

Contract NO: [*]

Date: [*]

CONTRACT BETWEEN

[*]

AND

[*] (Contractor)

FOR

Supply of Substation Equipment for the [*] as per RFP and subsequent amendments issued along with enquiry documents under the [*] (Owner) being executed by [*].

This **Contract** No. [*] ("**Contract**") is for Design, engineering, manufacturing, factory testing, inspection, Supply to Site including transportation of complete Substation Equipment including supervision of erection, testing & commissioning is made and entered into on [*]

BY AND BETWEEN

[*], a public limited company incorporated under the Companies Act, 2013, having its corporate office at DLF Cyber Park, Tower B, 9th Floor, Phase III, Sector 20, Gurugram, Haryana 122008 bearing CIN – U40106HR2022PLC103798, represented through its authorized signatory [*], authorized vide power of attorney dated [*] (hereinafter referred to as "[*]" which expression shall include its successors and permitted assigns) of the One Part.

AND

[*], a public limited company incorporated under the Companies Act, 1956 and having its Head office at – [*] and sales offices at [*], India and bearing CIN – [*] represented through its authorized signatory [*] vide Power of Attorney dated [*] (hereinafter referred to as "**Contractor**" which expression shall mean and include its successors and permissible assigns) of the other part;

Hereinafter, [*] and the Contractor are collectively referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

"[*]" (hereinafter referred to as the "**Owner**") is executing a transmission project to [*] through tariff based competitive bidding process ("[*]"). The [*] comprises of the following:

a. [*]

This Transmission Project System is initiated by [*], on build, own, operate and maintain basis under [*].

(B) The Contractor has qualified and been selected by [*] to execute this Contract for construction and completion of the following on [*] basis as per Appendix 5:

a. [*] (hereinafter, referred as "**Project**")

Further, the Contractor has represented that the Contractor has requisite experience, capacity and resources (financial and technical) to perform the Scope of Work/Supplies in accordance with terms & conditions of the Contract documents and has agreed for such engagement and in accordance with the terms and conditions as agreed and mentioned in this Contract Documents.

- (C) Basis the representations made by the Contractor under this Contract, [*] intend to award the Works/Supplies to the Contractor on the terms and conditions as contained hereinbelow

NOW THEREFORE, in consideration of the above, [*] and the Contractor have agreed to enter into this Contract under the terms and conditions set forth hereunder and agreed to be legally bound as follows:

ARTICLE 1 - DEFINED TERMS:

Terms and phrases defined in the Contract Documents (defined below) annexed hereto shall have the same meanings wherever used in this Contract. In addition, in this Contract, unless the Contract requires otherwise, the following words shall have meanings ascribed hereunder:

“Billing Breakup” has the meaning given to it in Appendix 1

“Contract” means this Contract executed by the Parties on [*] for the execution and completion of Scope of Works/Supplies for the completion of the Project.

“Contract Documents” or “Agreement” shall mean this Contract, together with the following documents (attached with this Contract), which shall together constitute the Contract between [*] and the Contractor:

- Special Terms and Conditions (STC)
- General Terms and Conditions (GTC)
- Billing Breakup (Appendix 1)
- Project – L2 Schedule and Resource Mobilization Plan (Appendix 2)
- Quality Assurance & Inspection Programme (Appendix 3)
- Project Management Framework (Appendix 4)
- Reference Documents (RFP & it's Amendments, Clarifications, Technical specifications and technical closure MoM) (Appendix 5)
- Formats of ABG, CPBG and PBG (Appendix 6)
- List of Supporting documents for payment processing (Appendix 7)
- HSE Contractual Requirements (Appendix 8)
- QCQA Contractual requirements, Foundation Quality Assurance & Control manual and Pile foundation quality manual (Appendix 9)
- SOP of Stores (Appendix 10)
- EAR Coverage (Appendix 11)
- Any other document if required (Appendix 12)
- LOI (Appendix 13)

“Contract Period” or “Term” Shall mean period from Effective date to Operational Acceptance Date of Project

“RFP” shall mean this Request for Proposal document along with all schedules, annexures and RFP Project Documents attached hereto and shall include any modifications, amendments, alterations or clarifications thereto;

ARTICLE 2 - EFFECTIVE DATE OF THE CONTRACT:

The Effective Date of this Contract shall be the date of the LOA (Letter of Award) i.e., [*] (“Effective Date”)

ARTICLE 3 - PRIORITY OF DOCUMENTS:

The conditions, schedules, appendices and annexures herein form an integral part of the Contract and shall be taken as mutually explanatory to one another. However, in case of conflict the following precedence shall be adopted:

- i. Contract and its appendices except Appendix 5 &13
 - ii. STC
 - iii. GTC
 - iv. LOI and its appendices(Appendix-13)
 - v. Technical & Commercial MOM
 - vi. RFP and it's clarifications and Amendments,
 - vii. Section Project & Technical Specifications
- 3.1 Capitalized terms used herein but not defined shall have the meaning given to such terms under the Contract Documents.
- 3.2 References in the singular shall include references in the plural and vice versa.
- 3.3 References to a particular Article, Appendix, annexure or schedule shall, except where the context otherwise requires, be a reference to that Article Appendix, Annexure or Schedule only.
- 3.4 The words “including” and “include(s)” are not to be construed as words of limitation.
- 3.5 Whenever provision is made for the giving of any notice, approval or consent, by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words “notify” and “approve” shall be construed accordingly.
- 3.6 All the words and expressions used in this Contract shall unless repugnant to the context have the same meaning as are respectively assigned to them in the Contract Documents.
- 3.7 The award of divisible Contracts shall be governed with the following cross fall breach agreement.
- 3.7.1 The award of divisible Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Project and a breach in one Contract shall automatically be construed as a breach of the other Contract, which will confer a right on [*] to terminate the other Contract also, at the risk and cost of the Contractor.
- 3.7.2 It is expressly understood and agreed by and between the Contractor and [*] that [*] is entering into the Contract solely on its own behalf and not on behalf of any other person / entity / associate company / group company. It is expressly understood and agreed that [*] is an independent legal entity with the power and authority to enter into Contracts solely on its own behalf under the applicable laws of India and the general principles of laws of the Contract.
- 3.8 All headings to the articles, conditions, schedules, appendices, and annexures or to any other part of the Contract are solely for the purpose of giving a concise indication and not a summary of contents thereof and they shall not be deemed to be a part thereof or be used in the interpretation or construction thereof.
- 3.9 No one except the duly authorized signatories have the power to give any undertaking, commitment or guarantee in relation to the Contract.
- 3.10 The Parties have jointly negotiated and concluded this Contract, therefore, none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this Contract or any part hereof.

- 3.11 The Contractor hereby agreed and undertakes to perform the Scope of Works and all its obligations as specified in the Contract Documents in accordance with the terms as specified therein and Applicable Laws.
- 3.12 The terms and conditions as agreed to in the Contract Documents shall override the terms as may be agreed between the Parties prior to this Contract

ARTICLE 4 - ORDER VALUE:

- 4.1 In consideration for the Contractor performing the Scope of Work/Supplies as referred in Article 3 of STC, [*] hereby covenants to pay to the Contractor, lump sum & Turnkey Contract Price of INR [*] - (**Rupees [*] Only**) (hereinafter referred as “**Order Value**”).
- 4.2 The detailed billing breakup of Order Value is attached as Appendix – 1 for on account payment purpose only.
- 4.3 The above mentioned Order Value is inclusive of all applicable taxes & duties, levies and Cess, etc., including Goods and Service Tax (GST) and BOCW Cess on Service portion as applicable as on Effective Date. However, TCS on supply shall be paid extra on documentary evidence. GST is considered @ 18%. However, during the execution within the contract period actual GST shall be considered for payment.
- 4.4 The Order Value shall be paid at the time and in the manner prescribed in STC.

The Order Value is inclusive of freight & transit insurance from the manufacturer’s facility to site of the Project /store of Contractor. The Order Value for the above mentioned complete Scope of Works/Supplies shall remain FIRM for the entire Contract Period plus 3 (three) months’ extension period. Beyond the said 3 (three) months, any implication due to delay for reasons not attributable to the Contractor shall be discussed mutually and agreed by both the Parties upon completion of the Contract including extension period of 3(three) months, price shall be derived considering base date as Contract Period plus three months and suitable mechanism shall be discussed mutually. No escalation / overrun compensation shall be paid for the extended duration if the reasons are attributable to the Contractor. However, only in the event delays are for the sole reasons attributable to [*], the same shall be discussed and mutually agreed between both the Parties.

ARTICLE 5 - APPENDICES:

The appendices listed in the “Contract Documents” in Article 1 of this Contract shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the appendices attached hereto, and the Contract shall be read and construed accordingly.

ARTICLE 6

All other terms and conditions including the terms and conditions as mentioned herein are detailed in STC, GTC and the Contract Documents

While executing the Scope of Works/Supplies, the Parties shall be bound by the terms and conditions as contained in GTC (as may be modified by the STC).

IN WITNESS WHEREOF, [*] AND THE CONTRACTOR HAVE CAUSED THIS CONTRACT TO BE DULY EXECUTED IN 2 (TWO) COUNTERPARTS OF EQUAL CONTENT AND FORM, BY THEIR REPRESENTATIVES, TOGETHER WITH THE 2 (TWO) WITNESSES IDENTIFIED BELOW ON THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED BY FOR AND ON BEHALF of [*]

Name:

Authorized Signatory

Designation:

SIGNED BY FOR AND ON BEHALF of the [*]

Name:

Authorized Signatory

Designation:

Witnesses:

In Presence of

1. Name:

Address:

2. Name:

Address: