

Tender Ref. No.: NETC/Ghy/OTE/Drone-Pat/2026-27/16

VOLUME -II

GCC & SCC

Tender Ref. No.: NETC/Ghy/OTE/Drone-Pat/2026-27/16

North East Transmission Company Ltd.

2C, 3rd Floor, DMRC Building, Corporate Park,

Sector- 21, Dwarka, New Delhi-110077

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. SCOPE OF WORK:

The Scope of Work and the Project Profile is provided in 'Special Conditions of Contract (SCC)' attached herewith.

2. METHODOLOGY OF ORDER PLACEMENT:

LOA shall be released immediately to the successful Contractor (contractor).
The date of LOA shall be the Effective Date of the Contract.

3. CONTRACT DURATION:

The contract shall be for a period as mentioned in the SCC of the respective scope of works.

4. PRICE BASIS:

The prices shall be quoted shall be 'firm' during the currency of contract.

5. Contract Performance Bank Guarantee (CPBG)

The successful Bidder will provide to NETC a Contract Performance Guarantees for ten percent (10%) of the total Contract Price (excluding GST) within 30 days from the issuance of LOA.

Performance Bank Guarantee (PBG) shall be valid for 3 months (claim period) after the TOC. CPBG shall be released to contractor after successful completion of the scope of works in all respect and issuance of T.O.C. (Taking Over Certificate) by Engineer-In-Charge.

6. PAYMENT TERMS:

The Terms of payment are mentioned in the SCC.

7. TAXES & DUTIES

- a) The price shall be inclusive of GST and other taxes & duties, if any, as applicable as per the statute.
- b) Income Tax (TDS) shall be deducted at source as per income tax Act.

8. Statutory Variation in GST after the date of order shall be borne by the NETC as per actuals.

9. PROPRIETARY RIGHTS OF THE NETC (OWNER) ON DOCUMENTATION:

All the **documentation**, reports, 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 materials 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.

10. LIMITATION OF LIABILITY:

- 11.1 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 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 or otherwise, for any indirect loss or damage suffered by the Contractor.
- 11.2 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.

11. INSURANCE:

- 12.1 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.

13. NETC - ENGINEER-IN-CHARGE:

- 13.1 NETC (Owner) will appoint a person to represent him to be termed as “**Engineer-In-charge**”. The Engineer-In-charge 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 Engineer-In-charge, except as herein otherwise provided.

- 13.2 The Engineer-In-charge shall have full power and authority to supply to the Contractor from time to time, during the progress of the Works, instructions as the Engineer-In-charge shall consider necessary for the purpose of the proper and adequate execution of the Works.
- 13.3 Except as otherwise expressly stated in this Contract, the Engineer-In-charge 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.
- 13.4 Any proposal, inspection, examination, testing, consent, approval or such similar act by the Engineer-In-charge (including absence of communication or disapproval) shall not relieve the Contractor from any responsibility hereunder.
- 13.5 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 Engineer-In-charge, if such instructions, acts or deeds exceed or fall outside the purview of the Engineer-In-charge's authority, specified under this Contract, nothing contained herein shall be construed to confer upon the Engineer-In-charge the authority to amend the Contract.

14 CONTRACTOR'S MANPOWER:

- 14.1 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. 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. 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.
- 14.2 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) 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. 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 SITE REGULATIONS AND SAFETY:

- 15.1 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. 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.

- 15.2 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.
- 15.3 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.
- 15.4 The Contractor shall be responsible for keeping any unauthorized persons of 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 COMPLIANCE WITH LABOUR REGULATIONS:

- 16.1 During the course of performance of the Contract, the Contractor 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.
- 16.2 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.
- 16.3 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 noncompliance 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 PROTECTION OF ENVIRONMENT:

- 17.1 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.
- 17.2 The Contractor shall and shall ensure that they abide at all times by all Applicable Laws on environmental protection.

18 SAFETY PRECAUTIONS:

- 18.1 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,
- 18.2 The Contractor shall ensure proper safety of all the workmen on the Site, materials, Items 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.

Safety Rules

- a. Each of the Contractor's Personnel shall be provided with initial introduction 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. 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.

- f. 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. The safety belt should be securely anchored in closed part while climbing the tower instead of anchoring in step bolts while climbing the towers by the fitters. Such provisions will safeguard personnel in the event of an incident, minimizing the risk of safety harness malfunction.
 - g. Any act of negligence, non-compliance with prescribed safety measures, or failure to report safety hazards, will result in penalties and may lead to immediate termination of the contract. Additionally, any small but repeated safety oversights that compromise workplace safety should be subject to progressive disciplinary action, including financial penalties, suspension, and, in extreme cases, contract termination. This will reinforce accountability and emphasize the importance of maintaining a safe working environment at all times.
 - h. **Vigilant Supervision:** Supervisors must maintain constant vigilance from ground level to guide workmen effectively during climbing and tower maintenance operations.
 - a. **Enhanced Contractor Accountability:**
Ensure greater accountability from the contractor in implementing and adhering to safety protocols in line with NETC Safety Manual. The Safety Meet by the Contractor should be held on monthly basis instead of quarterly to enhance ongoing safety monitoring and improvements.
 - b. **Restricted Mobile Usage:** Strict prohibition of mobile phone usage while climbing the tower to prevent distractions and instead use walkie-talkies for communication. Further, it is recommended to use a dedicated digital camera to capture before and after rectification job images instead of mobile phones.
 - c. **Conducting Safety pep talks and Site Visit by Site Safety Officer:** Conducting pep talk by NETC site safety officer on D-1 basis and on the day during the shutdown work and report to the in charge/supervisor of the respective site sections for the safety precaution/procedures to be followed during the work to be carried out. Also, conducting visit to every site office by the site safety officer for mock drill at least at an interval of 2 months. Necessary monitoring to be done time to time.
- 18.3 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 STATUTORY COMPLIANCE:

- 19.1 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 for the scope of works.
 - b) Compliance with all safety rules and regulations of the project.

20 CONFIDENTIALITY:

- 20.1 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.
- 20.2 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 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.
- 20.3 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).

21 INDEMNIFICATION:

- 21.1 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.

- 21.2 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.
- 21.3 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.

22 SUBLETTING AND ASSIGNMENT:

- 22.1 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.

23 ARBITRATION:

- 23.1 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:

- 23.1.1 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.
- 23.1.2 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.
- 23.1.3 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.
- 23.1.4 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
- 23.1.5 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
 - 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.
 - c. The venue of the arbitration shall be Delhi.

- 23.1.6 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.

24 SUSPENSION:

- 24.1 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 TERMINATION:

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

- 25.1.1 The NETC (Owner) may at any time terminate the Contract for any reason by giving the Contractor a thirty [30] days notice of termination.

25.2 Termination on Contractor's Default

- 25.2.1 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.

- 25.2.2 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) 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.

25.2.3 The Contractor shall be entitled to be paid the Contract Price attributable to the services 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.

25.2.4 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.

26 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;
- 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.

26.1 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. Incase 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.

27 APPLICABLE LAWS:

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.

28 RISK PURCHASE AND RIGHT TO ASSIGN OTHER CONTRACTOR IN CASE OF DEFAULT BY THE CONTRACTOR:

- 28.1 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.
- 28.2 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

- 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.

- 29.3 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.
- 29.4 Risk purchase shall be done at Contractor's cost and risk and the same shall be deducted from Contractor's invoice with additional 15% (Fifteen Percent) as expenses to administer the said risk purchase over and above the risk purchase cost.
- 29.5 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 to them in the General Conditions of Contract (GCC). Wherever there is any conflict between the terms and conditions of the GCC and the SCC, the provisions of the SCC shall prevail over those of the GCC.

1. SCOPE OF WORKS:

- i) The scope of the proposal shall be based on single Bidder's responsibility, completely covering all the equipment and materials specified, required to complete the work. It will include the following:
- ii) Drone Patrolling of NETC 400 kV D/C Palatana – Bongaigaon Transmission Line of route length of 100 KM and Generation of visual and thermal reports along with the secondary report generated through AIML. The Final Report shall include the following:
 - a. Tower wise Images (Visual & Thermal)
 - b. Patrolling spreadsheet.
 - c. Condition of the tower structure
 - d. Condition of insulators
 - e. Condition of conductors
 - f. Danger board/Anti-climbing availability
 - g. Status of jumpers
 - h. Structure of grounds
 - i. Condition of earth wire and stay wire
 - j. All hardware fittings.
 - k. Hot spot analysis
 - l. Condition of joints of conductors
 - m. Generation of visual and thermal reports along with the secondary report generated through AIML.

Note: All the reports shall be submitted by the contractor in two sets of the hard copies in booklet form along with the soft copy in the pen-drive.

- a. A technical on-site representative of the contractor has to be present throughout the period of the inspection.
- b. It is the responsibility of the Contractor to obtain requisite statutory permissions/compliances as governed by central/state government including permission from local authority and forest department for inspection of the Transmission Line of NETC.
- iii) The cost towards transportation of equipment and manpower, including boarding, lodging, and fooding of the manpower deployed for the work, shall be entirely under the scope and responsibility of the successful bidder. The bidder shall accordingly consider and include all such costs in the quoted BOQ rates.

2. TERMS OF PAYMENT:

2.1 100% (one hundred percent) of contract value including applicable GST as per Contract shall be paid on submission of the following documents.

- (i) Contractor's unconditional acknowledgement of the Letter of Award.
- (ii) GST Invoice/Bill, having GST no. of NETC (i.e., 16AACCN9012A1Z0).
- (iii) Completion Certificate, issued by Engineer-In-Charge. Completion certificate/ Taking Over Certificate (TOC) shall be issued after the completion of the work and submission of all the reports and documents.

3. MODE OF PAYMENT:

3.1 Payments shall be made promptly by the Owner within 30-days of receipt of Contractor's invoice complete in all respect and supported by the requisite documents, if any. All the payments shall be released to the Contractor directly through e-payment mechanism. However, request for Account Payee Cheque shall be considered based on the merit of the case.

3.2 NO ADVANCE PAYMENT SHALL BE MADE AGAINST THE SUBJECT PACKAGE.

3.3 All payments shall be made in Indian Rupees only.

3.4 NETC shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the contractor.

4. Bank Guarantees

a. Contract Performance Bank Guarantee (CPBG) / Performance Security:

- (i) The successful Bidder will provide to NETC a Contract Performance Guarantees for ten percent (10%) of the total Contract Price (excluding GST) within 30 days from the issuance of LOA.
- (ii) Performance Bank Guarantee (PBG) shall be valid for 3 months (claim period) after the TOC (Taking Over Certificate).
- (iii) Bank Guarantee shall be in the Form attached hereto in the **Annexure-4 of ITB (Volume-I)**.
- (iv) Bank Guarantee towards CPBG, shall be returned/released to the Contractor after issuance of T.O.C. (Taking Over Certificate) by Engineer-In-Charge at the end of the contract.

b. Forfeiture of Contract Performance Bank Guarantee (CPBG)/ Security Deposit:

In case the contractor fails to carry out the work or perform or observe any of the

conditions of the contract, the security deposit shall be forfeited without prejudice to any other right or remedy of NETC to which it is entitled.

- c. This CPBG is to be submitted and the same shall be unconditional, irrevocable for a sum equivalent to Ten percent (10%) of the annual Contract Price.

5. INSURANCE:

- 5.1 The Contractor shall take all necessary insurance policies for an appropriate value so as to cover all risks required as per statute. The said insurance policies shall also cover miscellaneous accidents workman compensation risks, Contractor shall also take Third party Liability insurance, Personal Accident Insurance in respect of Contractor's Supervisory Personal and workmen and such other insurance as required as per statute.
- 5.2 Insurance for the manpower involved shall be taken by supplier on his own cost & risk.
- 5.3 NETC shall not pay any amount extra for the cost involved of the insurance to be taken for above points.

6. GENERAL INSTRUCTIONS/ SAFETY GUIDELINES:

- i) Contractor should visit the work site to assess site conditions, and other necessary requirements to perform the intended work.
- ii) All the safety compliances for the execution of the work shall be complied by the contractor on his risk & cost.
- iii) During execution of the work, all safety precautions should be taken as per contract/LOA terms and conditions and instructions of Engineer In-charge.

7. COMPLETION PERIOD:

The time schedule for completion of work and the delivery of the reports and documents in all respect shall be **06(six) months** from the date of issuance of Letter of Award (LOA).

8. QUANTITY VARIATION/CHANGE OF QUANTITY:

During the execution of the contract, NETC reserves the right to increase or decrease the quantities of the items under the contract but without any change in the base unit price identified in the contract, and other terms & conditions. However, such variations shall not be subject to any limitation for the individual items but the total variation in all such items under the contract shall be limited to **±10 %** (Ten Percent) of the contract price.

9. LIQUIDATED DAMAGES FOR DELAY:

If the Contractor fails to successfully complete the entire work within the stipulated time schedule as per the LOA, the contractor shall pay to the Owner as liquidated damages and not as penalty, a sum of 0.5% (half percent) of the contract price for each calendar week of the delay or part thereof, subject to a maximum of 5% (five percent) of the total Contract price.

10. RISK AND COST:

During the period of contract, if the contractor fails to complete the scope of work in all respect, the same shall be done by NETC at the risk and cost of contractor. The difference of Actual cost incurred by NETC plus 15% Overhead Charges and the amount payable to the contractor as per LOA, if he would have completed the same work, shall be recovered from the Contract Performance Bank Guarantee (CPBG) or, any other amount payable to the contractor.

11. CONTACT PERSON REGARDING BID:

Incharge (Contracts),
North East Transmission Company Limited,
2C, 3rd Floor, D-21, Corporate Park,
DMRC Building, Sector-21, Dwarka,
New Delhi, 110077.
Email: tender@netcindia.in
M: +91-9100463477.

12. SITE LOCATIONS:

Tower loc. Area - Agartala & Kumarghat (Tripura).

From Tower No. 260				up to Tower No. 480		
		Longitude	Latitude		Longitude	Latitude
1	Tower loc. 260	91.901944	23.905972	Tower loc. 480	92.072215	25.874905

13. JURISDICTION OF CONTRACT

Delhi Court alone shall have exclusive jurisdiction in all matters arising under this contract.

14. ARBITRATION:

The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 as amended up to date. Venue of the arbitration shall be Delhi.

END OF SCC