

VOLUME –II

GCC & SCC

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Scope of Work**
The Scope of Work and the Project Profile is provided in **Technical Specifications** attached herewith.
2. **Methodology of Order Placement**
LOA shall be released immediately to the successful Contractor (contractor), and detailed Contract shall be released within 20 days from date of LOA.
The date of LOA shall be the Effective Date of the Contract.
3. **Targeted Annual Availability of the Line**
 - a) "Availability": Availability Calculation shall be as provided in the CERC's Regulation on Tariff for the period 2014-19 and modified/amended from time to time. For the purposes of the Contract, the 'Availability' of each Transmission Line & that of NETC (Owner) shall be as accepted/declared by the agency authorized for the same by CERC in the Tariff Regulation referred above and as modified/amended from time to time.
4. **Contract Duration**
The contract shall be for a period as mentioned in the SCC of the respective scope of work i.e. for Operation & Maintenance of the Transmission Lines.
5. **Price Basis**
The price shall be quoted, for complete Transmission Line as mentioned in the SCC and shall be 'firm' year-wise.
6. **Performance Bank Guarantee (PBG)**
Contractor shall submit a PBG of 10% of the annual Contract Price (including Taxes and Duties and service tax) as performance Bank Guarantee and shall replenish the same annually to 10% of the annual Contract Price.
7. **Payment Terms and Guarantees**
 - a) The Terms of payment shall be as mentioned in the respective SCC
8. **Taxes & Duties**
 - a) The price shall be inclusive of all taxes / duties including Service Tax as applicable as per the statute.
 - b) Income Tax shall be deducted at source and TDS certificate shall be issued.
9. **Statutory Variation in taxes & duties after the date of order shall be borne by the contractor.**

10. Proprietary Rights of the NETC (Owner) on Documentation

All the documentation, drawings, specifications prepared for the said project during the execution of the contract shall be confidential and shall be the absolute property of the NETC (Owner). The Contractor agrees to deliver all these material to NETC (Owner)) as the deliverables of the Contract. The Contractor shall not use the same data for purposes unrelated to the contract without prior written approval of NETC (Owner). The Contractor retains the right to personal use, or to further research and develop the Work, however any reproduction thereof is also prohibited without the express written consent of the NETC (Owner), nor does said research and development obligate the NETC (Owner) to enter into any new agreement with the Contractor. The title in Contractor's Intellectual Property Rights shall at all times remain with the Contractor, as the case may be.

11. Limitation of Liability

11.1.1. Except in cases of fraud, negligence or misconduct, or strict or absolute liability or obligation of the Contractor to indemnify the NETC (Owner), the Contractor shall not be liable to the NETC (Owner), whether in contract, tort, or otherwise, for any indirect loss or damage, provided that this exclusion shall not apply to any obligation of the Contractor to pay Disincentive to the NETC (Owner). The NETC (Owner) shall not be liable whether in contract, tort, or otherwise, for any indirect loss or damage suffered by the Contractor.

11.1.2. The Aggregate liability of the Contractor to the NETC (Owner), whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the NETC (Owner) with respect to patent infringement.

12. Insurance

12.1.1. The Contractor shall take and maintain adequate professional liability insurance as well as adequate insurance for their personnel. The NETC (Owner) undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable.

12.1.2. Without limiting any of his obligations under the Contract, the Contractor , at its cost, shall arrange, secure and maintain all insurance as may be pertinent to the Facility and obligatory in terms of law to protect its interest and interests of the NETC (Owner) against all perils detailed herein, within Thirty (30) days after the award of the Contract.

13. NETC (Owner)s Maintenance In-charge

13.1.1. NETC (Owner) will appoint a person to represent him to be termed as “**Maintenance Incharge**”. The Maintenance Incharge shall represent and act for the NETC (Owner) at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Maintenance Incharge, except as herein otherwise provided.

13.1.2. The Maintenance Incharge shall have full power and authority to supply to the Contractor from time to time, during the progress of the Works, instructions as the

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Maintenance Incharge shall consider necessary for the purpose of the proper and adequate execution of the Works.

- 13.1.3. Except as otherwise expressly stated in this Contract, the Maintenance Incharge shall have no authority to relieve the Contractor from any of its duties, obligations or responsibilities under the Contract, or to create any estoppels against it or the NETC (Owner) in respect thereof nor to waive any right of the NETC (Owner) under the Contract.
- 13.1.4. Any proposal, inspection, examination, testing, consent, approval or such similar act by the Maintenance Incharge (including absence of communication or disapproval) shall not relieve the Contractor from any responsibility hereunder.
- 13.1.5. Notwithstanding anything contrary contained in the foregoing, the NETC (Owner) shall not be bound by any instructions given or acts or deeds performed by the Maintenance Incharge, if such instructions, acts or deeds exceed or fall outside the purview of the Maintenance Incharge's authority, specified under this Contract, nothing contained herein shall be construed to confer upon the Maintenance Incharge the authority to amend the Contract.

14. Contractor's Manpower

- 14.1.1. Unless specified in the Contract, the Contractor shall appoint a Project Manager within Seven (7) days of the Effective Date of Contract, and shall request the NETC (Owner) in writing along with the resume for approval of the persons so appointed. The Project Manager and other key personnel identified for the said project should have relevant experience and capabilities to execute the projects of the same type and magnitude. The NETC (Owner) shall give provisional acceptance for such appointment within ten (10) working days, however the final acceptance shall be given only after a period of six (6) months on assessment of his work. If the NETC (Owner) objects to the appointment giving the reason, then the Contractor shall provide a suitable replacement within two (2) weeks of such objection.
- 14.1.2. The Project Manager shall represent and act for the Contractor at all times during the execution of the Contract and shall give all the Contractor's notices, instructions, information and all other communications under this Contract. All notices, instructions, information and all other communications given by the NETC (Owner) or the NETC (Owner)'s Maintenance Incharge to the Contractor under the Contract shall be given to the Contractor's Project Manager or in its absence, to its deputy, except as herein otherwise provided. The Contractor shall not revoke the appointment of the Project Manager without the NETC (Owner)'s prior written consent, which shall not be unreasonably withheld. If the NETC (Owner) consents thereto, the Contractor shall appoint some other person as the Project Manager, pursuant to the procedure set out above.

15. Contractor's Organization

The Contractor shall prepare and provide to the NETC (Owner) and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out the Works. The chart shall include the identities of the key Contractor's Personnel

together with the curricula vitae of such key personnel to be employed within seven (7) days of the Notification of Award. The Contractor shall promptly inform the NETC (Owner) and the Project Manager in writing of any revision or alteration of such an organization chart.

16. Site Regulations and Safety

16.1.1. The NETC (Owner) and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the NETC (Owner), with a copy to the NETC (Owner), proposed Site regulations for the NETC (Owner)'s approval, which approval shall not be unreasonably withheld. Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

16.1.2. The Contractor shall execute the Works in the safest possible manner, without causing any damage or injury to the environment, persons or property or causing obstruction to the Related Works, works of Competent Authorities or any public or private property.

16.1.3. The Contractor's right of access and possession shall be subject to any existing and/ or public rights in respect thereof and the right of the NETC (Owner), its authorized representatives and other persons executing the Related Works or Competent Authorities, to enter the Site, inspect the Works, visit and use any part of the Site in a lawful manner.

16.1.4. The Contractor shall be responsible for keeping any unauthorized persons off the Site or for any act, omission, default or interference affecting the Site or the execution of the Works. The Contractor shall keep the Site and the Works free of Encumbrances and shall not use the Site for any purpose other than for the execution of the Works.

16.1.5. The Contractor acknowledges that as between the NETC (Owner) and the Contractor all fossils, antiquities, and other objects having artistic, religious, historic or monetary value and human remains which may be found on or at the Site ("fossils and antiquities") are or shall be deemed to become the absolute property of the NETC (Owner). Upon such discovery, the Contractor shall, immediately notify the NETC (Owner) of the same and take all necessary precautions to preserve the item and shall ensure that such item is not disturbed or damaged. The Contractor shall comply with the instructions that the Project Manager issues, in respect of the actions to be taken in with respect to the fossils and antiquities and shall not be entitled to any extension of time or costs for complying with such instruction.

16.1.6. The Contractor shall make its own arrangements for the procurement of electricity, water and all other resources required for and during the execution of the Works on the Site, at its own cost. The Contractor shall comply with the requirements of Applicable

Laws and shall obtain the necessary Applicable Clearances for such temporary arrangements made by the Contractor.

17. Compliance with Labour Regulations

- 17.1.1. During the course of performance of the Contract, the Contractor and Sub - Contractors shall abide at all times by all Applicable Laws relating to labor and employment. The Contractor's Personnel shall, under no circumstances, be treated as the employees of the NETC (Owner) at any point of time.
- 17.1.2. The Contractor shall indemnify the NETC (Owner) against any claims, actions, suits or proceedings brought against the NETC (Owner) by the Contractor's Personnel or any other person and against penalties, losses, liabilities, costs and expenses etc. incurred arising out of, or in relation to matters concerning the employment of the Contractor's Personnel, or failure to comply with the requirements of any Applicable Laws relating to employment.
- 17.1.3. Without prejudice to the remedies of the NETC (Owner) above, if the NETC (Owner) is required to pay under any Applicable Law as principal employer, any amounts in order to comply with or as a result of non compliance with the provisions of any Applicable Laws on the part of the Contractor, the NETC (Owner) shall have the right to deduct any money due to the Contractor under this Contract or any other contract with the NETC (Owner) including to enforce the Contract Performance Guarantee for recovering the aforesaid payment. The NETC (Owner) shall also have right to recover from the Contractor any sum required or estimated by the NETC (Owner) to be required for making good the loss or damage suffered by the NETC (Owner).
- 17.1.4. Without prejudice to the above, the Contractor shall furnish to the NETC (Owner) the details/documents evidencing the Contractor's compliance with Applicable Laws applicable to establishments engaged in building and other construction works and relating to employment of labour, as may be sought by the NETC (Owner). In particular the Contractor shall submit quarterly certificate regarding compliance in respect of provisions of Employees' Provident Fund and Misc. Provisions Act, 1952 to the NETC (Owner).

18. Protection of Environment

- 18.1.1. The Contractor shall take all reasonable steps to protect the Environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as consequence of its methods of operation.
- 18.1.2. The Contractor shall and shall ensure that its Sub-Contractors abide at all times by all Applicable Laws on environmental protection.

19. Safety Precautions

- 19.1.1. The Contractor shall observe all applicable regulations regarding safety on the Site. Unless otherwise agreed, the Contractor shall, from the commencement of work on Site until Taking Over, provide:

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- a) fencing, lighting, guarding and watching of the Works, and
 - b) Temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of NETC (Owner) / its representatives and occupiers of adjacent property, the public and others.
- 19.1.2. The Contractor shall ensure proper safety of all the workmen on the Site, materials, Items, Temporary Works and other items on the Site whether belonging to the Contractor, the NETC (Owner), the Related Works Contractors or any other person. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by Applicable Laws and the Project Manager, as the Contractor may deem necessary.
- 19.1.3. The Contractor shall notify well in advance the Project Manager of its intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Project Manager shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the Works and the Contractor shall strictly adhere to and comply with such instructions. The Project Manager shall have the right at his sole discretion to inspect any such container or such Works or Items for which the material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the NETC (Owner) and the NETC (Owner) shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Project Manager's instructions.
- 19.1.4. Further, any such decision of the Project Manager shall not, in any way, relieve the Contractor of its responsibilities under this Contract and if use of such a container or entry thereof into the Site area is forbidden by the Project Manager, the Contractor shall use alternative methods with the approval of the Project Manager without any costs to the NETC (Owner) or extension of work schedule.
- 19.1.5. Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Project Manager. In case, any Applicable Clearances are required from the Chief Inspector (Explosives) or any other Competent Authority, the Contractor shall be responsible for obtaining the same.
- 19.1.6. All Contractor's Equipment used in performance of the Installation Services by Contractor shall meet such Indian or International Standards as may be prevalent, and where such standards do not exist, the Contractor shall ensure that the Contractor's

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Equipment are absolutely safe. All Contractor's Equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manuals and safety instructions and as per any instructions given by the NETC (Owner) in this regard.

- 19.1.7. Periodical examinations and all tests for all lifting/hoisting equipment and tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and other Applicable Laws in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Project Manager or by the person authorised by him.
- 19.1.8. The Contractor shall be fully responsible for the safe storage of its and its SubContractor's radioactive materials in accordance with BARC/DAE Rules and other Applicable Laws. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by the Contractor.
- 19.1.9. The Contractor shall provide suitable safety equipment of standards prescribed under Applicable Laws or observed in accordance with Good Industry Practice, to all Contractor's Personnel according to the nature of Works undertaken by such Contractor's Personnel, as may be directed by the Project Manager who shall also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 19.1.10. Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules framed under Indian Explosives Act, 1884 pertaining to handling, storage and use of explosives.
- 19.1.11. The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of experienced and competent persons. For erection, materials used by the Contractor shall be of good and standard quality.
- 19.1.12. The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the NETC (Owner) or other Related Works Contractors under any circumstances, whatsoever, unless expressly permitted in writing by NETC (Owner) to handle such fuses, wiring or electrical equipment.
- 19.1.13. Before the Contractor connects any electrical appliances to any plug or socket belonging to any other Related Works Contractor or NETC (Owner), the Contractor shall:
 - a) satisfy the Project Manager that the appliance is in good working condition;

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- b) inform the Project Manager of the maximum current rating, voltage and phases of the appliances;
 - c) obtain permission of the Project Manager detailing the sockets to which the appliances may be connected.
- 19.1.14. No electric cable in use by any Related Works Contractor or the NETC (Owner) shall be disturbed by the Contractor without prior permission of the NETC (Owner). No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or be attached to it.
- 19.1.15. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Project Manager and a permit to work shall be issued by the Project Manager before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- 19.1.16. The Contractor shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain its temporary electrical installation.
- 19.1.17. If any workmen are employed on the Site, then the Contractor shall deploy at least one full time officer exclusively as safety officer to supervise safety aspects of the Items, Contractor's Equipment, the Works and Contractor's Personnel, who will coordinate with the Project Manager.
- 19.1.18. The name and address of such safety officers of the Contractor will be promptly informed in writing to the Project Manager before such officer starts work or immediately after any change of the incumbent is made during the course of the Contract.
- 19.1.19. If any accident occurs during the execution of the Installation Services undertaken by the Contractor thereby causing any minor or major or fatal injury to the Contractor's Personnel or any other person, due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Project Manager in prescribed form and also to the relevant Competent Authorities as required under Applicable Laws.
- 19.1.20. The Project Manager / NETC (Owner) shall have the right at its sole discretion to stop the execution of the Works, if in their opinion the Works are being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and the Contractor shall promptly take all necessary steps to remove all shortcomings. The Contractor after

stopping the specific Works may, if necessary, appeal against the order of stoppage of Works to the Project Manager / NETC (Owner) within three (3) days of such stoppage of work and decision of the Project Manager / NETC (Owner) in this respect shall be conclusive and binding on the Contractor.

- 19.1.21. The Contractor shall not be entitled to any damages/compensation or extension of time for taking any measures pursuant to this or for compliance with the requirements of safety under this Contract or any Applicable Laws, or the instructions of the Project Manager or the NETC (Owner) for the safe execution of the Works, including but not limited to the stoppage of Works for reasons of safety.. The Contractor acknowledges that the specific obligations relating to safety set out in this GCC Sub-Clause 18.6 are by way of example only, and compliance with such specific provisions or any instruction of the NETC (Owner) shall not relieve the Contractor from its responsibility or limit its obligations in respect of executing the Works in a safe manner and in accordance with Applicable Laws and Good Industry Practice.
- 19.1.22. It is mandatory for the Contractor to observe during the execution of the works, requirements of safety which would generally include but not limited to following (the "Safety Rules"):

Safety Rules

- a. Each of the Contractor's Personnel shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- b. No Contractor's Personnel shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c. Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- d. Contractor's Personnel must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial locations.
- e. Contractor's Personnel under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- f. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- g. The staircases and passageways shall be adequately lighted.

- h. The Contractor's Personnel when working around moving machinery, must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
 - i. The Contractor's Personnel must use the standard protection equipment required for each job. Each piece of equipment shall be inspected before and after it is used.
 - j. Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
 - k. In case of rock excavation, blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.
- 19.1.23. The Contractor shall follow and comply with all Safety Rules set out in this Contract, relevant provisions of Applicable Laws pertaining to the safety of workmen, employees, persons, Items, Contractor's Equipment and the Works as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and the Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.
- 19.1.24. If the Contractor fails to provide a safe working environment as per the Safety Rules or continues the work even after being instructed to stop work by the Project Manager / NETC (Owner) as provided in GCC sub-clause above, the Contractor shall promptly pay to NETC (Owner), on demand by the NETC (Owner), compensation at the rate of Rs. 50,000/- per day of part thereof till the instructions are complied with and so certified by the Project Manager. However, in case of accident taking place causing injury to any individual, the provisions contained above shall also apply in addition to compensation mentioned in this Clause. Such right of the NETC (Owner) shall be without prejudice to any other rights and remedies that the NETC (Owner) may have under the Contract for breach by the Contractor to comply with its obligations relating to safety.
- 19.1.25. If the Contractor does not take adequate safety precautions and/or fails to comply with the Safety Rules as prescribed by the NETC (Owner) or under Applicable Law for the safety of the Items, Works or for the safety of personnel or the Contractor does not prevent hazardous conditions which cause injury to the Contractor's Personnel or employees of other Related Works Contractor or NETC (Owner)'s employees or any other person on the Site or adjacent thereto, then the Contractor shall be responsible for payment of a sum, in addition to compensation under Workmen's Compensation

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Act, as indicated below to be deposited with the NETC (Owner), which will be passed on by the NETC (Owner) to such person or next to kith and kin of the deceased:

a.	Fatal injury or accident causing death	Rs. 10,00,000/- per person
b.	Major injuries or accident causing 25% or more permanent disablement	Rs.2,00,000/- per person

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act, 1923. The amount shall be deposited with NETC (Owner) within 48 hours of the incidence and shall be passed on to the person mentioned above. The same shall be in addition to the compensation payable under the relevant provisions of the Workmen's Compensation Act, 1923 and rules framed there under or any other Applicable Laws as applicable from time to time. In case the Contractor does not deposit the above mentioned amount with NETC (Owner), such amount shall be recovered by NETC (Owner) from any monies due or becoming due to the Contractor under the Contract or any other contract. Such right of the NETC (Owner) shall be without prejudice to any other rights and remedies that the NETC (Owner) may have under the Contract for breach by the Contractor to comply with its obligations relating to safety.

20. Statutory Compliance

Contractor shall in its performance of the contract and carrying out of the works ascertain comply with all relevant statutory laws and directives, etc. as indicated below as applicable.

- a) Compliance with Minimum Wages Act, Workmen's Compensation Act, and other applicable laws.
- b) The Contractor shall provide details of PF, ESI, Labour License and Service Tax Registration details, PAN etc., as applicable to the NETC (Owner) for release of monthly payments. Compliance related to PF/ ESI/ Services Tax etc. as applicable may be submitted with each monthly bill.
- c) Compliance with all safety rules and regulations of the project.

21. Confidentiality

21.1.1. The Contractor shall not, without the previous written consent of the NETC (Owner), use, copy, publish, disclose or otherwise deal with nor cause nor permit its Sub-Contractors or any persons for whom it is contractually or otherwise responsible for to use, copy, publish, disclose or otherwise deal with any Confidential Information, other than for the performance of its obligations under the Contract.

21.1.2. Nothing contained in the foregoing shall render the Contractor liable for breach of any of the obligations contained in this clause if such knowledge or information constitute 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

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- the time of disclosure and was not acquired, directly or indirectly, from the NETC (Owner); or
- b. is disclosed to the employees, agents, Contractor 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 the NETC (Owner) of such requisition and proposed disclosure prior to the making of such disclosure.
- 21.1.3. The Contractor shall not make any announcements in any manner in respect of the execution of the Works or any matter pertaining to the Facilities without the prior consent of the NETC (Owner).

22. Indemnification

- 22.1.1. Notwithstanding anything contained in the Contract, the Contractor hereby indemnifies and holds harmless the NETC (Owner) and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, liabilities, damages, costs, and expenses of whatsoever nature including attorney's fees and expenses, which the NETC (Owner) may suffer as a result of any breach of the terms of the Contract, any negligence or willful misconduct, any misrepresentation on the part of the Contractor and its Sub-Contractors. The contravention of any law or any default under any law, any infringement of the intellectual property rights of a third party including but not limited to infringement of patent by reason of: (a) the creation of the Facilities by the Contractor or the use of the Facilities or the Contractor's Documents; or (b) the sale of the products produced by the Facility in any country; or (c) the unauthorized use by the Contractor of any of the NETC (Owner)'s Documents.
- 22.1.2. Such indemnity shall cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facility or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement. Any responsibility and liability in such matters shall be mutually discussed and settled as and when any event occurs.
- 22.1.3. If any proceedings are brought or any claim is made against the NETC (Owner) arising out of the matters referred to above, the NETC (Owner) shall promptly give the Contractor a notice thereof and the Contractor shall at its own expense and in the NETC (Owner)'s name conduct such proceedings or claims and any negotiations for the settlement of any such proceedings or claims. If the Contractor fails to notify the NETC (Owner) within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the NETC (Owner) shall be free to conduct the same on its own behalf, at the risk and cost of the Contractor. Unless the Contractor has so failed to notify the NETC (Owner) within the twenty-eight (28) day period, the NETC (Owner) shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

23. Subletting and Assignment

No part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by Contractor directly or indirectly, to any person, firm, or corporation whosoever, without the NETC (Owner)'s prior consent in writing. Notwithstanding the above, Contractor shall have the right to assign or subcontract Services to any of its affiliated companies. Such assignment or subcontracts shall not relieve or affect the responsibility of Contractor under the Contract.

24. Arbitration

- 24.1.1. If either party refers any disputes or differences for arbitration in accordance with this **clause**, then such disputes or differences shall be settled by arbitration in the manner provided herein below:
- 24.1.2. The arbitration shall be conducted by an Arbitral Tribunal of three arbitrators, one each to be nominated by the Contractor and the NETC (Owner) and the third presiding to be appointed by both the nominated arbitrators. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- 24.1.3. The language of the arbitration proceedings and that of the documents and communications between the parties shall be in English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi.
- 24.1.4. The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 24.1.5. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
- 24.1.6. Where, the Parties mutually agree that it is beneficial for the completion of the Facility, resolution of any Dispute between the NETC (Owner) and the Contractor, in respect of which an arbitration notice has been given, may be resolved in the same arbitration proceedings by the same set of Arbitrators in which any dispute between the NETC (Owner) and any of the Lenders or the Long Term Transmission Customers or any other party or parties engaged in relation to the Works (including the Sub - Contractors), Related Works and the Completion of the Facilities (the "Related Dispute") or for such Related Dispute is referred. Such Disputes shall be dealt as mentioned below :-
 - a. the Dispute between the NETC (Owner) and the Contractor shall be referred to the arbitrator appointed or to be appointed in respect of the Related Dispute and be determined by the said arbitrator contemporaneously with the determination of such Related Dispute;
 - or

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- b. the Related Dispute may be referred to the arbitrators appointed or to be appointed in respect of the Dispute and determined by the said arbitrator contemporaneously with the determination of the said Dispute.

24.1.7. In the event that a dispute is pending, including where it has been referred to arbitration, the parties shall continue to perform their respective obligations under the Contract to the extent unrelated to the subject-matter of the dispute unless the entire Contract has been terminated. Such performance shall however be without prejudice to the outcome of the resolution of the dispute under this clause.

25. Suspension

25.1.1. The NETC (Owner) may at any time, suspend and reinstate execution of performance the whole or any part of the Works by the Contractor. Any orders for suspension or reinstatement of the works will be issued by the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

25.1.2. Upon the issuance of instructions to suspend the Works as contemplated in the the Contract, the Contractor shall:

- a. Suspend the Scope of Works to the extent specified by the NETC (Owner) 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 the NETC (Owner).
- c. Use all reasonable endeavors to suspend the Scope of Works, on the most favourable 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.

25.1.3. At any time after such suspension, the NETC (Owner) may instruct the Contractor to resume execution of the suspended Scope of Works. 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 work shall resume as expeditiously as possible after the receipt of such withdrawal of suspension notice in accordance with the instructions of the NETC (Owner) in respect of the resumption.

25.1.4. If the suspension of Work is not attributable to Contractor's default, the NETC (Owner) shall be liable to pay to the Contractor, the price for the Scope of Work done and additional cost or expenses incurred by Contractor due to this suspension against submission of documentary evidence and proof to the satisfaction of the NETC (Owner).

26. Termination

26.1. Termination for NETC (Owner)'s Convenience and on termination of the Transmission Services Contract

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- 26.1.1. The NETC (Owner) may at any time terminate the Contract for any reason by giving the Contractor a thirty [30] days notice of termination.
- 26.1.2. The Contract shall automatically terminate and cease to be effective on the date of termination of the NETC (Owner)'s Transmission Services Agreement executed between NETC (Owner) and the Long Term Transmission Customers.
- 26.1.3. In the event that the termination of the Transmission Services Agreement 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 including any Sub-Contractor appointed by the Contractor, then the Contractor shall not be entitled to any further payments under the Contract and shall be responsible for all losses, liabilities, claims, costs, expenses and consequences arising to the NETC (Owner) in respect of such termination.

26.2. Termination on Contractor's Default

- 26.2.1. In the event of a default under the Contract by the Contractor, the NETC (Owner) may, without prejudice to any other rights it may possess under the Contract, give a 30 days 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 fourteen (14) days of its receipt of such notice, then the NETC (Owner) may terminate the Contract forthwith by giving seven (7) days notice of termination to the Contractor.
- 26.2.2. Upon receipt of the notice of termination the Contractor shall at its own cost, either immediately or upon such date as is specified in the notice of termination,
 - a) cease all further work, except for such work as the NETC (Owner) may specify in the notice of termination for the sole purpose of protecting that part of the Supplies already executed and vacate and cause all its Sub-Contractors, workmen, agents and representatives to vacate the Site,
 - b) Terminate all Subcontracts, except those to be assigned to the NETC (Owner) pursuant to paragraph (d) below;
 - c) deliver to the NETC (Owner) the parts of the supplies executed by the Contractor up to the date of termination;
 - d) assign to the NETC (Owner) all right, title and benefit of the Contractor in respect of the supplied items as on the date of termination and as may be required by the NETC (Owner) pursuant to any Subcontracts executed between the Contractor and its Sub-Contractors;
 - e) Deliver to the NETC (Owner) all Contractors' Documents prepared by the Contractor or its Sub-Contractors as on the date of termination in connection with the Element(s) and return all NETC (Owner)s' Documents including copies thereof in its possession.
- 26.2.3. The Contractor shall be entitled to be paid the Contract Price attributable to the supplies executed by them as of the date of termination. Any sums due to the NETC (Owner) 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.
- 26.2.4. Surviving Obligations

Termination of the Contract

- a. shall not relieve the Contractor of its obligations with respect to the confidentiality of information as set forth in the contract,
- b. shall not relieve the Contractor of any obligation herein that is expressly stated to survive termination,
- c. shall not limit or affect any provision of the Contract expressly limiting the liability of the Contractor or releasing the Contractor from any liability, and
- d. shall not relieve the Contractor of any obligations or liabilities including indemnity arising under the Contract on or before the date of such termination.

27. Force Majeure

Force Majeure means an event or circumstance or combination of events or circumstances beyond the direct or indirect control of the party affected (the “**Affected Party**”) that: (i) is not attributable to the other party; (ii) could not be reasonably foreseen or prevented even upon the exercise of due diligence and Good Industry Practice; including but not limited to:

- 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 thirty (30) 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 the NETC (Owner) to perform its obligations under the Project Documents or any unlawful, unreasonable or discriminatory refusal to grant any other Clearances required by the NETC (Owner) for the development/ operation of the Facility;
- d. any other unlawful, unreasonable or discriminatory action on the part of a Competent Authority which is directed against the Facilities,
- e. 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;
- f. radioactive contamination or ionizing radiation originating from a source in India or resulting from any other event of Force Majeure mentioned in paragraph (e) above, 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; or
- g. Industry wide strikes and Labour disturbances, having a nationwide impact in India.

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. for the execution of the Works.

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- b. Delay in the performance of the Sub - Contractors or agents
- c. Non-performance resulting from normal wear and tear typically experienced in transmission materials and equipment; and
- d. Strikes or labour disturbance at the facilities of the Affected Party
- e. Insufficiency of finances or funds or, this Agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the affected party's negligent or
- g. Intentional acts, errors or omissions, failure to comply with Indian Law and breach of, or default under this Agreement or any Project document.

Effect of Force Majeure Event

- a. Neither party shall be considered to be in default or in breach of its obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force Majeure, which arises after the Effective Date of the Contract. Each party shall be responsible for the respective costs incurred by such party as a result of or in relation to the occurrence of an event of Force Majeure or in respect of the actions to be taken by the Affected Party in respect thereof.
- b. In case if the Contractor wants to claim the occurrence of Force Majeure, the party 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. Notwithstanding anything contained in this clause, in case the relief under this clause is claimed by the Contractor, on the basis of which NETC (Owner) claims relief with Competent Authority under Transmission Service Agreement, however the same is rejected either fully or in part by the Competent Authority then Contractor will not be entitled to the relief under this clause to the extent it is rejected/denied. The parties agree to put in best efforts, jointly while seeking relief with the Competent Authority.

28. Applicable Law

This Bid and its subsequent Contract and its amendments thereof shall be construed in accordance with and governed by the laws of India and in the event of any litigation the courts in Delhi shall have exclusive jurisdiction.

29. Risk Purchase and right to assign other Contractor in case of default by the Contractor

- 29.1.1. Upon default of contractual terms and conditions of the Contract, the NETC (Owner) reserves the right to terminate/discontinue the scope of work at any point of time during the execution of contract.
- 29.1.2. In the event of dissatisfactory Works or any failure at any time on the part of the Contractor to comply with the terms and provisions of the Contract to the satisfaction of the NETC (Owner), the NETC (Owner) shall be entitled to make alternative arrangements as deemed necessary at the risk and cost of the Contractor apart from the other remedies available in the Contract, without assigning any reason whatsoever. The same shall be done for the following:

If the Contractor

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- a) Neglects/fails repeatedly to execute the Contract or any part item of the Contract at any point of time and manner as required in meeting the time schedule.
- b) Refuses or neglects to comply with any reasonable orders given to him/communicated by the NETC (Owner) in connection with the Contract.
- c) Contravenes the provisions of the Contract.

NETC (Owner) may give notice in writing to Contractor to make good the loss on account of neglect or contravention complained of:-

- i. If the Contractor fails to comply with the notice within fifteen (15) days (in case of Breakdown maintenance on immediate basis) from the date of notice thereof, then in such case the NETC (Owner) shall be at liberty to employ other agencies and forthwith execute such part of the Contract as Contractor have failed/neglected to perform.
Or
 - ii. If the NETC (Owner) shall consider it to be fit, it shall be lawful for him without prejudice to any other rights to withdraw the 'Scope of work' either wholly or in part, out of Contractor's scope and assign the same to any other entity to complete the Contract or any part thereof.
And
 - iii. NETC (Owner) shall be entitled to retain and supplement balance Scope of work, which may otherwise be due in the Contract as the case may be. If the cost of completing the Contract or executing a part thereof as aforesaid exceeds the balance due to Contractor as per agreed schedule, the Contractor shall pay such excess amount incurred by the NETC (Owner) without any protest or delay. Such payment of excess amount shall be independent of the Disincentive for delay, which Contractor shall have to pay if the completion of 'Scope of Work' is delayed.
- 29.1.3. The choice of options mentioned above shall be sole and exclusive right of NETC (Owner) and the Contractor accepts and confirms it. Further the Contractor declares that in case of revocation of this clause, Contractor shall not dispute or contest the rights of NETC (Owner) in this regard.
- 29.1.4. Risk purchase shall be done at Contractor's cost and risk and the same shall be deducted from Contractor's invoice with additional 10% (Ten Percent) as expenses to administer the said risk purchase over and above the risk purchase cost.
- 29.1.5. This Clause shall not entitle Contractor to reduce the value of the Contract Performance Bank Guarantee nor its validity period. The Performance Guarantee shall remain valid for the entire period as originally stipulated in this RFP

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SPECIAL CONDITIONS OF CONTRACT (SCC)

In these Special Conditions of Contract, all terms and expressions used but not defined herein, shall have the meanings ascribed thereto in the General Conditions of Contract (GCC). Where ever there is any conflict between the terms and conditions of the GCC and the SCC, the SCC shall prevail over GCC.

OPERATION & MAINTENANCE OF THE LINES

1. **Scope:** The scope shall include all maintenance activities as may be required from time to time so as to achieve the specified 'Target annual Availability' of Transmission Line and that of NETC. The Scope is specified in the Technical specification attached.
2. **Availability:** Availability calculation shall be as provided in the CERC's Regulation on Tariff for the period 2009-14 and modified/amended from time to time. For the purposes of this contract, the 'Availability' of Transmission Line & that of NETC shall be as accepted/declared by CERC in the Tariff Regulation referred above and as modified/amended from time to time.
3. **Target annual Availability:** The Contractor shall endeavor to achieve the 'Target Annual Availability' above 99.0%, during each financial year, for Transmission Line.
4. **General Instructions**
 - a) The Contractor is required to take all the safety measures for his staff during the execution of work. NETC shall not be responsible for any injury to the staff of Contractor. The Contractor before starting the work shall obtain clearance/permission from site in charge. The work shall be carried out strictly in presence of site in charge.
 - b) Contractor must have valid Electrical license issued by the Chief Electrical Inspector and shall keep it validated throughout the period of Contract.

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- c) Contractor shall have to attend to the Breakdowns/Emergency maintenance works on 2 – Hours/very short notice/telephonic message even during odd hours as detailed in Technical Specification.
- d) The Contractor shall possess and provide at site, the required T&P of reputed make/quality, suitably calibrated essential for executing various maintenance work pertaining to 765kV &400KV Lines such as replacement of insulators, Tension H/W fittings, re-sagging of conductors/earth wire, providing mid-span joints/repair sleeves, trimming of trees, digging of soil etc.
- e) Contractor shall arrange proper lighting arrangement at work site at his own cost wherever required. No water, electricity, T&P etc. shall be provided to the Contractor. Petty items required for work shall be arranged by the Contractor on his own cost.
- f) The Contractor shall depute qualified, experienced and trained supervisor and other skilled laborers to execute the work.
- g) Contractor shall depute more than one gang whenever required as per site requirement.
- h) If the Contractor fails to respond within a reasonable period of time to attend the work in emergency, the same shall be got done through some other agency & the extra expenditure (if any) so incurred, shall be deducted from the bills of the Contractor.
- i) NETC reserves the right of dividing the work. Order can be spitted to more than one Contractor.
- j) Contractor shall strictly adhere to the safety regulations & Electricity regulations/Act.

5. **Bank Guarantees**

- a. The Advance Bank Guarantee (“ABG”) shall be unconditional and irrevocable for a sum equivalent to Ten percent (10%) of the Contract Price which shall be initially kept valid up to the scheduled completion date, with an additional three (3) month claim period. The validity of the ABG shall be extended by the Contractor from time to time till ninety (90) days beyond the actual date of Completion of the Scope of work for the Element.
- b. The Contract Performance Bank Guarantee (“CPBG”) shall be unconditional, irrevocable and for a sum equivalent to Ten Percent (10%) of the Contract Price.
- c. The Contract Performance Bank Guarantee for the performance of Contract during execution shall be valid up to scheduled completion date, plus 3 months for claim period and shall be extended from time to time for a period up to ninety (90) days till the actual date of completion. This CPBG is to be submitted along with ABG and the same shall be unconditional, irrevocable for a sum equivalent to Ten percent (10%) of the Contract Price.
- d. The Bank Guarantees for ABG and CPBG to be provided by the Contractor should be issued by Scheduled Indian Bank acceptable to the NETC (Owner). The CPBG for 10% of Contract Price shall be submitted within 7 days from the award of LOA.
- e. The Contractor understands and accepts that the submission of the Bank Guarantees are the integral part of the Contract and any delay on this account will lead to the breach of

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- the Contract and would expose Contractor to other actions available under this Contract and in law.
- f. Upon enforcement of the Contract Performance Guarantee by the NETC (Owner), the Contractor shall ensure that the Contract Performance Guarantee is reinstated for the full value for which it is required to be maintained.
 6. **Permit to Work:** NETC shall provide the required documents to the Contractor for obtaining the required approvals from the designated authorities for the grant of 'Permit to Work' for carrying out maintenance activities. However the Contractor shall be responsible for coordinating the same.
 7. **Right of Way and Crop/Tree compensation:** The Contractor shall take due care in carrying out his activities that they do not raise any 'Right of way' issues which may appear during the execution of the work under the scope of this tender. He shall also be responsible for resolving all 'Right of way' issues at his own cost. NETC shall however provide the required assistance. Any damage to the crop, tree cutting compensation or any Crop/tree compensation arising out of the said Maintenance activities shall be to Contractors account.
 8. **Spares:** NETC shall provide the spares for each line as initial 'inventory of Spares'
 9. **Contract duration:** The overall contract shall be for a period of 36 months from the Effective Date of Contract. The Performance of the Contractor shall be reviewed on yearly basis. In case the performance is found to be un-satisfactory; the NETC (Owner) retains the right to terminate the contract forthwith.
 10. **Extension of Contract:** The contract shall be considered for further extension for a period of additional 24 months at the mutually agreed terms based on the performance of the Contractor.
 11. **Prices:** The Contract prices, inclusive of all taxes and duties and service tax quoted for 60 months shall be 'firm' on annual basis.
 12. **Unit Rates To Be Quoted for:**
 - a) Unit rates for specialized manpower shall be quoted for 'Breakdown maintenance'.
 - b) The Contractor shall also quote the 'Unit Rates as per Annexure 7' for the Maintenance activities of 'Hot Line maintenance'
 - c) The Contractor shall also quote for Deployment of suitable 'Emergency Restoration System (ERS)' as and when required.

Contractor shall give an additional quote of Unit Rates for deployment of ERS. It is the Contractors responsibility to ensure timely availability of Emergency Restoration System (ERS) during breakdown, organizing, managing and implementing the same at the time of breakdown.

The rates quoted for items at (a), (b) and (c) above shall be applicable during the contact period in case of requirement. However, these rates shall not be considered for the purpose of evaluation.

13. **Payment Terms and Guarantees**

- a) 10% of the Contract Price shall be paid as Mobilization Advance against submission of Advance Bank Guarantee of equivalent value and Performance Bank Guarantee of 10% of the Total Contract price and site mobilization along with submission of an Undertaking by the Contractor for material handed over by NETC as initial spares
- b) 80% of the annual contract price shall be released monthly on pro-rata basis after certification.
- c) Balance 10% after 12th month after handing over and reconciliation of spares for the year.

14. **Taxes & Duties:** No taxes and duties including service tax shall be payable since the price is inclusive of all taxes and duties. Income Tax, as applicable shall be deducted from invoices and necessary TDS certificates shall be issued in this regards.

15. **Contractor's Obligation**

- a) Contractor warrants that all Services will be in accordance with currently accepted professional engineering standards and practices for services of a similar nature.
- b) The Contractor shall furnish the NETC (Owner) such information relating to the services and the Project as the NETC (Owner) may require from time to time upon reasonable request.
- c) The Contractor shall take due care in carrying out his activities that they do not raise any 'Right of way' issues. He shall also be responsible for resolving all 'Right of way' issues at his cost. NETC (Owner) shall however provide the required assistance"
- d) **Tools & Plants:** The Contractor shall arrange for all 'Tools & Plants including vehicles of office and patrolling, accommodation, stores etc. at his cost, as may be required for timely completion of each activity.
- e) **Office Setup:** Space for setting up of offices by the Contractor at his own cost.
- f) **Stores:** The Contractor shall setup the required number of Stores at his own cost. Periodically spares shall be issued to The Contractor from stores of NETC. Contractor shall take suitable storage insurance policy (on behalf of the NETC (Owner)) for INR 5 crores for the spares provided by the NETC (Owner) against loss due to theft, damage, pilferage, fire etc. The Contractor shall settle all claims with the 'Insurance Company'. The Insurance premium shall be reimbursed at actuals by the NETC (Owner) upon production of supporting documents.
- g) **Reports:**
 - The Contractor shall submit periodic progress reports of his activities. These reports shall be fortnightly, monthly and annual. The Reports shall clearly identify the location wise 'defects/deficiencies' noticed, the maintenance carried out together with the inventory status of the spares held in his stores. A consolidated report for each Line shall also be submitted at the end of each year.

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- Contractor shall also coordinate for collection of monthly line healthiness report generated by the concerned authorities during operation of line and shall submit the same alongwith the Monthly availability of the line to NETC.
- MIS and record keeping of the historical data of the Line shall also be in the scope of the Contractor.

h) **Safety:**

- The Contractor shall adopt the required measures to prevent an accident or cause injury to the manpower deployed. The Contractor shall ensure that the manpower deployed is suitably trained and uses the necessary 'safety harnesses, rubber gloves, insulated shoes, etc' while encountering any risk/hazard. First-aid boxes, duly equipped, shall be provided at the required locations. Contractor shall provide the required compensation to the effected person/family in case of an injury/fatal accident.
- The Contractor shall take adequate measures to prevent or cause any damage to the environment
- Contractor shall take necessary Insurance cover for manpower deployed for this project and shall also be responsible for all Statutory Approvals and compliances.

16. **NETC (Owner)'s Obligation**

- a) NETC (Owner) shall provide the Contractor with pertinent data and information on a timely manner and shall provide assistance to the Contractor as may be required for the carrying out of the Services including without limitations all of the data, information and assistance identified or referenced in the Proposal. Contractor shall, in performing the Services, be entitled to rely upon such data and information.
- b) NETC (Owner) shall also appoint Maintenance In-charge to represent the NETC (Owner), with authority to confer with Contractor and to make decisions promptly as required to facilitate the progress of Services, including the authority to approve proposed actions by Contractor, the detailed drawings and specifications and other data required for the Project.
- c) NETC (Owner) shall pay the price of the Services in accordance with the terms and conditions of the Contract.
- d) NETC (Owner) shall provide one set of the below mentioned documents to the Contractor for smooth execution of work as per (SCC for Operation & Maintenance):
 - Approved Plan and Profile drawings
 - Tower spotting data
 - Sag tension calculations of conductor and earthwire
 - Approved tower schedule
 - Approved stringing chart
 - Approved structural drawing and BOQ for normal, extension and strengthened tower
 - Approved drawings for hardware fittings, insulator, conductor, earthwire and tower accessories.
 - Approved transposition scheme
 - Approved foundation drawings including pile foundation

- Continuity certificate of OPGW.
- e) **Insurance:** Insurance or otherwise self insurance reserve of the Asset i.e. Transmission Line shall be taken up by NETC (Owner), however any paperwork, documentation for the same for filing of claims shall be taken up by the Contractor.
- f) NETC (Owner) shall provide the required documents for the grant of 'Permit to Work' as per clause 8 above.
- 17. **Service Level Agreement**
 1. It is recognized and understood between Contractor and NETC (Owner) that deployment of qualified and experienced manpower as per the Proposed Organization Chart (**Annexure-6**) is necessary and essential to execute the Scope of Work as per specified standards and the time schedule and key human resources as approved by the NETC (Owner) such as Project Manager, line in-charge etc. will be continuously deployed during execution of contract.
 2. Penalties for non addressal, Deficient Manpower/Services, Non- Compliance shall be as per clause no. 15 of the Technical Specification. However, the same shall be levied upon certification of the NETC (Owner)'s Maintenance In-charge
 3. For the sake of clarity, it is understood by the Contractor that the provision this Article does not stop NETC (Owner) to initiate any other action for Safety non-compliance/ non-addressable of Quality Standards against the Contractor as available under this Contract and in law.

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