF
CONTRACT**

**GENERAL TERMS & CONDITIONS
(Capex Supply)**

FOR

MUMBAI URJA MARG LIMITED
(wholly subsidiary of Sterlite Grid 32 Ltd)

Note: - Wherever 'Sterlite Grid 32 Ltd' has written, please read as "MUMML".

GENERAL TERMS & CONDITIONS

The general terms and conditions shall be an integral part of the Contract (as hereinafter defined) executed between (i) Sterlite Grid 32 Limited (“**Sterlite**” or “**SGL32**”) and (ii) [•] (“**Contractor**”).

By signing the Contract, Sterlite and the Contractor (hereinafter, collectively referred to as the “**Parties**”, and individually as the “**Party**”), agree to the terms and conditions set out herein (hereinafter are referred to as the “**General Terms & Conditions**” or “**GTC**”) as may be amended by Special Terms & Conditions (“**STC**”) to the Contract.

Article 1: Definitions and Interpretation

1.1 Definition

The words and expressions beginning with capital letters and defined in this GTC shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and words and expression beginning with capital letters used herein in this GTC but not defined shall have the same meaning as ascribed to such terms in the Contract or the STC, as the case may be;

“**Affected Party**” shall have the meaning as set out in Article 18.4;

“**Contract Documents**” shall mean collectively the Contract, STC and the GTC entered between Parties;

“**Applicable Permits**” shall mean all Applicable Clearances and the Contractor’s Permits;

“**Applicable Clearances**” shall have the meaning as set out in STC;

“**Applicable Law**” shall mean all laws, brought into force and effect by GoI or the relevant State Government including rules, regulations and notifications made thereunder, binding judgments, decrees, injunctions, writs and orders of any court of record, tribunal or quasi-judicial body and instructions, decisions and directions of any governmental body or administrative authority, rules of any recognized stock exchange, as applicable to the Contract Documents and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of the Contract Documents, as amended, replaced, re-enacted or restated from time to time in India;

“**Arbitration Act**” shall have the meaning as set out in Article 22.1.2;

“**Authorised Representatives**” shall have the meaning as set out in Article 6.5.1;

“**Bank Guarantee(s)**” shall have the meaning as set out in Article 5.1;

“**Code**” shall have the meaning as set out in Article 6.5.2(a);

“**Confidential Information**” shall have the meaning as set out in Article 16.1;

“**Contract**” shall mean the contract signed and executed between the Parties recording the specific Supplies or Supply and other commercial understandings between the Parties with regards to the Supplies or Supply;

“**Contractor**” shall have the meaning as ascribed to it in the Contract;

“**Contractor’s Permits**” shall mean all the approvals, permits and licenses that are required to be maintained by the Contractor for the due performance of the Contract Documents;

“**Contractor’s Representative**” shall have the meaning as set out in Article 9.3.1;

“**Completion Schedule**” shall have the meaning as set out in Article 3.3;

“**Contractor’s Equipment**” shall have the meaning as set out in STC;

“**Day**” means any day on which banks are open for business in Gurugram, Haryana;

“**Defects**” shall have the meaning as set out in Article 14.1.1;

“**Defects Liability Period**” shall have the meaning as set out in Article 14.2.1;

“**Dispute**” shall have the meaning as set out in Article 22.1.3;

“**Disputed Invoice**” shall have the meaning as set out in Article 4.3;

“**Effective Date**” shall have the meaning as set out in Article 3.1;

“**FCPA**” shall have the meaning as set out in Article 6.5.1.

“**Force Majeure**” shall have the meaning as set out in Article 18.2;

“**General Terms & Conditions**” or “**GTC**” shall have the meaning as ascribed to it in the recitals;

“**Good Industry Practice(s)**” means those practices, methods, techniques, standards, as updated from time to time and the exercise of that degree of skill, diligence, efficiency and prudence that are generally accepted for use in the international industry, which would reasonably and ordinarily be expected from a skilled, prudent and experienced contractor applying the standards generally adopted by contractors in the transmission industry and executing Supplies required to be performed by the Contractor;

“**GoI**” shall mean Government of India;

"Intellectual Property" means any licenses, permissions or agreements from licensors of any materials, goods, processes, methods and systems incorporated or to be incorporated, proprietary information, patents, trademark rights, technology, utility model, design, know-how, trade secrets, data bases, industrial processes, source codes, copyrights (including rights in computer software) and any other intellectual or industrial property rights (whether registered or unregistered) subsisting or recognised under the Applicable Law or laws of any other applicable jurisdiction;

"IP Impairment" shall have the meaning as set out in Article 10.6.3;

"Latent Defects" shall have the meaning as ascribed to it in STC;

"Latent Defects Liability Period" shall have the meaning as set out in Article 14.5.1;

"Lien" means any mortgage, lien, pledge, claim, charge, lease, easement, security interest or encumbrance of any kind;

"Liquidated Damages" shall have the meaning as set out in Article 15.2;

"Master Drawing List" shall have the meaning as ascribed to it in STC;

"Operational Acceptance" shall have the meaning as set out in Contract and/or STC;

"Contract Value" shall have the meaning as set out in Article 4.1;

"Other Contractors" means the contractors other than the Contractor, who have been engaged by Sterlite to execute works other than the Supplies and shall include their respective successors and permitted assigns;

"Owner" shall have the meaning as ascribed to it in STC;

"PCA" shall mean Prevention of Corruption Act, 1988 as set out further in Article 6.5.1;

"Project" shall have the meaning as ascribed to it in the STC;

"Project Documents" shall have the meaning as ascribed to it in STC;

"Risk Purchase" shall have the meaning as set out in Article 23.12.3;

"Rules" shall have the meaning as set out in Article 22.1.1;

"Site" shall have the meaning as set out in the STC;

"Special Terms and Condition" or **"STC"** shall mean any other additional terms and conditions that may be issued by Sterlite and agreed thereof by the Contractor, which will effectively amend the terms of this GTC to that extent;

“State Government” shall mean the state government(s) as set out in the STC;

“Sterlite's Personnel” means each individual and the collective group of Sterlite’s employees, Other Contractors, licensees, invitees, advisors, agents, officers and representatives, who are provided and/or utilized by Sterlite for the performance of its obligations under the Contract Documents and any other personnel notified to the Contractor by Sterlite as Sterlite’s personnel.

“Sterlite’s Representative” shall have the meaning as set out in Article 9.1;

“Sterlite Supplied Materials” shall have the meaning as ascribed to it in STC;

“Supplies” or **“Supply”** shall have the meaning as set out in Article 2.1;

“Term” shall have the meaning as set out in Article 3.2;

“TSA” shall have the meaning as ascribed to it in STC;

“Supplies Plan” shall have the meaning as set out in 6.1.8; and

“Year” means 365 calendar days.

1.2 Interpretation

1.2.1 In the Contract Documents, except where the context requires otherwise;

- (a) the singular includes the plural and vice versa, and in particular (but without limiting the generality of the foregoing) any word or expression defined in the singular has the corresponding meaning used in the plural and vice versa;
- (b) a reference to any gender includes the other gender;
- (c) a reference to an article, clause, sub-clause, paragraph, sub-paragraph, schedule is a reference to an article, clause, sub-clause, paragraph, sub-paragraph, schedule of the Contract Documents;
- (d) a reference to any agreement is a reference to that agreement and all exhibits, schedules, appendices and the like incorporated therein, as the same is amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended from time to time;
- (e) a reference to statutes shall be construed as including all statutory provisions consolidating, amending, modifying, supplementing or replacing the statute referred to;
- (f) the terms include, including and among other things shall be deemed to be followed by the words “without limitation” or “but not limited to”, whether or not so followed;

- (g) any reference to a person or entity shall include such person's and such entity's successors and permitted assigns, and shall include all natural persons, corporations, companies, and partnerships and other legal entities;
- (h) a reference to writing includes printing, typing, lithography and other means of reproducing words in a visible form; and
- (i) Any word or expression used in the Contract Documents shall, unless otherwise defined or construed in the Contract Documents, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 Priority of documents

- 1.3.1 The documents forming the Contract Documents are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be as set out in the STC.
- 1.3.2 In the event of different provisions imposing different standards of performance, the highest or best standards (as applicable) will prevail.
- 1.3.3 In the event of any inconsistency within the documents forming the Contract Documents which cannot be resolved by applying Articles 1.3.1 and 1.3.2, the Party discovering it shall promptly notify the other Party. The Parties shall review and resolve the inconsistency. The Contractor shall comply with the instruction of Sterlite issued under this Article without, by reason of such compliance, becoming entitled to any extension of time, adjustment to the Contract Value or other relief.

Article 2: Supplies

- 2.1 Sterlite is engaging the Contractor to provide the supplies described in detail in the Contract /STC (the “**Supplies**” or the “**Supply**”) in accordance with the terms of the Contract Documents and the Applicable Laws.
- 2.2 The Supplies must be performed by the Contractor, strictly in accordance with the Contract and other commercial understandings between the Parties with regards to the Supplies provided in the Contract Documents, to the satisfaction of Sterlite.
- 2.3 Except as otherwise expressly provided in the Contract Documents, the Contractor agrees and acknowledges that it shall perform all of its obligations and responsibilities under the Contract Documents at its own risk, cost and expense.

Article 3: Effective Date, Term and Completion Schedule

3.1 Effective Date

The Contract Documents shall become effective on the date as set out in the STC ("**Effective Date**").

3.2 Term

The Contract Documents shall be valid for a period as set out in the Contract ("**Term**"). The Contractor agrees and acknowledges that time is of the essence of the Contract Documents.

3.3 Completion Schedule

3.3.1 The Contractor shall commence the Supplies, immediately from the Effective Date in accordance with the terms and conditions of the Contract Documents. The Contractor agrees and undertakes to perform all its obligation under the Contract Documents, before the completion date and in accordance with the completion schedule prescribed by Sterlite. ("**Completion Schedule**") as Appendix [•] to the Contract.

3.3.2 The Contractor agrees and acknowledges that in the event the Contractor fails to perform the Supplies, for the reasons solely attributable to the Contractor and there is a delay in achieving the completion date, Sterlite shall levy Liquidated Damages in accordance with the terms of the Contract Documents as set out in Article 15 hereunder.

Article 4: Contract Value and Payment Terms

4.1 Contract Value

4.1.1 In consideration for the Contractor performing its obligations in relation to the Supplies, Sterlite shall pay to the Contractor a lump sum amount inclusive of all taxes ("**Contract Value**"), as per the performance milestones in accordance with the payment schedule stated in Contract or STC, as the case may be.

4.1.2 The Contractor is deemed to have satisfied itself of the correctness and sufficiency of the Contract Value which shall include all taxes as on the Effective Date. Except as expressly provided in the Contract Documents, the Contract Value covers all of the Contractor's Supplies under or in connection with the Contract Documents.

4.1.3 The Contract Value shall be the full and complete payment for satisfactory discharge of the Contractor's performance of its obligations under the Contract Documents and except as otherwise provided, includes all costs necessary for performance of the Supplies.

4.2 Invoicing and Payment

- 4.2.1 The Parties agree that Sterlite will pay the Contract Value as consideration to the Contractor for the Supplies in accordance with the terms of the Contract Documents and Applicable Laws. The manner of calculation and payment of the Contract Value and taxes incurred in connection with the Supplies are described in the Contract.
- 4.2.2 The Contractor shall issue and send to Sterlite an invoice, together with all the supporting documents for payment of the price for the Supplies or any part thereof, on the milestones dates provided in the Contract. The Contractor shall raise invoice(s) on Sterlite, as per instructions provided by Sterlite. The Contractor shall at all times ensure that the invoices are raised in accordance with the provisions of the Contract Documents.
- 4.2.3 Sterlite will pay the invoices raised by the Contractor within a period as specified in STC/ Contract, subject to such invoices being correct, undisputed and duly accepted by Sterlite.
- 4.2.4 The invoices to Sterlite shall be sent to the address set out in the Contract. The Contractor must ensure that all invoices for Supplies or any part thereof performed are submitted to Sterlite within a period as specified in Contract.

4.3 Disputed Invoice(s)

- 4.3.1 The invoice(s) shall contain all the requisite details under Applicable Laws, as per Sterlite's instruction. All invoices shall be duly signed. In the event there is any discrepancy in the invoice provided by the Contractor, Sterlite shall inform the Contractor of such discrepancy in the invoice within 7 (seven) Days of the receipt of the invoice and such invoices shall be treated as disputed invoice ("**Disputed Invoice**").
- 4.3.2 The Parties shall co-operate in good faith and take all the necessary initiative to settle any Disputed Invoices within 30 (thirty) Days from receipt of information about the Disputed Invoice.

Article 5: Bank Guarantees

- 5.1 In order to ensure and guarantee the due performance of its obligations and execution of the Supplies to the satisfaction of Sterlite, the Contractor shall submit irrevocable and unconditional bank guarantee(s) as acceptable to Sterlite for amount(s) as set out in the STC ("**Bank Guarantee(s)**").
- 5.2 The Bank Guarantee(s) shall be issued from any public sector bank or private bank in a format provided by Sterlite. The Contractor shall keep the Bank Guarantee(s) valid and enforceable for the period as may be prescribed by Sterlite.
- 5.3 The Bank Guarantee(s) shall be submitted by the Contractor in accordance with the STC. The Contractor shall ensure that it shall at all times maintain the said Bank Guarantee(s) at its own cost and expense.

5.4 The Contractor acknowledges and accepts that the submission of the aforementioned Bank Guarantee(s) are an integral part of the Contract Documents and any delay on this account shall lead to the material breach of the Contract Documents. Sterlite shall be entitled to take appropriate actions available to Sterlite under the Contract Documents including termination of the Contract Documents at the risk and cost of the Contractor, or as per the Applicable Law.

Article 6: Obligations of the Contractor

6.1 General

6.1.1 In addition to other specific obligations set out elsewhere in the Contract Documents, the Contractor shall at all times be responsible for the performance of the obligations set out in this Article 6.

6.1.2 Without prejudice to the provisions contained herein in the Contract Documents, prior to the completion of Supplies, the Contractor shall satisfy itself regarding Sterlite's requirements including design criteria and calculations, if any.

6.1.3 The Contractor takes full responsibility for the adequacy, stability and safety of the operations carried out at the Site.

6.1.4 The Contractor shall perform all its responsibilities in relation to the Supplies under the Contract Documents in accordance with responsibilities as set out in the Contract Documents.

6.1.5 The Contractor shall submit to Sterlite, on a quarterly basis, cash-flow statement, fortnightly stock statement pertaining to supply progress in the specific month along with supply report.

6.1.6 The Contractor shall perform all its responsibilities only in relation to Supplies under this Contract in accordance with responsibilities as set out in the Contract Documents and generally captured in corresponding applicable articles except the scope which is specifically excluded from the Contract Documents.

6.1.7 The Contractor shall deploy all necessary tools & tackles required for executing the Supplies.

6.1.8 The Contractor shall submit following documents within the timeframe as prescribed in the STC:

- (a) execution plan to Sterlite, outlining the organization structure, time plan and methodology for executing the Supplies ("**Supplies Plan**"), as well as its knowledge of procedure and prevailing conditions in India in relation to completion of the Supplies;
- (b) detail bar (GANTT) chart of the Supplies outlining each activity (taking longer than one month)/ linkage as well as duration-

- (c) chart showing the proposed organization network to be established by the Contractor for the performing the obligations under the Contract Documents. The chart should include the identities of the key personnel together with the curriculum vitae of such key personnel. The Contractor shall promptly inform Sterlite of any revision or alteration of such an organization chart;

6.1.9 The Contractor shall monitor progress of all the activities and submit a supply report to Sterlite every month. The supply report shall be in a form acceptable to Sterlite and shall also indicate:

- (a) percentage completion achieved compared with planned percentage completion for each activity; and
- (b) where any activity is behind the schedule, giving comments and likely consequences and stating corrective action being taken;

If at any time the Contractor's actual supply falls behind the Completion Schedule, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of Sterlite, prepare and submit the revised schedule, taking into account the prevailing circumstances, and shall notify Sterlite of the steps being taken to expedite supply so as to attain agreed milestones/ completion within the completion date.

6.1.10 Upon Completion of the Supplies or any milestone prescribed in Contract, the Contractor shall, in respect of such Supplies or any milestone prescribed in Contract:

- (a) hand over all documents related to the Supplies or any milestone prescribed in Contract, including but not limited to as-built drawings (in both hard and soft copies), field inspection reports to Sterlite;
- (b) hand over copies of all the relevant documents, relating to Applicable Clearances and insurances obtained by the Contractor as required under the Contract Documents;
- (c) with the prior written permission of Sterlite, clear all portions of the Site(s) of all of the Contractor's Equipment, wreckage, rubbish, temporary works; and
- (d) ensure that Operational Acceptance is successfully completed and acceptance in writing of the same is obtained from Sterlite based on the fulfilment of all criteria in this regard to the satisfaction of Sterlite provided such written approval is given within a period of 15(fifteen) Days from the written request from the Contractor or revert for further requirements.

6.1.11 The Contractor shall assume the risk of the Supplies and full responsibility for the cost of replacing or repairing any damage to the Supplies or any part thereof during the Term subject to reasons attributable to the Contractor only.

6.1.12 The Contractor shall submit, upon a written request made by Sterlite, any other document/ report/certificate/ opinion as may be required by Sterlite, from time to time.

6.2 Transfer of title and risk

- 6.2.1 Unless otherwise prescribed by Sterlite in STC, the transfer of title in relation to parts of supply under Supplies, shall stand transferred once such Supplies or any part thereof is inspected and accepted by Sterlite at the designated delivery point as may be informed by Sterlite.
- 6.2.2 Subject to Article 12 and Article 14, risk with respect to the Supplies or any part thereof shall automatically transfer once the title to such Supplies or any part thereof is transferred to Sterlite and/or is completed in accordance with the provisions of the Contract Documents.

6.3 Statutory Requirements

- 6.3.1 The Contractor shall in its performance of the Contract Documents and carrying out of the Supplies comply with all Applicable Law. The Contractor shall indemnify upon demand and hold harmless Sterlite, Sterlite's affiliates and their respective directors, officers, employees and agents against and from any losses, claims and liabilities of whatever nature, due to any omission, non-compliance of the statutory requirement including any governmental penalties and sanctions payable to a government authority, along with any legal expenses incurred in connection therewith, to the extent attributable to the Contractor, any of its sub-contractor/suppliers or their respective agents or employees to comply with Applicable Law, in the performance of the Contract Documents.
- 6.3.2 The Contractor shall at its cost, in a timely manner, so as to not delay the completion of Supplies and in any event before the time required by Applicable Law, obtain all Applicable Permits required for the completion of Supplies.
- 6.3.3 The Contractor shall, annually, give a declaration in writing to Sterlite, stating that it has been and shall remain compliant with the applicable statutory requirements as required by Applicable Law. The format of such declaration shall be provided by Sterlite.

6.4 Other Contractors

- 6.4.1 Sterlite reserves the right to execute contracts with Other Contractors to carry out tasks, work or services which relate to the Project. The Contractor shall not have any right to oppose any contractual arrangement or otherwise in relation to carrying out tasks, work or services which relate to the Project with Other Contractors. The Contractor shall co-operate with the Other Contractors and Sterlite's Representative and shall provide them such information pertaining to Supplies and the Contractor's obligations under the Contract Documents as Sterlite may require. However, all such information shall be provided only by Sterlite's Representative through written instructions.
- 6.4.2 In the Contractor's planning of the Supplies, it shall account for the activities of the Other Contractors. Sterlite shall provide the Contractor with information on the activities of the Other Contractors on a regular basis.

6.4.3 The Contractor shall also coordinate and cooperate with Sterlite in respect of overall interface, coordination and harmony with the Other Contractors. The Contractor shall so arrange and schedule its Supplies so that all Other Contractors are able to complete their work on a timely basis and in accordance with the terms of the Contract Documents.

6.5 Compliance with Anti – Bribery Laws:

6.5.1 ANTI-BRIBERY AND ANTI-CORRUPTION COMPLIANCE POLICY

I. Introduction

Contractor is committed to conducting all aspects of its business in keeping with the highest legal and ethical standards and expects all employees and other persons acting on its behalf to uphold this commitment. In accordance with this commitment, the Contractor has adopted this Anti- Corruption Compliance Policy (the “**Policy**”), which is applicable to all directors, officers, employees, of the Contractor (collectively “**Contractor Personnel**”).

II. Our Policy

a. Bribery

The Contractor prohibits anyone acting on behalf of the Contractor, directly or indirectly, from making or receiving improper payments. Improper payments mean receiving or paying bribes or giving, offering, or promising to give money or anything else of value to any person, including any Government Official, in order to improperly influence any act or decision of a person, or to otherwise gain an improper benefit for the Contractor.

The Contractor is also committed to uphold anti bribery law like Prevention of Corruption Act, 1988 for India, and/ or any other applicable anti-corruption law of the countries where Sterlite operate.

Under this Policy, Contractor Personnel are not permitted to give or offer or promise anything of value, directly or indirectly, to any Government Official or any commercial party for the purpose of improperly obtaining or retaining a business advantage. Every Contractor Personnel working for the Contractor should stay away from such illicit acts.

Contractor Personnel may, of course, exercise their personal right to make charitable donations from their own resources. The Contractor encourages the Contractor Personnel (on a voluntary basis) to disclose the details of such donations/contributions which could enable the Contractor to identify connections between the Contractor and various political entities that could result in a conflict of interest.

For the purposes of this Policy:

“**Bribery**” is the offer, promise, giving, demanding or acceptance of an advantage as an inducement for an action which is illegal, unethical or a breach of trust.

“**Government Official**” may include, but is not limited to, any officer or employee of a government, a member of a political party, a candidate for a political office, any government department or agency thereof, or any official or employee of a state-owned business enterprise.

b. Political Contribution and Charitable Donations

Contractor’s funds or assets must not be used for, or be contributed to, political campaigns or political practices under any circumstances without the prior written approval of the Contractor’s board of directors (“**Board**”).

The Contractor prohibits any of its Contractor Personnel from offering, promising or giving any financial or other advantage by using Contractor’s assets or funds to bring about the improper performance by another person of a relevant function or activity.

Political contribution should be made in compliance of the applicable law and with the prior approval of the chief executive officer, or any such person appointed by them. In certain instances where there is heightened risk of corruption, the chief executive officer, or any such person appointed by them may require diligence to be conducted.

For the purpose of this Policy, “**political contribution**” means any contribution or charitable donation made either in the form of cash or non-cash contributions utilizing the assets or funds of the Contractor and shall include advertising in political program booklets, use of the Contractor’s facilities, paid

employee activity, employee contributions reimbursed through expense accounts, and similar donations in kind.

c. Gift and Travel

The cardinal principle would be that gifts should not be given or received either to obtain favors or preferential treatment or in return for favors or preferential treatment. For the purpose of this Policy, gifts include but are not limited to meals; lodging; loans; cash; gratuity; favour; entertainment; fee; commission; favourable terms or discounts on any product or service; services; equipment; prizes; products; transportation; use of vehicles, vacation, or other facilities; stocks or other securities; home improvements; tickets; gift certificates; gift cards; discount cards; memberships; employment or consulting relationships or services; or any other form of compensation or benefit.

The Contractor and its Contractor Personnel shall neither receive nor make, directly or indirectly, any illegal payments, remuneration, gifts, donations or comparable benefits that are intended to, or perceived to obtain business or uncompetitive favors for the conduct of its business. When accepting gifts, the value shall not exceed our acceptable limit of USD 100 in India. Each country will prescribe its own local currency limit, but in no event, this should exceed USD 100. Any exception should be reviewed and approved by chief executive officer of the business prior to accepting gifts over the acceptable limit.

The Contractor Personnel and the consultants, contractors, and/or service providers (“**Intermediaries**”) (with whom the Contractor interacts with) should make every effort to humbly refuse or return gifts exceeding the acceptable value above and are encouraged to provide a declaration to authorized personnel. While the Contractor has zero tolerance for violations of this Policy, the Contractor acknowledges its inability to control the actions of the Intermediaries. Therefore, if an Intermediary is convicted of violating the provisions of this Policy and/or applicable laws, then a designated compliance officer may have the right to decide to terminate relationships with such Intermediaries (subject to the terms of contract with such Intermediary) or follow such other procedure prescribed by the Board.

d. Interaction with Government Official

The Contractor encourages transparency in all interactions with Government Officials and accordingly requires all Contractor Personnel to accurately record and disclose all interactions, meetings, gifts, or benefits provided or received.

The Contractor prohibits direct and indirect payments made through an Intermediary including giving any undue advantage or anything of value to an Intermediary), in each case with the knowledge that such value or advantage will be given to a Government Official for an illegal purpose.

e. Recordkeeping and Internal Controls

This Policy requires that all expenditures made by the Contractor pursuant to this Policy are accurately reflected in the Contractor's financial records and that all payments made with Contractor funds, or on behalf of the Contractor, have been properly authorized in accordance with applicable laws. The Contractor Personnel should use reasonable efforts to ensure that all transactions, dispositions, and payments involving Contractor funds or assets are properly and accurately recorded in the Contractor's financial records, regardless of value.

f. Compliance by Contractor Personnel and Intermediaries and Training

As part of the Contractor's ongoing commitment to anti-corruption compliance, all Contractor Personnel must receive and review a copy of this Policy. The Contractor may require the Contractor Personnel to certify, from time to time, in writing that they (1) have reviewed the Policy; (2) agree to abide by the Policy; and (3) agree to report any potential violations of the Policy to the Chief Executive Officer, or any such person appointed by them.

The Contractor Personnel shall deliver a copy of this Policy to all the Intermediaries with whom the Contractor interacts with. While the Contractor cannot control the actions of the Intermediaries, it shall endeavour to ensure such Intermediaries, fully understand and follow the Policy in their activities while acting on behalf or rendering services to the Contractor.

In addition, the Contractor may offer quarterly in-house anti-corruption compliance training programs to educate Contractor Personnel and Intermediaries representing the Contractor before any Governmental Official about the requirements and obligations of anti-corruption laws and this Policy including the importance of maintaining professional behavior during all engagements with government representatives. While the Contractor encourages all Contractor Personnel and Intermediaries to participate in such training, it cannot specifically require the Intermediaries to mandatorily attend such training. Having said that, the Contractor shall undertake efforts to request the Intermediaries to attend the trainings undertaken by the Contractor.

III. Consequences of Non-Compliance

The Contractor will undertake an investigation to determine whether there has been a violation of the Policy or not. If it is found that any Contractor Personnel has violated this Policy including actively concealing evidence of bribery or corruption (willful blindness), he or she may be subject to disciplinary action, up to and including termination (depending upon the nature of the violation of the Policy).

IV. Exceptions

All exceptions to this Policy must be approved by the chief executive officer, or the chief human resource officer only.

6.5.2 The Contractor also hereby represents and warrants to Sterlite that it:

- (a) will comply in full with Sterlite's Code of Business Ethics & Compliance ("**Code**") in connection with its obligations under the Contract Documents and shall ensure that its Authorised Representatives during government interactions would comply with Code.

Provided, it is clarified that, in the event of any inconsistency between the Code and the provisions of the Contract Documents and in particular Article 6.5, the provisions of the Code, shall prevail and shall specifically override the Contract Documents;

- (b) it will carry on its obligations under the Contract Documents with honesty and integrity;
- (c) will not use its business connections with any official which will result in an illegal business advantage; and
- (d) has not been the subject of any material litigation, or enforcement action, involving fraud or bribery, or substantially similar gross misconduct.

6.6 Liens

6.6.1 The Contractor shall not file, claim or register any Lien and shall prevent any Lien from being filed, claimed or registered by any subcontractor/ supplier or by any employee, servant or agent of the Contractor or subcontractor/supplier against the Supplies or any part thereof supplied under the Contract Documents and shall ensure that all subcontracts contain undertakings to the like effect.

6.7 Design and Engineering

6.7.1 The Contractor shall execute the basic and detailed design and engineering work in compliance with the provisions of the Contract Documents, or where not so specified, in accordance with good engineering practice. The Contractor shall be responsible for any discrepancies, errors or omissions in

the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by Sterlite or not.

6.7.2 Wherever references are made in the Contract Documents to codes and standards in accordance with which the Contract Documents shall be executed, the edition or the revised version of such codes and standards current at the date 7 (seven) Days prior to date of final offer from the Contractor shall apply unless otherwise specified. During the Contract Documents execution, any changes in such codes and standards shall be applied after approval by Sterlite.

6.7.3 The Contractor shall prepare and furnish to Sterlite the documents as per the Master Drawing List approved by Sterlite for its approval/ review. Any part of the Supplies covered by and/ or related to the documents in the Master Drawing List shall be executed only after Sterlite's written approval.

6.7.4 Sterlite's approval, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract Documents. The Contractor shall not depart from any approved document unless the Contractor has first submitted to Sterlite an amended document and obtained Sterlite's written approval thereof.

6.8 Notice of Violation

The Contractor shall immediately notify Sterlite of any violation or any act or failure to act that could in the reasonable belief of the Contractor be construed as a violation of the Contract Documents or requirements of Anti-Bribery Laws by the Contractor or any of its Authorised Representatives. However, such notification shall not absolve the Contractor from any obligation under the Contract Documents.

6.9 Compliance and Audit Right

The Contractor shall ensure compliance of the Contract Documents including the compliance with Anti-Bribery Laws for 2 (two) Year from the expiration or termination of the Contract Documents. The Contractor shall:

- (a) keep and maintain accurate and systematic accounts and records in respect of performance of its obligation under the Contract Documents, in accordance with generally accepted accounting principles of India; and
- (b) permit Sterlite or its designated representative to inspect the same and make copies as well as to have them audited by auditors appointed by Sterlite.

Article 7: Obligations of Sterlite

7.1 In addition to the specific obligation, if any, as set out in the STC, Sterlite agrees and undertakes to perform the following:

- 7.1.1 Appoint Sterlite's Representative to communicate with the Contractor;
- 7.1.2 Make timely payments to the Contractor for the performance of its obligations as outlined in the Contract Documents.
- 7.1.3 Sterlite shall upon the request of the Contractor, provide all reasonable assistance, at the risk of the Contractor, in applying for and obtaining such permits, licenses or approvals as requested by Sterlite. Sterlite shall reimburse the costs (at actuals only) incurred by the Contractor in obtaining such permit, licenses or approvals.

Notwithstanding anything in the Contract Documents, the Contractor agrees and undertakes to indemnify Sterlite against any liability, claims, damages arising out of the deficiency in such permit, licenses or approvals.

Article 8: Representation and Warranties

8.1 General

Each Party hereby makes the following representation and warranty to the other Party, each of which is true and correct as on the Effective Date, which representations and warranties shall continue to be true and correct throughout the Term of the Contract Documents that:

- (a) that each Party is duly incorporated, validly existing and in good standing under the Applicable Laws, and that each Party has the requisite power and authority to carry on business as is currently being conducted and to perform all obligations under the Contract Documents;
- (b) that each Party is permitted by their respective organizational or charter documents, to enter into the Contract Documents, and is not otherwise restrained, prevented, or inhibited from entering into the Contract Documents or from undertaking the obligations herein contained;
- (c) that each Party's signatory to the Contract Documents is duly authorized to execute the same in a manner binding upon it and that all corporate approvals and procedures necessary for entering into the Contract Documents and vesting the authority in such signatory have been duly obtained and complied with;
- (d) that each Party shall, throughout the validity of the Contract Documents, obtain and maintain all licenses, permits, or permissions required to be taken by it under Applicable Laws, to perform its obligations hereunder.
- (e) there is no action, suit or proceeding pending or (to best of its knowledge) threatened against it before any court or administrative body or arbitral tribunal that could reasonably be expected to

adversely affect the ability of such Party to perform its obligations hereunder other than those notified to Sterlite in writing by the Contractor.

8.2 Contractor's Additional Covenants

The Contractor hereby represents and warrants to Sterlite that:

- (a) It has or will be the holder of all Applicable Permits required to allow it to operate or conduct its business as contemplated hereby;
- (b) The Contractor, and its sub-contractors/ supplier have the requisite skill, experience, expertise, capacity, capability, licenses, permits and authorizations for performance of its obligation in relation to Supplies and to satisfy and fulfil all their respective obligations and responsibilities under the Contract Documents;
- (c) It has satisfied itself as to the correctness and sufficiency of the Contract Value, which shall, except as otherwise provided for in the Contract Documents, cover all its obligations under the Contract Documents.
- (d) All procedures required to be followed by the Contractor hereunder for performance of its obligation in relation to the Supplies shall be done in accordance with:
 - (i) Good Industry Practices and the technical specifications;
 - (ii) All Applicable Laws; and
 - (iii) Terms and conditions of the Contract Documents.
- (e) The Contractor represents that all documents including invoices, billings, waivers, certifications, releases, and reports submitted by the Contractor to Sterlite, vendor/sub-contractors/ supplier or government authority in accordance with the Contract Documents shall, truly reflect the facts about the activities and transactions to which they pertain and contain no material misstatements or omissions. The Contractor further represents that all of such documents and reports are complete and accurate and understands that Sterlite and other recipients will rely on those documents and reports as such. Acceptance of such reports and documents does not constitute the agreement of Sterlite with their contents.
- (f) The Contractor represents that it has obtained all information required for the performance of Supplies. The Contractor represents that it has carefully examined all documents, technical specifications and such other matters as may be necessary for performing Supplies or any part thereof to its entire satisfaction.
- (g) The Contractor acknowledges that it had forwarded all doubt(s) as to the meaning of any portion of the Contract Documents before executing the Contract Documents and submitted them to Sterlite in writing and such doubt had been removed. Once executed, the Contractor

shall not be entitled to raise any doubt in relation to the Contract Documents, the Supplies, the Technical Specifications or any other issue in relation to the Contract Documents. The Contractor shall not, except as expressly provided in the Contract Documents, be entitled to any extension to completion of Supplies or to any adjustment of the Contract Value on grounds of misinterpretation or misunderstanding of any such matter.

- (h) The Contractor represents that it is fully informed of all Applicable Laws that may have an effect on the performance of its obligation in relation to Supplies. The Contractor cannot claim a variation, an extension of time as a result of local conditions, factors or legislations, except as otherwise provided in the Contract Documents.
- (i) The Contractor represents that it has examined the conditions of the Site and has obtained for itself, on its own responsibility, all information as may be necessary for completion of Supplies including all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the Contract Value and its obligations under the Contract Documents and shall not be entitled to any adjustment of the Contract Value or Supplies due to the conditions of Site, except as expressly provided in the Contract Documents.

Article 9: Representatives

9.1 Appointment of Sterlite's Representative

Sterlite shall within 14 (fourteen) Days from the date set out in STC, appoint and notify the Contractor in writing of the appointment and identity of Sterlite's representative ("**Sterlite's Representative**") and shall notify the Contractor within 14 (fourteen) Days of its replacement, if any, from time to time.

9.2 Duties and Authorities of Sterlite's Representative

- 9.2.1 Sterlite's Representative shall carry out the duties as specified in the Contract Documents but shall have no authority to amend the Contract Documents.
- 9.2.2 Sterlite's Representative may exercise the authority specified in, or necessarily to be implied from the Contract Documents (except for aspects relating to financial, legal and commercial). Any requisite approval shall be deemed to have been given by Sterlite for any such authority exercised by Sterlite's Representative.
- 9.2.3 Sterlite's Representative shall have no authority to relieve the Contractor of any of its duties, obligations, or responsibilities under the Contract Documents. Any proposal, inspection, examination, testing, consent, approval or disapproval or similar act by Sterlite's Representative shall not relieve the Contractor from overall responsibility under the Contract Documents.
- 9.2.4 Sterlite's Representative shall oversee the performance of the Contractor's obligation under the Contract Documents.

9.3 Contractor's Representative

9.3.1 No later than seven 7 (seven) Business Days from the date set out in STC, the Contractor shall notify Sterlite in writing of the appointment and identity of the Contractor's representative , along with the director's certificate/ power of attorney authorising such person as the Contractor's representative ("**Contractor's Representative**").

9.3.2 Before notifying Sterlite regarding appointment and identity of the Contractor's Representative, the Contractor shall submit to Sterlite the profile of proposed candidate giving the details of their experience in handling similar kind of Supplies, for Sterlite's approval. The Contractor shall have no right to change the Contractor's Representative during the execution of the Contract Documents without the written consent of Sterlite and the new Contractor's Representative shall be appointed as per the procedure mentioned in this Article. The approval for appointment of such representative shall not relieve the Contractor from any obligations mentioned in the Contract Documents.

9.3.3 The Contractor's Representative has the authority to commit the Contractor to any course of action within the rights and obligations of the Contractor under the Contract Documents and, subject to any delegation of such authority, shall be responsible for issuing to and receiving from Sterlite all notices, information, instructions, certificates and decisions.

Provided that any delegation of authority by the Contractor's Representative shall be informed to Sterlite in writing along with the power of attorney / director's certificate.

9.3.4 The Contractor's Representative has no powers to amend the Contract Documents or grant waivers.

9.3.5 The Contractor may replace, with Sterlite's prior approval, the Contractor's Representative at any time and shall notify Sterlite of such change within 7 (seven) Business Days of such change.

Article 10. Intellectual Property Rights

10.1 Contractor to obtain all necessary rights

The Contractor shall, at its own cost, obtain and provide to Sterlite (where necessary in Sterlite's name), all necessary rights and licences to Intellectual Property, or any part thereof, used or to be used by or on behalf of the Contractor in performing its obligations under the Contract Documents.

10.2 Disclosure of Intellectual Property

Where the Intellectual Property is owned and supplied by a Party, such Party shall retain all rights therein with respect to the all contents of specifications, plans, drawings, technical descriptions, calculations, test results and other data, and information and documents concerning the Supplies. The

other Party undertakes not to disclose the same or divulge any information contained therein to any third parties without the prior consent of the Party which owns the Intellectual Property.

Notwithstanding anything contained hereinabove, the Contractor shall not, without prior consent of Sterlite, use Sterlite's name, logo or Intellectual Property.

10.3 Infringement of Rights

The Contractor shall ensure that any, drawings, models or other instructions supplied by it, shall not infringe any rights with respect to Intellectual Property of third parties. Should claims nevertheless be made against Sterlite in respect of Intellectual Property rights arising out of or in any way related to the performance of the Contract Documents by the Contractor, the Contractor shall keep Sterlite against whom such claim has been made, indemnified against the cost of such claims, including any legal costs in connection therewith.

The Contractor shall indemnify and hold Sterlite harmless against and from any claims alleging an infringement of Intellectual Property which is or was a result of any Supplies performed by the Contractor:

- (a) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract Documents or;
- (b) in conjunction with anything not performed by Sterlite, unless such use was disclosed to Sterlite prior to the Effective Date or is stated in the Contract Documents.

10.4 Ownership of Intellectual Property

10.4.1 Subject to the obligation of the respective employees of Sterlite and the Contractor to assign their interest in such Intellectual Property to the employing Party, the right, title, and interest in and to any such Intellectual Property shall be allocated as set forth below:

- (a) Sterlite shall own all Intellectual Property conceived or made during the Term of the Contract Documents solely by any Sterlite's employee(s);
- (b) Unless otherwise agreed between the Parties, the Contractor shall own all Intellectual Property conceived or made during the Term of the Contract Documents solely by any of the Contractor's employee(s).

10.5 Intellectual Property Warranty

The Contractor represents and warrants that:

- (a) it has all rights and licenses necessary to grant Sterlite the licenses to be granted in accordance with this Article 10;
- (b) any use of Intellectual Property developed or created by the Contractor, its affiliates or its sub-contractors/suppliers during the Term, by or on behalf of Sterlite, shall not infringe the intellectual property of any third party or Applicable Law; and
- (c) no royalties or other payments are due or payable by Sterlite to the Contractor or any other person in respect of any Intellectual Property developed or created by the Contractor, its affiliates or its sub-contractors/ suppliers during the Term.

10.6 Intellectual Property Indemnity

- 10.6.1 The Contractor shall indemnify and hold harmless Sterlite and Sterlite's Personnel against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which Sterlite may suffer as a result of any infringement or alleged infringement of any Intellectual Property registered or otherwise existing at the date of the Contract Documents by reason of: (a) the execution of the Supplies; or (b) any document, specification, or other material provided or designed by or on behalf of the Contractor.
- 10.6.2 The Contractor further indemnifies Sterlite from and against all claims, liability, loss, damage, costs and expenses arising out of any claim that the Intellectual Property or any use of the Intellectual Property by or on behalf of the Contractor which infringes the Intellectual Property of a third party.
- 10.6.3 Should any such claim or settlement arising from the Contractor's infringement of Intellectual Property, materially impair the Contractor's performance of its obligations under the Contract Documents or Sterlite's right to use the Supplies (either impairment an "**IP Impairment**"), the Contractor shall rectify such IP Impairment, at its own costs and at its option:
- (a) replace the infringing portion of the Supplies with a non-infringing part; or
 - (b) modify the infringing portion of the Supplies so that it ceases to be infringing; or
 - (c) secure for the benefit of Sterlite such licenses as may be required to obviate the need for replacement or modification of the Supplies.
- 10.6.4 If any proceedings are brought or any claim is made against Sterlite arising out of the matters referred to in this Article 10, Sterlite shall promptly provide the Contractor a notice thereof, and the Contractor shall, at its own expense and in Sterlite's name, conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify Sterlite within 28 (twenty-eight) Days or such lesser period as per the claim received by Sterlite, after receipt of such notice that it intends to conduct any such proceedings or claim, then Sterlite shall have the right to conduct the same on its own behalf. Unless the Contractor

has so failed to notify Sterlite within the 28 (twenty-eight) Days period, Sterlite shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

Sterlite shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in doing so.

Article 11: Insurance

11.1 Comprehensive insurance

Without limiting the Contractor's obligations and responsibilities elsewhere in the Contract Documents, the Contractor shall effect and maintain for the joint benefit and in the name of the Contractor and Sterlite, a comprehensive insurance policy which shall also include loss of or damage to the Supplies, for the purposes of discharging its obligations in relation to the Supplies.

Sterlite shall be the co-beneficiary of the policy along with the Contractor and shall reserve the exclusive right to assign the policy to (lenders/ third party). Notwithstanding anything contained, the Contractor agrees and acknowledges that it shall ensure that Sterlite/ its lenders (or a trustee acting on behalf of one or more Sterlite's lenders or otherwise) shall be the first loss payee in all insurances.

11.2 Insurance against accidents involving Sterlite/Contractor's personnel

The Contractor shall insure its liability under Applicable Laws during the currency of the Contract Documents that any persons are employed by it or by its sub-contractor(s)/ supplier(s) in connection with the performance of its obligation under or pursuant to the Contract Documents. The Contractor shall also effect and maintain insurance against accidents covering Sterlite's personnel.

11.3 Other Insurance

The Contractor shall at all material times keep in force the additional insurances in so far as they may be applicable, policies of motor insurance in respect of all mechanically propelled vehicles used on public highways or in any circumstances such as to be eligible for compulsory motor insurance in accordance with Applicable Laws.

11.4 Remedy on failure to insure

If the Contractor fails to effect and keep in force the insurances referred to in this Article 11, then in such case, Sterlite may effect and keep in force any such insurances and pay such premium(s) as may be necessary for that purpose and from time to time and deduct, the amount so paid from or to any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

11.5 Waiver of Subrogation

Wherever insurance is arranged under this Article 11 in the names of more than one person, the Party effecting such insurance shall procure from the insurer, a waiver of the subrogation rights of the insurer against the other persons in whose favour the insurance policy has been taken.

Article 12: Indemnity

12.1 Contractor's Indemnity

The Contractor shall be liable for and shall fully indemnify and defend harmless Sterlite or Sterlite's Personnel from and against any and all claims, losses liability, action, demand, judgment, loss, damage, costs and expenses including attorney fees, in respect of:

- (a) Any loss or damage to any property which arises out of or in consequence of performance of its obligation under the Contract Documents or any part thereof and remedying of any Defects therein;
- (b) failure of the Contractor or its sub-contractor/ supplier to comply with the Applicable Laws and applicable permits;
- (c) performance/ non-performance of its obligations by the Contractor or any of its subcontractor/ supplier;
- (d) any breach of the terms of the Contract Documents by the Contractor or its sub-contractor/ supplier; or
- (e) non-payment of taxes required to be made by the Contractor which it is obliged to pay in relation to its obligations under the Contract Documents and / or arising out of its failure to pay such taxes;

12.2 Notice of Proceedings

The Contractor shall promptly notify Sterlite of any claim, action, suit or proceeding in respect of which Sterlite is entitled to be indemnified under this Article 12. Such notice shall be given as soon as reasonably practicable after the Contractor becomes aware of such claim, action, suit or proceeding.

Article 13: Not used

Article 14: Warranty and Defects Liability

14.1 General

14.1.1 The Contractor shall be liable to remedy or compensate Sterlite for the remedy of any Defect, imperfection, deficiency or any other fault in the items/ works or the materials or all repairs and/ or replacement of any manufacturing, technical or other Defects or any default workmanship or any non-performance in the execution of the Supplies or breach in any obligations under the Contract Documents (collectively called "**Defects**") in accordance with this Article 14.

14.2 Defect Liability Period

14.2.1 The Defects Liability Period for Supplies shall be 24(twenty four) months from the date of acceptance by Sterlite of such Supplies or milestone described in Contract or any part of Supplies as may be prescribed by Sterlite ("**Defects Liability Period**").

14.2.2 If during the Defects Liability Period, any Defect is found, the Contractor shall promptly, in consultation and agreement with Sterlite regarding appropriate remedy of the Defects and at the cost of the Contractor, repair, replace or otherwise make good such Defect as well as any damage to any part of Supplies caused by such Defect and losses suffered by Sterlite thereby, and shall ensure that the Supplies is in accordance with the requirements of the Contract Documents.

14.2.3 Sterlite shall give the Contractor a notice stating the nature of any such Defect together with all available evidence thereof, promptly following the discovery of such Defect. Sterlite shall afford all reasonable opportunity for the Contractor to inspect any such Defect.

14.2.4 If the repair or making good of a Defect is of such a character that it may affect the efficiency of any part of Supplies, Sterlite may give to the Contractor a notice requiring test of such part of Supplies, whereupon the Contractor shall carry out such tests at its own risk and cost.

14.2.5 If such Defect fails the test, the Contractor shall remedy the Defect or carry out such replacement or make good (as the case may be) until that part of the material(s) passes such tests.

14.2.6 If the Contractor fails to commence the work necessary to remedy such Defect or any damage to the material(s) caused by such Defect within 14 (fourteen) Days of notifying such Defect by Sterlite, or if after having so commenced fails to remedy the Defect in the manner provided in this Article 14 to the satisfaction of Sterlite within a reasonable period of time, Sterlite may, following notice to the Contractor, proceed to carry out such work either by itself or through any other person at the risk and costs of the Contractor. In addition to its obligation to remedy Defects hereunder, the Contractor shall also be responsible for all costs incurred by Sterlite in connection with such Defects as costs of dismantling any Items, clearing it from the Site and returning such Items to the Contractor and such

costs shall be paid to Sterlite by the Contractor or may be deducted by Sterlite from any amount due to the Contractor or by enforcement of the Bank Guarantee(s).

14.2.7 If any part of the Supplies cannot be commercially used by reason of such Defect and/or failure in making good of such Defect, the Defects Liability Period of such part of Supplies shall be extended by a period equal to the period during which such part of Supplies cannot be used by Sterlite because of any of the aforesaid reasons. Upon rectification of the Defects in a part of Supplies by repair, such repaired part of Supplies shall have the Defects Liability Period extended by a period mentioned in this Article, from the time of such repair of such part of Supplies. Further, the relevant Bank Guarantee(s) shall also be extended for a value equivalent to 10% of the Contract Value of the concerned part of the Supplies till the expiry of the extended Defect Liability Period plus 3 (three) months additional claim period.

14.2.8 In the event, during the construction period or during the Defects Liability Period, any Defect, poor quality is detected by Sterlite or the Contractor or third party or regulatory authority, then the tests and rectification shall be done at the Contractor's cost and expense, within the time as provided by Sterlite. Any contrary report shall not absolve the Contractor from its liability. Notwithstanding anything contained hereinabove, acceptance of such tests or rectification by Sterlite shall not absolve or relieve the Contractor of any of its obligations under the Contract Documents.

14.3 The Contractor's above obligations as set out in Article 14.2 shall not apply to:

14.3.1 Any materials that are supplied by Sterlite, including Sterlite Supplied Materials; or

14.3.2 Any designs, specifications or other data designed, supplied or specified by Sterlite or any matters for which the Contractor has disclaimed responsibility herein.

14.4 Delay in Remediating Defects

14.4.1 If the Contractor fails to commence and proceed diligently with the remedy of any such Defect within 72 (seventy two) hours of receipt of notification thereof from Sterlite, Sterlite may proceed to remedy such Defect(s) at the Contractor's expense provided that it notifies the Contractor of its intention to do so. The actual costs so incurred by Sterlite shall be deducted from the Contract Value or be paid by the Contractor to Sterlite. Disputed matters arising under this Article 14 shall be resolved by the Parties in accordance with the provisions set out in the Contract Documents. This shall not extinguish the Contractor's liability under the terms and conditions of the Contract Documents.

14.4.2 If a Defect in any part of Supplies causes serious loss or damage which can be prevented by immediate action, such Defects, may be corrected by Sterlite or a third party designated by Sterlite, at the actual cost to the Contractor, without giving prior notice to the Contractor. Upon notification of such action by Sterlite, the Contractor shall assist wherever possible in undertaking the necessary corrections.

14.5 Latent Defects:

14.5.1 At the end of the Defects Liability Period, the Contractor's liability in respect of Defects ceases except for Latent Defects. The Contractor's liability for Latent Defects shall be applicable for a period of 10 (ten) Years from the expiry of the Defects Liability Period ("**Latent Defects Liability Period**").

14.5.2 The terms and conditions in Article 14.1 to Article 14.4 above shall apply *mutatis mutandis* to remedying the Latent Defect.

Article 15: Liquidated Damages

15.1 The Contractor acknowledge and undertakes that it shall timely perform its obligation under Supplies, in accordance with the timeline as set out in the Contract.

15.2 If the Contractor fails to achieve, for the reasons attributable to it, completion of work as per the prescribed timelines in the Completion Schedule, the Contractor shall pay to Sterlite a sum as set out in the STC ("**Liquidated Damages**") for such default and not as penalty, without prejudice to Sterlite's other remedies available under the Contract Documents.

15.3 Sterlite may, without prejudice to its right to recover the Liquidated Damages, deduct the amount of such damages from any amount due or becoming due to the Contractor or from any securities/guarantees under the Contract Documents.

15.4 The payment or deduction of such damages shall not:

- (a) relieve the Contractor from its obligation to complete the Supplies; or
- (b) negate the liability of the legal consequences on account of such delay; or
- (c) remedy the Defects in Supplies or any part thereof; or
- (d) relieve the Contractor from any other of its duties, obligations, responsibilities and liabilities under the Contract Documents.

For the avoidance of doubt, the Contractors agrees and acknowledges that approval, acceptance or certificates by Sterlite or any third party shall not:

- (i) relieve or absolve the Contractor from its obligation to complete the Supplies; or
- (ii) negate the liability of the legal consequences on account of any deficiency thereof; or
- (iii) remedy the Defects in Supplies or any part thereof; or
- (iv) relieve or absolve the Contractor from any other of its duties, obligations, responsibilities and liabilities under the Contract Documents.

- 15.5 The Parties agree and acknowledge that the payment for Liquidated Damages for delay are genuine pre-estimation of damages and do not constitute as a penalty.
- 15.6 The payment of Liquidated Damages for delay under this Article is in addition to any other remedies that may be available to Sterlite under the Contract Documents or under the law for the time being in force.

Article 16: Confidentiality

- 16.1 The Contractor shall not, without the previous written consent of Sterlite, use, copy, publish, disclose or otherwise deal with nor cause nor permit its sub-contractors/suppliers or any persons for whom it is contractually or otherwise responsible for to use, copy, publish, disclose or otherwise deal with any information or documentation provided by Sterlite to the Contractor for the development and execution of the Contract Documents, as well as the terms and conditions of the Contract Documents (collectively, "**Confidential Information**"), without obtaining a prior written approval from Sterlite, other than for the performance of its obligations under the Contract Documents (subject to the fact that any other party to whom such Confidential Information is disclosed for the execution of the Contract Documents, shall also be bound by the confidentiality obligations as contained in the Contract Documents).
- 16.2 Nothing contained in the foregoing shall render the Contractor liable for breach of any of the obligations contained in this Article 16, if such knowledge or information constitutes the Confidential Information:
- (a) At the time of disclosure is already in the public domain or public knowledge; and the Contractor can establish by reasonable competent written proof was in its possession at the time of disclosure and was not acquired, directly or indirectly, from Sterlite; or
 - (b) is disclosed to the employees, agents, consultants or sub-Contractors acting on a strictly need-to-know basis; or
 - (c) is disclosed pursuant to a requisition made by a competent authority in accordance with Applicable Laws, provided that the Contractor shall notify Sterlite of such requisition and proposed disclosure prior to the making of such disclosure.
- 16.3 The Contractor shall not make any announcements in any manner in respect of the execution of the Supplies or any matter pertaining to the Supplies without the prior consent of Sterlite.

Article 17: Assignment and Sub-contracting

- 17.1 The Contractor shall not subcontract the whole or any part of the Supplies (except as expressly permitted herein) without the prior written consent of Sterlite.

17.2 The Contractor shall neither have a right to assign nor novate its' rights under the Contract Documents without prior written consent of Sterlite.

Provided that the Contractor's right to assign upon Sterlite approval in accordance with the provisions of the Contract Documents shall not in any way relieve it from any of its obligations under the Contract Documents. However, Sterlite shall have a right to assign or novate this Contract Documents including all its obligations, rights and benefits under the Contract Documents to any of its associates, group companies, or any third party without obtaining consent from the Contractor.

17.3 Notwithstanding anything contained in the Contract Documents any sub-contract entered by the Contractor in accordance with the provisions of the Contract Documents shall not in any way relieve the Contractor from any of its obligations under the Contract Documents.

17.4 All rights and obligations under the Contract Documents are by and between the Contractor and Sterlite. Except as may otherwise be provided in the Contract Documents, there is no privity between sub-contractor(s)/ suppliers (including their subcontractors/ suppliers of any tier) and Sterlite, and sub-contractor(s)/ supplier(s) shall have no right as third party beneficiaries under the Contract Documents.

17.5 Nothing in the Contract Documents shall create any obligation on the part of Sterlite to pay to, or to see to the payment of any sums to any sub- contractor(s)/ supplier(s), unless specifically agreed by both the Parties. The Contractor shall be responsible in all aspects and at all times for any and all sub-contractor'/ supplier acts or omissions.

17.6 The Contractor shall be solely responsible for the acts, defaults and neglects of its sub-contractor/ supplier and all its and their agents, servants or workmen as if they were the acts, defaults or neglects of the Contractor under the terms of the Contract Documents. No acts or omissions on the part of the sub-contractor/ supplier or its agents, servants or workmen will allow the Contractor to claim an extension of time, or an increase in the Contract Value.

17.7 The Contractor warrants that no arrangement, agreement or understanding with any sub-contractor/ supplier shall directly or indirectly interfere with, restrict or impede Sterlite in the exercise of any right or remedy under the Contract Documents.

17.8 The Contractor hereby agrees and consents to the creation by Sterlite of a security assignment, mortgage or charge of its rights and interests, including any security received under the Contract Documents in favour of any of Sterlite's lenders (or a trustee acting on behalf of one or more Sterlite's lenders or otherwise) and hereby undertakes to execute upon the request of Sterlite such documents as may be reasonably and customarily required to give effect to any such assignment.

Article 18: Force Majeure

- 18.1 In the event, either Party is rendered unable by a Force Majeure event, to perform any obligation(s) required to be performed under or pursuant to the Contract Documents, the relative obligation of the Party affected by such Force Majeure shall be treated as suspended.
- 18.2 The term “**Force Majeure**” means an exceptional event or circumstance such as:
- (a) Act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last 30 (thirty) Years;
 - (b) Nationalization or compulsory acquisition by any Indian governmental instrumentality of any material assets or rights of the Contractor;
 - (c) The unlawful, unreasonable or discriminatory revocation of or refusal to renew, any Applicable Clearances required by Sterlite to perform its obligations under the Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other clearances required by Sterlite for the development/ operation of the Project; Any other unlawful, unreasonable or discriminatory action on the part of a competent authority which is directed against the Project,
 - (d) Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, insurgency terrorist or military action;
 - (e) Radioactive contamination or ionizing radiation originating from a source in India or resulting from any other event of Force Majeure mentioned in above paragraph, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Site by the Affected Party or those employed or engaged by the Affected Party.
- 18.3 It is agreed between the Parties that following events shall not be considered as Force Majeure:
- (a) the (i) negligence or intentional action, errors or omissions, (ii) failure to comply with any Applicable Laws, or (iii) breach of or default under the Contract Documents by the Contractor or any of its sub-contractor/ supplier; or (iv) applicable permits/approvals as required by the Contractor; or
 - (b) the economic hardship of the Party claiming relief following an event of Force Majeure or changes in market conditions; or
 - (c) normal wear and tear or inherent flaws in equipment or breakdown of equipment required for the Supplies; or
 - (d) unavailability of (a) fuel supply, reserves or transportation, (b) water supply, (c) or electricity supply, except to the extent such unavailability is itself due to an event of Force Majeure; or
 - (e) inability to obtain or maintain adequate funding and consequent release of payments; or

- (f) unavailability of any equipment/ or parts/ components and other consumables required to be supplied under the Contract Documents; or
- (g) obligation of Sterlite to make the payments to the Contractor in accordance with the terms of the Contract Documents; or
- (h) strikes or labour disturbance at the elements of the Affected Party;
- (i) non-performance caused by, or connected with, the Affected Party's negligent; or
- (j) intentional acts, errors or omissions, failure to comply with Indian law and breach of, or default under the Contract Documents.

18.4 If a Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract Documents by a Force Majeure event ("**Affected Party**"), then it shall as soon as reasonably practicable notify the other Party of the occurrence of such event and the circumstances thereof including the obligations the performance of which could be delayed or prevented thereby, but no later than 5 (five) Days after the date on which the Contractor knew or should reasonably have known of the commencement of the Force Majeure event. For the avoidance of doubt, it is clarified that if the Affected Party fails to provide the notice within the time specified in this Article 18.4, the relief on account of the occurrence of the Force Majeure event shall only be available to the Affected Party from the date on which the Affected Party actually notifies the other Party.

Notwithstanding anything contained herein, the Contractor shall submit all the relevant documents and evidences (duly certified by the relevant government departments and / or government authorities) which proves and establishes the occurrence of such event of the Force Majeure within 30(thirty)Days from the date on which the Force Majeure event stops. In case the relief under this Article is claimed by the Contractor, on the basis of which Owner/ Sterlite claims relief with the competent authority under the TSA, but the same is rejected either fully or in part by such competent authority, then the Contractor will not be entitled to the relief under this Article to the extent it is rejected/denied. The Parties agree to put in best efforts, jointly while seeking relief with the competent authority.

18.5 The Contractor shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

18.6 If any or entire portion of performance under the Contract Documents is delayed or suspended as a result of continuation of any of the events of Force Majeure, the time allowed to comply with such obligation(s) shall be extended for as long as the relevant event of Force Majeure causing such delay or suspension continues. Such extension of time shall be mutually agreed between the Parties.

18.7 In case of continuation of the event of Force Majeure for a period of 30 (thirty) Days, Sterlite may suspend such portion of the Contract Documents, which has been effected by Force Majeure by providing notice to the Contractor. During such period of suspension, both the Parties shall mutually discuss and agree on the next steps to be taken. In the event Force Majeure Event continues for a period of more than 30 (thirty) Days from the date of the first notice sent by the Affected Party notifying such

Force Majeure event under Article 18, Sterlite may terminate the Contract Documents by providing a 14 (fourteen) Days' prior written notice to the Contractor.

18.8 Neither Party shall be liable for any breach, claims, and damages against the other, in respect of non-performance or delay in performance as a result of Force Majeure leading to such termination.

18.9 Resumption of the Supplies

After the Force Majeure event has been cured, when the Affected Party is able to resume performance of its obligations under the Contract Documents, it shall give to the other Party notice to that effect and shall promptly and/ or upon written instruction by Sterlite resume performance of its obligations hereunder. The Contractor agrees and undertakes that after resumption of the Supplies, it shall make good any Defect in, deterioration or loss in the Contract Documents that may have occurred during the suspension period due to such Force Majeure events. However, cost and time impact due to any Defect in, deterioration or loss of the work under the Supplies that may have occurred during the suspension period due to Force Majeure shall be mutually agreed between Sterlite's Representative and the Contractor's Representative within a period of 14 (fourteen) Days. It is clarified that the no Party shall be responsible or liable for any such cost, Defect, deterioration as a result of Force Majeure events which are subject to the insurances listed in Article 11. The Contractor shall be responsible or liable for any such cost, Defect, deterioration as a result of Force Majeure events which are not subject to the insurances listed in Article 11.

Provided that nothing contained herein shall absolve Sterlite from any payment obligations accrued prior to the occurrence of a Force Majeure event.

Article 19: Suspension

19.1 Sterlite may, at any time, but providing not more than 7 (seven) Days' notice to the Contractor, suspend or reinstate execution of performance the whole or any part of the Supplies by the Contractor. The aggregate period of suspension or reinstatement shall not be more than 30 (thirty) Days. Any orders for suspension or reinstatement of the Supplies will be issued by Sterlite to the Contractor in writing. The time for completion of the Supplies will be extended for a period equal to duration of the suspension or as agreed between Sterlite and Contractor.

19.2 Upon the issuance of instructions to suspend the Supplies as contemplated in the Contract Documents, the Contractor shall:

- (a) suspend the Supplies to the extent specified by Sterlite and store, preserve, protect and otherwise secure the item/work affected to the extent reasonably practicable in the circumstances;

- (b) place no further subcontracts or purchase orders for materials, services, with respect to those parts of the item/work suspended except to the extent expressly requested by Sterlite.
- (c) use all reasonable endeavors to suspend the Supplies, on the most favorable terms available to the Contractor including all subcontracts and purchase orders, to the extent affected by such suspension and otherwise to minimize the additional costs associated with such suspension.

19.3 At any time after such suspension period, Sterlite may instruct the Contractor to resume execution of the suspended Supplies. Upon receipt of such instructions, the Contractor shall examine the items/work affected by the suspension and shall remedy any deterioration or Defect in or loss of such item/work that may have occurred during the suspension. The suspended Supplies shall resume as expeditiously as possible after the receipt of such withdrawal of suspension notice in accordance with the instructions of Sterlite in respect of the resumption.

Article 20: Limitation of Liability

- 20.1 Notwithstanding anything to the contrary, the aggregate liability of the Contractor to Sterlite under or in connection with the Contract, shall be up to a maximum cap of 100% (hundred per cent) of Contract Value, provided that this limitation shall not apply to any obligation of the Contractor to indemnify Sterlite with respect to infringement of Intellectual Property Rights or for losses caused due to the Contractor's fraud, gross negligence or wilful misconduct. ("**Limitation of Liability**")
- 20.2 Neither Party shall be responsible for any indirect or consequential damages and for any loss of revenue, loss of profit, loss of use, costs of capital or loss resulting to any other person or for any financial or economic loss, resulting from any reason attributable to the performance of this Contract by such Party.

Article 21: Termination

21.1 Termination for Sterlite's Convenience or pursuant to Termination of the TSA:

- 21.1.1 Sterlite may, at any time during the Term, terminate the Contract Documents at its convenience by issuing the Contractor thirty 30 (thirty) Days' written notice of termination. The Contractor shall be entitled to be paid the Contract Value attributable to the part of Supplies executed as on the date of termination, the value of any unused or partially used Items on the Site. Any sums due to Sterlite from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under the Contract Documents.
- 21.1.2 The Contract Documents shall automatically terminate and cease to be effective on the date of termination of the Transmission Services Agreement ('TSA') executed between the Owner and long term transmission companies.

21.1.3 In the event that the termination of the TSA is a result of, caused or contributed by any act, omission, neglect or default of the Contractor or any other person that the Contractor is responsible for under the Contract Documents including any sub-Contractor appointed by the Contractor, then the Contractor shall not be entitled to any further payments under the Contract Documents and shall be responsible for all losses, liabilities, claims, costs, expenses and consequences arising to Sterlite in respect of such termination.

21.2 Termination on Contractor's Default

21.2.1 Sterlite may, without prejudice to any other rights or remedies it may possess, may forthwith terminate the Contract Documents in the following circumstances by giving a notice of termination, referring to this Article 21.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;
- (b) has insolvency, receivership, reorganization, bankruptcy, or proceedings of a similar nature brought against it and the proceedings are not dismissed or effectively stayed within 60 (sixty) Days of such commencement;
- (c) if the Contractor assigns or transfers this Contract or any of its right or interest herein, in violation of the provision of Article 17;
- (d) if the Contractor, in the reasonable judgment of Sterlite along with evidence thereof, has engaged in corrupt practices in competing for or in executing the Contract Documents.

For the purpose of this sub-Article:

"**corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of any official of Sterlite in the procurement process or in Supplies execution.

21.2.2 If the Contractor:

- (a) has abandoned or repudiated the Contract Documents;
- (b) has, without valid reason, failed to commence Supplies promptly or has suspended (other than pursuant to Article 19) the supply of the Supplies for more than 28 (twenty-eight) Days after receiving an instruction from Sterlite to proceed;
- (c) persistently fails to execute the Contract Documents in accordance with the provisions of the Contract Documents or persistently neglects to carry out its obligations under the Contract Documents, without just cause;

- (d) refuses or is unable to provide sufficient materials or labor required to execute the Supplies and fails to give reasonable assurance to Sterlite that it can achieve completion by the completion date;
- (e) has incurred or is liable for Liquidated Damages for delay in excess of the amount set out in the Contract Documents;
- (f) has failed to remedy any Defect or damage;
- (g) has failed to pay any amount due and payable under the Contract Documents to Sterlite; or
- (h) has committed a material breach of the Contract Documents,

then Sterlite may, without prejudice to any other rights it may possess under the Contract Documents, provide a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 (fourteen) Days of the receipt of such notice, then Sterlite may terminate the Contract Documents forthwith by providing a notice of termination to the Contractor that refers to this Article 21.2.2, without thereby releasing the Contractor from any of its obligations or liabilities which have accrued as at the date of termination of the Contract Documents and without affecting any other rights and powers conferred by the Contract Documents on Sterlite.

For the purpose of this Article "material breach" shall *inter alia* include:

- (i) The Contractor's continuous delay in the performance of Supplies after agreed completion period is over and even after full Liquidated Damages has been levied and reasonable cure period is over; or
- (ii) Breach of any safety and quality requirement as per EHS agreement or Safety requirement of Sterlite; or
- (iii) Non-submission of taxes and duties levies by Central and State government required for execution of Supplies; or
- (iv) Non-submission or refusal for extension of bank guarantees and insurances required as per the Contract Documents.

21.2.3 Upon receipt of the notice of termination under Article 21.2.1 or 21.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination:

- (a) cease execution of all further Supplies, except for such Supplies as Sterlite may specify in the notice of termination for the purpose of protecting that part of the Supplies already executed, or any Supplies required, to leave the Site peacefully;

- (b) terminate all contracts with its sub-contractors/ suppliers, except those to be assigned to Sterlite pursuant to Article 21.2.3(c), to the extent they relate to execution of the discontinued portion of the Supplies;
- (c) to the extent legally possible, assign to Sterlite all right, title and benefit of the Contractor to the Supplies, as at the date of termination, and, as may be required by Sterlite, in any contracts concluded between the Contractor and its sub-contractors/ suppliers (including all warranties provided by the sub-contractor/ supplier); and
- (d) deliver to Sterlite, the documents prepared by the Contractor or its sub-contractors/ suppliers and all rights to use Intellectual Property in relation thereto.

21.2.4 Sterlite may subsequent to the termination pursuant to this Article 21.2, expel the Contractor and/or complete all obligations of the Contractor under this Contract, or employ a third party in this regard. If, the cost of procuring such completion of the services from a third party and any incidental expenses incurred by Sterlite in relation to such procurement is in excess of the price of the obligations of the Contractor to be performed under the Contract Documents, then, such differential shall be payable by the Contractor to Sterlite.

21.3 Transfer Assistance

21.3.1 The Parties agree and undertake that on expiry of the Term or termination of Contract Documents, as the case may be, the Contractor shall:

- (a) hand over peaceful possession of all the Project assets, items, material in relation to the Supplies under the Contract Documents to the Sterlite on free of cost basis;
- (b) transfer all its rights, titles and interests in the Project assets, items, material in relation to the Supplies under the Contract Documents to Sterlite;
- (c) hand over to Sterlite all documents including as built drawings,
- (d) manuals and records relating to the Supplies;
- (e) transfer technology and up to date know how relating to operation and maintenance of the supplies/ work done under the Supplies;
- (f) at its cost remove from the Site all such moveable assets which are not taken over by or to be transferred to Sterlite;
- (g) make necessary payments, if any, including payments to sub-contractors/ suppliers etc. in line with the relevant articles of the Contract Documents.

21.3.2 Sterlite shall take over supplies/ work done under Supplies and thereafter manage/ operate/ dispose the same at its sole discretion.

21.4 Surviving Obligations:

21.4.1 The Parties agree that termination shall not relieve the Contractor of its obligations with respect to the confidential information and surviving articles set forth in the Contract Documents. In case of termination of Contract Documents, Sterlite shall have the right to recover the cost of unutilized raw material, Supplies in progress or lying at the Contractor's premises for which Sterlite has made the payments on the Contractor's behalf; or the Contractor shall transfer the ownership of the same at Zero value to Sterlite.

Article 22: Dispute Resolution

22.1 International Commercial Arbitration

22.1.1 The terms of the arbitration agreement under this Article shall be governed and construed in accordance with Rules of Arbitration of the International Chamber of Commerce ("**Rules**") and courts at Paris, France shall have exclusive jurisdiction over all matters arising out of the arbitration agreement.

22.1.2 Two Stages for Dispute Resolution

If any Disputes arise between Sterlite and the Contractor under or in connection with the Contract Documents, it shall be settled through the following stages:

- (a) Negotiations between the Contractor and Sterlite;
- (b) By way of arbitration in accordance with the Rules by one or more arbitrators appointed in accordance with the Rules.

22.1.3 Negotiation

The Parties shall first endeavor to settle amicably any dispute, difference, claim or controversy between the Parties arising out of or in connection with the Contract Documents ("**Dispute**"), including without limitation, its existence, interpretation, performance, or termination, by negotiation in accordance with this Article 22.1 as follows:

- (a) The Party raising the Dispute shall address to the other Party a notice requesting a negotiation of the dispute within 15 (fifteen) Days of such notification.
- (b) Upon receipt of such notice, the Parties shall resolve such dispute in accordance with Article 22.1.

22.1.4 Arbitration

In the event the Parties fail to amicably resolve their Disputes in accordance with Article 22.1.3, or in the event the Sterlite and the Contractor is dissatisfied with any such decision, as the case may be, the Dispute shall be referred to arbitration in accordance with Rules. The arbitration proceedings shall be held in Paris, France or as may be mutually agreed between Parties. The language of proceedings, documents and communication shall be English. The award of the arbitral tribunal shall be binding on all Parties.

OR

22.1 Domestic Arbitration

22.1.1 The terms of this arbitration agreement shall be governed and construed in accordance with law of India and courts at Gurugram, Haryana shall have exclusive jurisdiction over all matters arising out of the arbitration agreement.

22.1.2 Two Stages for Dispute Resolution

If any Disputes arise between Sterlite and the Contractor under or in connection with the Contract Documents, shall be settled through the following stages:

- (a) Negotiations between the Contractor and Sterlite;
- (b) By way of arbitration in accordance with the Arbitration & Conciliation Act, 1996 (including any amendment/ re-enactment thereof for the time being in force) ("**Arbitration Act**") by one or more arbitrators appointed in accordance with the said Arbitration Act.

22.1.3 Negotiation

The Parties shall first endeavor to settle amicably any dispute, difference, claim or controversy between the Parties arising out of or in connection with the Contract Documents ("**Dispute**"), including without limitation, its existence, interpretation, performance, or termination, by negotiation in accordance with this Article 22.1 as follows:

- (a) The Party raising the Dispute shall address to the other Party a notice requesting a negotiation of the dispute within 15 (fifteen) Days of such notification.
- (b) Upon receipt of such notice, the Parties shall resolve such dispute in accordance with Article 22.1.

22.1.4 Arbitration

In the event the Parties fail to amicably resolve their Disputes in accordance with Article 22.1.3, or in the event Sterlite and the Contractor is dissatisfied with any such decision, as the case may be, the

Dispute shall be referred to arbitration in accordance with Arbitration Act and its applicable rules and as may be amended from time to time in the following manner:

- (a) Matters to be arbitrated upon shall be referred to a sole arbitrator. The sole arbitrator shall be appointed mutually by the Parties. The arbitrator shall be appointed within a period of 30 (thirty) Days from the date of receipt of written notice/ demand of appointment of arbitrator from either Party. In case the Parties fail to agree on the sole arbitrator within 30 (thirty) Days of written notice of such Dispute, the Arbitrator shall be appointed in accordance with the provisions to the Arbitration and Conciliation Act 1996 as amended/modified from time to time.
- (b) The arbitration proceedings shall be held in Gurugram, Haryana. The language of proceedings, documents and communication shall be English.
- (c) The award of the sole arbitrator shall be binding on all Parties

22.2 Cost of Arbitration

The cost of arbitration shall be borne by the respective Parties.

22.3 Suspension of Supplies on account of Arbitration

The Contractor and Sterlite will continue to perform their respective obligations under the Contract Documents during the arbitration proceedings.

Article 23: Miscellaneous

23.1 Legal Relationship

- (a) Neither the Contract Documents nor any other agreement or arrangement of which it forms neither part, nor the performance by the Parties of their respective obligations under any such agreement or arrangement, shall constitute a partnership or relationship of employer and employee or agency between the Parties. For the avoidance of doubt, nothing in the Contract Documents shall prevent or restrict Sterlite from entering into parallel agreements with other parties for Supplies similar or related to the Supplies.
- (b) Each Party confirms it is acting on its own behalf and not for the benefit of any other Party.

23.2 Heading

The provisions, headings and paragraphs contained in the Contract Documents are for general reference and guidance and shall not be conclusive as to the meaning or interpretation of the Contract Documents.

23.3 Amendment

It is mutually agreed by the Parties that no amendment or variation of the Contract Documents shall be effective unless it is in mutually agreed in writing and duly executed by both Parties hereto.

23.4 Entire Agreement

The Contract Documents i.e. Contract, STC, GTC and Attachments annexed hereto contains the whole agreement between the Parties relating to the subject matter of the Contract Documents, and supersedes any previous understandings, commitments, agreements or representations in respect of the subject matter.

23.5 Waiver

Failure or delay of either Party at any time to require performance of any provision(s) of the Contract Documents shall not affect the right to require full performance thereof at any time thereafter and the waiver by either Party of a breach of any provision(s) shall not be taken or held to be a waiver of any subsequent breach thereof or as nullifying or restricting the effectiveness of such provision(s), except when agreed by the Parties in writing.

23.6 Unless otherwise specifically stated, both the Parties shall retain all rights and remedies, both under the Contract Documents and at law, which either may have against the other.

23.7 The Contractor shall comply with all safety instructions of Sterlite consistent with the provisions of the Contract Documents.

23.8 Partial Invalidity

If any provision of the Contract Documents is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of the Contract Documents or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of the Contract Documents.

23.9 The provisions of the Contract Documents are solely for the benefit of the Parties. No other person is intended to have, nor will have, any rights whatsoever, under the Contract Documents, whether for injury, loss or damage to person(s) or property or for economic loss.

23.10 In the event Parties have entered into more than 1 (one) agreements then a breach in the one by the Contractor will be considered as a breach of the remaining agreements. Further, Sterlite shall have a

right to recover any amount/ set off amount pending in one agreement from any amount/ set off from any other agreement.

23.11 Survival

The Parties agree and acknowledge that Article 6.10, 10, 11, 12, 14, 15, 16, 21, 22, 23.10 and 23.11 shall survive the termination or expiry or cancellation of the Contract Documents.

23.12 Risk Purchase

23.12.1 Upon default of any contractual terms and conditions of the Contract Documents by the Contractor, Sterlite reserves the right to terminate/ discontinue the Supplies at any point of time during the Term of Contract Documents.

23.12.2 In the event of dissatisfactory performance of the Supplies or any failure at any time on part of the Contractor to comply with the terms and provisions of the Contract Documents, Sterlite shall be entitled to make alternative arrangements as may be deemed necessary at the risk and cost of the Contractor apart from the other remedies available in the Contract Documents, without assigning any reason whatsoever. The same shall be done for the following, if the Contractor:

- (a) neglects/ fails repeatedly to execute the Contract Documents or any part item of the Contract Documents as notified by Sterlite at any point of time during the Term to meet the Completion Schedule; or
- (b) contravenes any provisions of the Contract Documents subject to Article 23.12.3 wherein Sterlite is required to issue a cure notice prior to invoking Risk Purchase right.

23.12.3 Sterlite shall give 30(thirty) Days' notice in writing to the Contractor to make good the default or breach. In the event, the Contractor fails to rectify the default or breach, Sterlite shall, at its sole discretion, go for execution of Supplies by any third party at the risk and cost of the Contractor ("**Risk Purchase**"), and the cost shall be deducted from the Contractor's monthly invoice, any other balance due and invocation of Bank Guarantee(s) (in that order). Additional 10% (Ten Per Cent) inclusive of Goods & Service Tax of the value of the part of Supplies which is being procured from other sources under this Article 23.12, shall be charged as expenses for managing the said Risk Purchase over and above the Risk Purchase cost. If Sterlite deems fit, it shall be lawful for Sterlite, without prejudice to any other rights it may have under the Contract Documents or under Applicable Laws, to take the part of Supplies, either wholly or in part, out of the Contractor's scope and reorder the same to any other entity to complete the Supplies or any part thereof at the risk and cost of the Contractor.

23.12.4 Sterlite shall be entitled to retain and supplement balance part of the Supplies, which may otherwise be due under the Contract Documents as the case may be. If the cost of completing the Supplies or any part thereof as aforesaid exceeds the balance due to the Contractor as per agreed schedule, the Contractor shall forthwith pay such excess amount incurred by Sterlite without any protest, demur or delay. Such payment of excess amount shall be independent of the Liquidated Damages for delay, which the Contractor shall have to pay if the completion of the Supplies is delayed.

For the avoidance of doubt, the Limitation of Liability shall not be applicable in case of damages imposed pursuant to this Article 23.12.4.

23.12.5 The Contractor declares that in case of invocation of its rights by Sterlite under this Article 23.12, the Contractor shall not dispute or contest the decision taken by Sterlite in accordance with this Article 23.12.

23.12.6 The Contractor agrees and undertakes that in the event of invocation of Risk Purchase by Sterlite, the Contractor shall not reduce the value of the Bank Guarantee(s) or their validity period.

23.13 Governing Law

23.13.1 The Contract Documents shall be governed by and interpreted in accordance with laws of Republic of India.

23.13.2 Subject to Article 22.1, the courts at Gurugram, Haryana shall have exclusive jurisdiction over all matters arising out of the Contract Documents.

24. Contractor Management Policy

Purpose & Scope

Supplier and contractor are very integral and strategic parts of our business. The work ethics and integrity of suppliers and contractors play a vital role in defining the ethical corporate governance boundaries. As a conscious business, Sterlite duly understands the risks and reputation associated with our suppliers and contractors, hence, Sterlite has developed the Supplier and Contractor management policy that applies to all our contractors and suppliers who wish to conduct business with Sterlite.

Environment Sustainability

Sterlite understands the impact of its business operation on the environment. Being an important stakeholder in the business, all the suppliers and contractors must ensure that they share a common ideology towards the environment while conducting business with Sterlite. Any operations of the suppliers and contractors associated with Sterlite must be focused on achieving environmental preservation and protection. The suppliers and contractors must ensure to get acquainted with Sterlite's Environment Policy, Biodiversity Policy, Water Management Policy, Energy. and Carbon Management Policy and other policies pertaining to environmental safeguard and sustainability.

Health & Safety

All the associated Contractors and Suppliers must ensure to provide a safe and healthy work environment to all their employees and peers. Essential steps shall be taken to minimize any occupational risk, injuries, and potential accidents. The Contractor and Supplier shall also abide by Sterlite's Health & Safety Policies and guidelines.

Human Rights

The Contractor and Suppliers shall share Sterlite's vision to lead the industry as an ethical and reputable business. Thus, Sterlite encourages our partners and associated business groups to comply with the rules and

regulations as per Sterlite's Human Rights Policy. The Suppliers and Contractors operations shall be in legal conformance to the following fundamental guidelines:

- Ensure that no business operation or associated activity shall directly or indirectly affect or challenge the fundamental rights of any individual.
- Ensure the dignified and ethical treatment of all the employees and stakeholders through providing equal opportunities regardless of age, nationality, disability, ethnic or national origin, gender, race, religion or belief or marital status, indigenous status, personal beliefs, spiritual practice, political affiliation, sexual orientation, and HIV / AIDS
- Ensure to prohibit all forms of compulsory labor or imposition of any additional work or financial penalties on any of its employees to discipline.
- Prohibit the use of violence, bullying, harassment, victimization, threats, and intimidation in any form against its workers.

Business Integrity and Relationship with applicable National Law

Sterlite abides by the principles of business ethics and transparency across its operations. To ensure the same the company encourages to conduct regular internal and external monitoring and raising awareness across the supply chain practices. To facilitate business integrity, Sterlite shall have a focal point for the suppliers and contractors wherein the groups may:

- Sterlite Suppliers and contractors are obliged to comply with all applicable local laws / national laws / Industry notifications.
- Notify non-compliance with the corporate governance system by any employee in Sterlite or any illegal act or perpetration by a supplier, by any of its subcontractors or by their respective employees, of any act in violation of the law.
- To make queries or suggestions regarding the Supplier and Contractor ethics.
- Sterlite Suppliers and contractors are obliged to follow the Labor Standards and must ensure Freedom of Association and the right to collective bargaining, Non-Discrimination and maintain Employment Conditions

Applicability

The policy will be directly applicable to all the Contractors and Suppliers associated with Sterlite business units. The policy shall also cover the stakeholder and partners of the Suppliers and Contractors with whom the group will be conducting business with.

Accountability

Implementation of this policy shall be ensured primarily by procurement department of Sterlite with the help of other associated functions.

Review and Reporting

The policy shall be regularly reviewed once every three years by the Board to ensure that it meets all the legal compliance and remains appropriate for the needs of Sterlite.

