



SECTION 4: SPECIAL TERMS AND CONDITIONS
SUPPLY OF TRANSFORMERS FOR
ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

RFP NO.: TeCL/CC/TRANSFORMER/2025-26/11

Issued by

Terra Clean Limited (TeCL, A wholly owned subsidiary of IndianOil) 10th Floor, Tower 2,
NBCC Office Block, East Kidwai Nagar,
New Delhi-110023

(This document is meant for exclusive purpose of bidding against this specification and shall not be transferred, reproduced or otherwise used for purpose other than that for which it is specifically issued)




Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

Table of Contents

1.0	INTRODUCTION	4
2.0	DEFINITIONS	4
3.0	DELIVERY PERIOD	4
4.0	DELIVERY LOCATION	5
5.0	PRICE ESCALATION & DE-ESCALATION	7
6.0	PAYMENT TERMS	11
7.0	PERFORMANCE BANK GUARANTEE (PBG) / SECURITY DEPOSIT	11
8.0	SPECIAL TECHNICAL REQUIREMENTS	12
9.0	MAXIMUM LOSSES FOR POWER TRANSFORMER	13
10.0	INSPECTION CHECKING TESTING	13
11.0	EXPEDITING	14
12.0	WEIGHTS AND MEASUREMENTS	15
13.0	OIL & LUBRICANTS	15
14.0	SPARE PARTS	15
15.0	SHIPMENT / CONSIGNMENT	15
16.0	SHIPPING/ DISPATCH DOCUMENTS	16
17.0	INSURANCE	16
18.0	RESPECT FOR TIME OF DELIVERY	17
19.0	FORCE MAJEURE	18
20.0	REJECTIONS AND REPLACEMENT	18
21.0	INVOICING & NEGOTIATION OF DOCUMENTS	19
22.0	CANCELLATION	19
23.0	PATENTS AND ROYALTIES	20
24.0	GUARANTEE/DEFECT LIABILITY PERIOD	20
25.0	NON - WAIVER	21
26.0	ASSIGNMENT	21
27.0	VENDOR'S DRAWINGS AND DATA REQUIREMENT	22
28.0	TECHNICAL INFORMATION	22
29.0	SERVICES OF VENDOR'S PERSONNEL	23

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

30.0	ARBITRATION	23
31.0	VENDORS LIABILITY	23
32.0	LEGAL INTERPRETATION.....	24
33.0	LIMITATION OF LIABILITY	24
34.0	GOVERNMENT OF INDIA LIABILITY CLAUSE	24
35.0	SPECIAL CLAUSE ON TAXATION CLAUSES (SCT).....	25
36.0	SAFETY PROCEDURES AND PRACTICES:	28

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
 TERRA Clean Ltd. <small>A Wholly Owned Subsidiary of IOCL</small>	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

SPECIAL TERMS AND CONDITIONS

1.0 INTRODUCTION

- 1.1 Terra Clean Limited is a Wholly owned subsidiary of Indian Oil Corporation Ltd, a company registered in India under the Companies Act, 1956 invites tenders from bona fide and experienced Contractors of financial standing and reputation for the following job:

Name of Work:	Rate contract for Procurement of Transformer's for ISTS/ InSTS connected solar power projects at various locations across India
Tender No.	TeCL/CC/2025-26/XX

The quantity is Subject to variation as per actual requirement.


2.0 DEFINITIONS

- 2.1 **Owner** shall mean Terra Clean Ltd. (TeCL), a company incorporated in India having its registered Office at 10th floor, NBCC commercial complex, Block No.2, East Kidwai Nagar, New Delhi - 110023 and shall include its successors and assignees.
- 2.2 **Vendor:** Vendor shall mean the person, firm, company or Corporation or the successor thereof, to whom the Purchase Order is issued. For the purpose of this tender, "Vendor" wherever appearing in the NIT, ITB, STC/GCC or any other part of the tender documents shall be deemed to mean the Original Equipment Manufacturer (OEM).
- 2.3 **Inspector:** Inspectors or representatives deputed by Owner.
- 2.4 **Project:** Project or locations for which the material(s) is/are required.

3.0 DELIVERY PERIOD

- 3.1 Tentative Period of supply/Contract: as per NIT.
- 3.2 The delivery period shall be reckoned from the date of issuance of the respective Call-up Purchase Order (Call-up PO).

Group	Category	Rating	Maximum Quantity per Call-up PO	Delivery Period (from Call-up PO date)
Group A	Power transformer	Above 100 MVA	Up to 3 No's	14 months
		Below 100 MVA	Up to 2 No's	12 months
Group B	Auxiliary transformer	100 kVA & Above	Up to 2 No's	6 months

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
 TERRA Clean Ltd. <small>A Wholly Owned Subsidiary of IOCL</small>	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

Group	Category	Rating	Maximum Quantity per Call-up PO	Delivery Period (from Call-up PO date)
		Below 50 kVA	Up to 18 No's	4 months
Group C	Solar Inverter duty transformer	All ratings specified in tender document	Up to 10 No's	6 months
			Above 10 No's & Up to 18 No's	8 months


3.3 Transformer should be supplied as per technical specification detailed in section 5 of the Tender.

4.0 DELIVERY LOCATION

4.1 Transformers of various categories shall be delivered to the following project locations:


4.2 Group A: Power Transformer

SN	Tentative project Location	Transformer Rating	Tentative Quantities
a)	Lakhadia-II, Gujarat	140 MVA, 220/33 kV	2 No's
b)	Morena, Madhya Pradesh	165 MVA, 220/33/33 kV	2 No's
c)	Kurnool, Andhra Pradesh	130 MVA, 220/33 kV	3 No's
d)	Ananthapuram, Andhra Pradesh	165 MVA, 220/33/33 kV	2 No's
e)	Davangere, Karnataka	165 MVA, 220/33/33kV	2 No's
f)	Bhalgamda, Gujarat	165 MVA, 220/33/33 kV	2 No's
g)	Shahjhanpur, Uttar Pradesh	65 MVA, 132/33 kV	1 No
h)	Gangapur, Maharashtra	80 MVA, 132/33 kV	2 No's
i)	Sisrana, Gujarat	55 MVA, 66/33 kV	2 No's

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

4.3 Group B: Auxiliary Transformer

SN	Tentative project Location	Transformer Rating	Tentative Quantities
a)	Lakhadia-II, Gujarat	250 kVA, 33/0.433 kV	2 No's
		25 kVA, 0.8/0.433 kV	10 No's
b)	Morena, Madhya Pradesh	250 kVA, 33/0.433 kV	2 No's
		25 kVA, 0.8/0.433 kV	18 No's
c)	Kurnool, Andhra Pradesh	250 kVA, 33/0.433 kV	2 No's
		25 kVA, 0.8/0.433 kV	15 No's
d)	Ananthapuram, Andhra Pradesh	250 kVA, 33/0.433 kV	2 No's
		25 kVA, 0.8/0.433 kV	18 No's
e)	Davangere, Karnataka	250 kVA, 33/0.433 kV	2 No's
		20 kVA, 0.8/0.433 kV	9 No's
f)	Bhalgamda, Gujarat	250 kVA, 33/0.433 kV	2 No's
		25 kVA, 0.8/0.433 kV	18 No's
g)	Shahjhanpur, Uttar Pradesh	100 kVA, 33/0.433 kV	2 No's
		20 kVA, 0.8/0.433 kV	5 No's
h)	Gangapur, Maharashtra	100 kVA, 33/0.433 kV	2 No's
		20 kVA, 0.8/0.433 kV	12 No's
i)	Sisrana, Gujarat	100 kVA, 33/0.433 kV	2 No's
		20 kVA, 0.8/0.433 kV	9 No's

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

4.4 Group C: Solar Inverter Duty transformer

SN	Tentative project Location	Transformer Rating	Tentative Quantities
a)	Lakhadia-II, Gujarat	17.6 MVA, 33/ 0.80*4 kV	10 No's
b)	Morena, Madhya Pradesh	17.6 MVA, 33/ 0.80*4 kV	18 No's
c)	Kurnool, Andhra Pradesh	17.6 MVA, 33/ 0.80*4 kV	18 No's
d)	Ananthapuram, Andhra Pradesh	17.6 MVA, 33/ 0.80*4 kV	15 No's
e)	Davangere, Karnataka	12.5 MVA, 33/ 0.80*4 kV	09 No's
f)	Bhalgamda, Gujarat	17.6 MVA, 33/ 0.80*4 kV	18 No's
g)	Shahjhanpur, Uttar Pradesh	12.5 MVA, 33/ 0.80*4 kV	5 No's
h)	Gangapur, Maharashtra	12.5 MVA, 33/ 0.80*4 kV	12 No's
i)	Sisrana, Gujarat	12.5 MVA, 33/ 0.80*4 kV	9 No's


Note: Exact location address and Location-wise GST details shall be provided at the time of issuing the Purchase Order/ Call-up orders.

4.5 The rating and quantity mentioned above is tentative and subject to variation as per actual project requirements.

5.0 PRICE ESCALATION & DE-ESCALATION

5.1 The bidders shall quote the price of transformer including freight, as applicable in BoQ.

5.2 The quoted price of the transformer, including freight charges, shall be subject to escalation or de-escalation based on the applicable Price Variation (PV) as per clause 5.3 and 5.4

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

- i) The price variation on transformer shall be calculated in accordance with the Indian Electrical & Electronics Manufacturers' Association (IEEMA) Price Variation (PV) formula, considering the monthly indices published by IEEMA. For computing escalation or de-escalation as per IEEMA PV, the LR/ BOL date of each consignment shall be reckoned.
- ii) The price variations on freight shall be calculated in accordance with the retail selling price (RSP) of High-Speed Diesel (HSD).

5.3 Escalation / de-escalation based on the price of IEEMA Price Variation on transformer

5.3.1 The escalation / de-escalation in price of transformer supply (excluding supervision if any, freight, loading & unloading charges, etc) shall be governed by IEEMA Price variation formula for applicable transformer categories as given below:

$$P = \frac{P_0}{100} \left(x_1 + x_2 \frac{AL}{AL_0} + x_3 \frac{C}{C_0} + x_4 \frac{ES}{ES_0} + x_5 \frac{IS}{IS_0} + x_6 \frac{IM}{IM_0} + x_7 \frac{TO}{TO_0} + x_8 \frac{W}{W_0} \right)$$

Where:

P = Price payable for the transformer

P₀ = Base price (price quoted / confirmed in the contract)

x₁ to x₈ = Weightages (%) applicable to the transformer category

AL / AL₀ = Aluminum price index (current / base)

C / C₀ = Copper price index (current / base)

ES / ES₀ = CRGO Electrical Steel price index (current / base)

IS / IS₀ = MS Plate price index (current / base)


IM / IM₀ = Insulating material price index (current / base)

TO / TO₀ = Transformer oil price index (current / base) for Oil type transformer and In case of Dry type transformer TO refers Epoxy resin.

W / W₀ = CPI (Industrial Workers) index (current / base)

Applicable weightages:

Transformer categories	x1	x2	x3	x4	x5	x6	x7	x8
Aluminium wound Solar IDT	9	12	3	29	18	8	12	9
Power Transformers up to 400 kV	6	0	32	27	12	4	9	10

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTs/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

Transformer categories	x1	x2	x3	x4	x5	x6	x7	x8
Copper wound Auxiliary Transformers up to 33 kV	7	0	35	30	7	8	7	6
Aluminium wound Auxiliary Transformers up to 33 kV	8	22	0	36	12	5	10	7


(Sum of weightages = 100 for each category)

Base and Current Indices

- ALo, Co, ESo, ISo, IMo, TOb (refer note)- IEEMA price indices for Aluminium, Copper, CRGO Steel, MS Plate, Insulating Materials, Transformer Oil/Epoxy resin (01 month prior to the last date of bid submission deadline).
- Wo = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100). This is applicable 03 months prior to the last date of Bid submission deadline.
- AL, C, ES, IS, IM, TO (refer note) = IEEMA price indices for Aluminium, Copper, CRGO Steel, MS Plate, Insulating Materials, Transformer Oil/Epoxy resin (01 month prior to the date of delivery).
- W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100). This is applicable 03 months prior to the date of delivery.

Note: All prices are exclusive of GST and exclusive of any other central, state or local taxes etc. The details of prices are as under:

- Price of 8 mm CC copper rod (in ₹/MT) is ex-works price as quoted by the primary producer.
- The price of CRGO is the price of CRGO Electrical Steel Lamination in ₹/MT suitable for Transformers of voltage above 33 kV and up to 400 kV.
- Price of Steel is the average retail price of steel plates 10 mm thick as published by Joint Plant Committee (JPC) in ₹/MT
- The price of Insulating materials (in ₹/kg) of pre-compressed pressboards of size 10 mm thick, 3,200 mm x 4,100 mm is the average C&F price in free currency per MT converted into Indian Rupees with applicable exchange rates prevailing as on 1st working day of the month as quoted by primary suppliers. This price is the landed cost, inclusive of applicable customs duty only but exclusive of countervailing duty.

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

- v) The price of Transformer Oil (in ₹/kl) is the average price on ex-refinery basis as quoted by primary producers for supply in drums.

5.3.2 A ceiling / capping of Twenty Percent (20%) on Escalation and no floor on De-escalation shall be applicable for the purpose of Payment of Price Variation as below.

- i) The Price Variation shall be calculated as per Indian Electrical and Electronics Manufactures' Association (IEEMA) Price Variation (PV) Formula and indices published by IEEMA periodically.
- ii) For supplies effected / works completed within the contractual period, Price Variation will be payable as per above clauses.
- iii) In case of contract / Order completed / executed beyond the contractual period, Price Variation will be payable as per above clauses, only for the extended time period, if any and as approved by the Owner.
- iv) The Owner shall not be liable for any additional cost incurred by the Contractor on account of price variation for supplies effected / completion of works beyond the original or extended contract period, on account of default by Contractor. However, in such cases, if PV calculated for such period(s) is negative, then same will be deducted / recoverable from the OEM.

5.4 Escalation / de-escalation based on the price of HSD on transportation

Escalation or de-escalation in the basic freight charges shall be regulated as per the formula given below. For this purpose, the Retail Selling Price (RSP) of HSD shall be taken as published by Indian Oil Corporation Ltd. on the official link: <https://iocl.com/petrol-diesel-price>.

Applicable Price:


- Base Price (P2): IOCL-published RSP of HSD on the tender publishing date at the State Capital of the bidder's manufacturing state.
- Revised Price (P1): Based on IOCL-published data, weighted average RSP of HSD computed at the same State Capital for the intervening period.

Revised Freight Charges Formula:

$$\text{Revised Freight} = \text{Basic Freight} + [(P1 - P2) \times D] / (VM)$$

Where:

- Basic Freight = Rate quoted by bidder (₹/km)
- P1 = Latest weighted average HSD RSP at bidder's state capital (₹/L)
- P2 = Base HSD RSP at bidder's state capital on tender publishing date (₹/L)
- D = To-and-fro distance (shortest in km) from manufacturer's location to site as per Google maps. Even if the actual distance traversed by the vehicle is

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

higher, the same shall not be considered for this calculation.

- VM = Vehicle mileage = 4.0 km/L

6.0 PAYMENT TERMS


6.1 The payment milestones and corresponding percentage breakup shall be as detailed below:

SN	Milestone	Payment
a.	Completion of Factory Inspection and issuance of Third-Party Inspection (TPI) clearance	5% of the respective supply item value
b.	Dispatch of item and submission of waybills and dispatch documents	5% of the respective supply item value
c.	Delivery of equipment at site in good condition	80% of the respective supply item value
d.	Successful Installation, Testing, and Commissioning (ITC) of the equipment	10% of the respective supply item value
e.	Transportation charges upon successful delivery of the equipment at site	100% of applicable transportation charges
f.	OEM supervision charges for installation, testing, and commissioning	100% as per applicable man day rates

Note: In case Installation, Testing, and Commissioning (ITC) is not completed within three (3) months from the date of delivery of equipment at site due to reasons not attributable to the OEM, the balance 10% payment shall be released after completion of three months from the date of delivery, irrespective of the fact that the equipment is installed by the Owner or otherwise.

7.0 PERFORMANCE BANK GUARANTEE (PBG) / SECURITY DEPOSIT

- 7.1 The successful Tenderer shall submit a Performance Bank Guarantee/ ISB/ Security deposit of 5% of the value of the order within 45 days from the purchaser's Letter of Acceptance. This PBG shall be valid till Defect Liability Period plus the claim lodgment period / warranty period plus 6 months. In case of increase in the order value due to an amendment, the PBG/ISB value shall be proportionately increased.
- 7.2 No interest shall be paid for the Performance Bank Guarantee/Security Deposit.
- 7.3 The Original Bank Guarantee shall be sent to the Corporation directly under Registered

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

Post (A.D.) by the issuing Bank of the Tenderers.

- 7.4 EXEMPTION FROM SUBMISSION OF SECURITY DEPOSIT: As a special initiative to encourage more participation, PBG/ ISB requirement shall be relaxed by 50% in case of MSEs owned by SC / ST & Women Entrepreneurs.


8.0 SPECIAL TECHNICAL REQUIREMENTS

- 8.1 **Transformer Testing:** Routine tests and type tests for all three group of transformers shall be conducted in accordance with the requirements specified in the Technical Specifications.
- 8.2 In case the bidder has conducted type test(s) within last five years, the corresponding type test reports may be submitted to the Owner for consideration of waiver of conducting such test(s). The submitted reports shall be pertaining to equipment similar to that proposed under this Contract (as defined in Section 5 of the tender document); and have been conducted at an independent NABL accredited laboratory / CPRI/ NHPTL. The choice of laboratory for type tests or other tests that are required as per QAP/ technical specifications shall be with the Owner and such choice made by the Owner shall be final and binding on the OEM/ supplier.
- 8.3 In case the Bidder is unable to submit valid type test report(s) conducted within the last five (5) years from the date of issuance of the Letter of Intent (LOI) by the Owner, or if the submitted reports are found to be non-compliant with the specification requirements, the Bidder shall conduct all such type test(s) under this Contract at no additional cost to the Owner and submit the test reports for approval.
- 8.4 **Short Circuit Test:** If the short-circuit test has not been conducted earlier, or if the submitted short-circuit test report does not meet the specification requirements for the offered transformer manufacturer, the Bidder shall demonstrate the ability of the offered transformer to withstand the dynamic effects of short circuit in accordance with the latest IEC 60076-5. The short-circuit withstand capability may be established by either of the following methods.

Option-1: Performing actual short circuit test as Type Test.

Option-2: Based on Mutual Agreement between Bidder and Owner, demonstrating compliance through theoretical evaluation of short-circuit withstand capability based on design calculations and manufacturing considerations, in line with IEC 60076-5 and the guidelines stipulated in CEA "Standard Technical Specification of Transformer(s) for Solar Pooling Station."

- 8.5 To adhere to the project schedule, it shall be the sole responsibility of the Bidder to take all necessary steps well in advance to ensure timely completion of short-circuit testing and submission of all applicable test certificates and supporting design documents for approval. Any delay in delivery arising from non-availability or late submission of the required documents shall attract delay damages/discounts as per Clause 18.0 of the Contract.

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

8.6 All testing equipment at OEM/ test laboratory that are deployed in the type tests or any other testing of the materials to be supplied to TeCL shall have valid calibration certificates issued by authorized agencies.

8.7 Any retesting charges incurred or time consumed for whatsoever reasons shall be on OEM's account when calculating the delivery/ completion time.

9.0 MAXIMUM LOSSES FOR POWER TRANSFORMER

9.1 The maximum permissible losses (No load loss, load loss, I^2R loss and auxiliary loss) at rated voltage/current (at 75 deg C) have been specified in technical specification of power transformer for applicable ratings.


9.2 Following price adjustment shall be levied on the Bidder if losses measured during routine test are found to be within +2% tolerance of the losses specified in technical specification, beyond which the transformer shall be liable for rejection. No benefit shall be given for supply of transformers, with losses (measured during routine tests) less than the losses specified in technical specification.

SN	Differentials of specified losses vs Measured losses	Price adjustment (in ₹ per kW)
a)	No load Loss	4,00,000
b)	I^2R Losses/Load Losses (Differential of whichever loss is higher shall be considered)	2,00,000
c)	Auxiliary Losses	1,50,000
Note: For a fraction of a kW, the price adjustment shall be applied on pro rata basis.		

10.0 INSPECTION CHECKING TESTING

10.1 The equipment's/ materials or workmanship covered by the Purchase Order are subject to inspection and testing by Owner or by an agency authorised by Owner at the manufacturers work at any time prior to shipment and/ or despatch. Such inspectors shall have the right to carry out the inspection and testing at any stage which will include the raw materials, at manufacturer's shop and at Fabricator's shop and at the time of actual despatch before and after completion of packing.


10.2 All tests, mechanical and others and particularly those required by relevant codes will be performed at the Vendor's expenses and in accordance with the Inspector's instructions as per the QAP given in technical specifications. The Vendor will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by Lloyds Register of Shipping

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

or any other Agency, as may be required

- 10.3 All charges/ fees of Inspectors and their travelling, lodging and boarding, daily allowances, tour allowances, incidental expenses etc will be borne by the Owner unless inspections become infructuous due to any omission or commission on the part of the Vendor. Before shipping or despatch, the equipment/ materials will have to be checked and stamped by Inspectors appointed by the Owner. Such Inspectors are also authorised to forbid the use and despatch of equipment/ materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.
- 10.4 The Vendor will have to Inform Owner/ Owner's Inspector at least two weeks in advance before the date of inspection and specify the exact place, date and time of rendering the equipment/ materials along with specific safety/ certification requirements required for the inspection. The Vendor shall also arrange/ ensure/provide free access to Owner/ Owner's Inspectors during normal working hours to Vendor's or his/ its sub-Vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.
- 10.5 It shall be the responsibility of the Vendor to ensure that only such materials as have been duly inspected and approved by the nominee of the Owner are shipped and to furnish a certificate as under: "Certified that the materials have been duly inspected and approved by the prescribed authority in accordance with the terms of the contract and a copy of the Inspection Certificate in this behalf is enclosed".
- 10.6 Even if the inspections and tests are fully carried out, Vendor is not absolved to any degree from his responsibilities to ensure that all equipment and materials supplied comply strictly with requirements as per purchase order during manufacturer, at the time of delivery, and after its erection or startup and guarantee period as stipulated in Clause 23.0.0 hereof.
- 10.7 The Vendor's responsibility will not be lessened to any degree due to any comments made by Owner/ Owner's representatives and inspectors on the Vendor's drawings or specifications or by Inspectors witnessing any chemical or physical tests. In any case, the equipment must be in strict accordance with the purchase order and or its attachments failing which the owner shall have the right to reject the good and hold the Vendor liable for non-performance of contract.
- 10.8 An indicative Quality Assurance Plan (QAP) for inspection, testing to be submitted by the vendors as detailed in technical specification forming part of the tender document.
- 10.9 Any re-inspection due to OEM non-readiness or failure shall be at OEM cost. Any time delay owing to these shall also be on OEM's account while calculating delivery time, delay (as applicable).

11.0 EXPEDITING

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

11.1 Owner/ Owner's representatives, where-ever assigned to expedite both manufacture and shipment of equipment/ materials covered by the Purchase Order, shall have free access to Vendor's shop and or sub-supplier's shop at any time and they shall be provided with all the necessary assistance and information to help them perform their job. Vendor shall furnish all document such as but not limited to schedule/PERT chart testing and delivery programme and any other information as may be called for.

12.0 WEIGHTS AND MEASUREMENTS

12.1 The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Owner's Purchase Order.

13.0 OIL & LUBRICANTS

13.1 The first filling of oils and lubricants for every equipment shall be included in the quoted price. The Vendor shall also recommend the quality and quantity of oils and lubricants required for one year's continuous operations.

14.0 SPARE PARTS


14.1 Spare parts mentioned in technical specification to be supplied without any additional cost to the owner. Also, vendor must furnish itemized and price list of spare parts required for two year's operation of equipment. The Vendor shall provide the necessary cross-sectional drawings to identify the spare parts numbers and their location as well as in interchangeability chart.

15.0 SHIPMENT / CONSIGNMENT

15.1 The vender shall make dispatch only after inspection, testing and release order / material acceptance certificate issued by owner unless otherwise specially advised in writing. In the event of vendor having been advised to hold the materials/equipment's for any reason whatsoever the vendor shall hold the material in his/its warehouse for at least 30 days without any compensation or without any prejudice to any reduction in price already accrued on account of delays.

15.2 Vendor shall exercise due care and ensure that consignment (s) are booked under appropriate railway classifications failing which any additional freight incurred by Owner shall be to Vendor's account. Goods shall be consigned in the name of consignee to be informed by Owner in due course of time or along with Purchase Order. Goods shall be dispatched by most economical and expeditious mode of transport to the destination.

15.3 Owner reserves right to advise any change in dispatching / destination / mode of transport as may be required. Any extra expenditure on this account will be reimbursed by Owner on submission of satisfactory documentary evidence / as finalised within 10 days from the date when change is ordered.

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

15.4 Vendor will be responsible to bear all expenses which may arise due to improper / insufficient / defective documentation while dispatching materials / advising Owner according to the terms of the Contract. Similarly, Vendor shall be responsible for the delay and / or demurrage in clearance of the consignment due to delay in transmittal of the proper / needful documents.

15.5 The materials to be despatched through a transporter registered as per Carriage by Road Act 2007 and Carriage by Road Rules, 2011. The Consignment Note/ Lorry receipt must carry the registration number as per the rules stated in The Carriage by Road Rules, 2011.

16.0 SHIPPING/ DISPATCH DOCUMENTS

16.1 Vendor shall send documents listed below as applicable in indicated number of sets, unless otherwise indicated in purchase order, so that they are received at least three days before receipt of material.

- | | | |
|--|---|----------|
| a) Invoice. | - | 3 copies |
| b) Packing list | - | 3 copies |
| c) Manufacturers Guarantee Certificate | - | 3 copies |
| d) Drawing/ Catalogue | - | 3 copies |
| e) Vendor's Certificate of inspection | - | 3 copies |
| f) Despatch clearance | - | 3 copies |
| g) Any additional documents required to be furnished for receiving payment under the contract. | | |


In addition, soft copies of all dispatch documents shall also be emailed to the Owner immediately upon dispatch.

16.2 The invoices and packing list must show uniformly the marks and numbers, contents case wise, consignee's name and place of destination. The invoice must show along with other details, the unit rate and net total price. Packing list must show apart from other particulars actual contents in each case, net and gross weight and dimensions and the total number of packages. The documents should be duly signed by the Vendor's authorised representative.

16.3 All documents shall be in bilingual (Hindi & English) or only English language.

17.0 INSURANCE

17.1 All-risks marine/ Transit Insurance shall be arranged by the OEM/vendors covering the Goods from the OEM's dispatch point up to completion of unloading at the Owner's designated premises and signing of Goods Receipt/Unloading Completion Certificate by the Owner's representative at its own cost. The beneficiary in such insurance policy shall be the OEM and Owner should be included as additional


Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

insured and loss payee.

- 17.2 Sum insured per shipment shall minimum cover the Invoice Value + Freight + Duties/ Taxes + loading + unloading + uplift per shipment, with reinstatement of sum insured for losses. Risk of loss or damage remains with the OEM until completion of unloading at Owner's premises and issuance of the Owner's Goods Receipt/Unloading Completion Certificate.
- 17.3 The Vendor shall within 24 (Twenty-four) hours of consignment /shipment convey by Fax / Email to the insurer under intimation to the Owner the dispatch particulars which should include all details, but not limited to the following details:
- Cover Policy Number as mentioned in PO,
 - Particulars of the consignment,
 - Invoice no.& date,
 - P.O. ref.
 - Transporter's consignment note no. and date of transportation,
 - Total value of the consignment

18.0 RESPECT FOR TIME OF DELIVERY

- 18.1 Time of delivery as mentioned in the Purchase Order shall be firm and binding on the OEM and no variation shall be permitted except with prior authorisation in writing from the Owner. Equipment/ Materials should be delivered, securely packed and in good order and condition, at the place and within the time specified in the purchase order for their delivery. By time of delivery is meant the date of L/R /date on the Bill of Lading in Port of despatch.
- 18.2 If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform Owner in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep Owner informed of all subsequent developments.
- 18.3 Should Purchaser's requirements so necessitate (of which the Purchaser shall be the sole judge) the Purchaser shall have the right to amend delivery date(s) and/ or to phase out deliveries, provided that no amendment or phasing out shall (except with the consent of the vendor) require and deliveries beyond 3 (three) months of the last date of original delivery. Subject thereto, the delivery date(s) specified shall be of the essence of the contract and cannot be varied by the Vendor unless authorized in writing by the Purchaser as a variation of contract, as opposed to an expression of the Purchaser's willingness to accept delivery.
- 18.4 If delay occurs in delivery of goods beyond the date of delivery relative thereto stipulated in the tender documents or the indent relative thereto, as the case

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTs/ InSTs CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

may be, the Purchaser may at its option and without prejudice to any other rights that it may have:


- a) Accept in whole or part the delayed delivery in which event the Purchaser shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.5% (one half percent) of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated Delivery period in respect thereof, subject to a maximum discount of 5% (five percent) of the Total Contract Value. of., and / or
- b) Terminate in whole or part of the Contract and Purchase the undelivered goods or any of them of same or higher specification from other suppliers at the risk and cost of the vendor and in respect of balance quantity of goods (i.e. contracted quantity less the quantity supplied and accepted less quantity purchased at the risk and cost of the vendor), recover from the vendor the difference between the market price and the contract price in respect thereof prevailing at the date of termination.
- c) Time lost on account of any shipment /consignment withheld on the instruction of the Purchaser/Consignee shall not be taken into account in reckoning the period of delay.

19.0 FORCE MAJEURE

- 19.1 In the event of either party being rendered unable by force majeure to perform any obligation required to be performed under the Contract by such party, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts.
- 19.2 The term 'Force Majeure' as employed herein shall mean acts of God, war, hostility, revolt, riot, fire, flood, explosion, epidemics, quarantine restrictions, sabotage, strike, lockout acts and regulations of respective Government and other irresistible cause beyond the control of the Vendor / Purchaser.
- 19.3 Time for performance of the relative obligation(s) suspended by the force majeure shall stand extended by the period during which such cause lasts.
- 19.4 If deliveries are suspended by force majeure conditions applicable to the Vendor lasting for an aggregate period of more than 3 (three) months, the Purchaser shall have the option of cancelling the contract in whole or in part.
- 19.5 On cancellation of the Contract or any part thereof under the foregoing clause, the Contract so far as unperformed in the former case and so far, as cancelled in the later case, shall become void.

20.0 REJECTIONS AND REPLACEMENT

- 20.1 In case the testing and inspection at any stage reveal that the equipment, materials and/ or workmanship do not comply with specifications and requirement and in case

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTs/ InSTs CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

of rejection of equipment/ materials under Clause 9.0 hereof, the same shall be removed by the Vendor at his/ its own expenses and risk within the time allowed by the Owner. The Owner shall be at liberty to dispose of such rejected goods in such manner as the Owner may think appropriate in the event the Vendor fails to remove the rejected goods within the period as aforesaid. Nothing shall constitute the owner as a trustee or bailee for or in respect of those rejected material. All expenses incurred by the Owner, for such disposal shall be to the account of the Vendor. The Vendor will have to proceed immediately with the replacement of the equipment or part of the equipment and arrange to deliver at site (at port in case of foreign vendor) without claiming any extra payment (including custom duty, Port charges etc) and without prejudice to owner's right as per clause 17.0 if so required by the Owner. The time taken for replacement in such event will not be added to the contractual time of delivery.

21.0 INVOICING & NEGOTIATION OF DOCUMENTS

21.1 Invoices and other documents shall be forwarded by the Vendor as stipulated hereunder:

a) Direct Payment:

- i) Original plus one copy of Invoice along with requisite no. of full sets of document as per Purchase Order to the Payment releasing office
- ii) One copy of Invoice with original documents as per Purchase Order to The Consignee along with technical catalogues, Inspection certificates and Inspectors Release Notes
- iii) One copy of Invoice along with full set of documents as per Purchase Order to the PO releasing office
- iv) Payment shall generally be released by way of electronic transfer


b) Payment against documents through Bank:

- i) Where payment is to be released to the Vendor against despatch documents through the bank, the Vendor shall forward two complete original sets of the documents specified in clause 16.0 to the Owner's Bank.
- ii) One complete set of all of the abovementioned documents shall be sent to the Payment releasing office as advance copy. Documents will not be retired without advance copy of the documents.


22.0 CANCELLATION

22.1 The Owner reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the contract wholly or in part in a written notice to the Vendor if:

- a) The Vendor fails to comply with terms of Purchase Order.

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

- b) The Vendor informs owner of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - c) The Vendor fails to deliver the goods on time and/ or replace the rejected goods promptly.
 - d) The Vendor becomes bankrupt or goes into liquidation.
 - e) The Vendor makes a general assignment for the benefit of creditors; and/or
 - f) A receiver is appointed for any substantial property owned by the Vendor.
 - g) Change in constitution of vendor.
 - h) Violation of Integrity Pact, if applicable.
 - i) In the opinion of the owner the cessation of contract becomes necessary owing to any cause whatsoever
- 22.2 Upon receipt of the said cancellation notice, the Vendor shall discontinue all work on the Purchase Order and materials connected with it.
- 22.3 The Owner in that event will be entitled to procure the equipment/ materials or services thus involved in the open market and recover the excess payment over the Vendor's agreed price, if any, from the Vendor reserving to itself the right to forfeit the Initial security deposit/ PBG, placed by the Vendor against the contract.
- 22.4 The provision of this clause shall not prejudice the right of the owner from invoking the provisions of clause "Delayed delivery" as aforesaid.
- 23.0 PATENTS AND ROYALTIES**
- 23.1 On acceptance of the Purchase Order, the Vendor will be deemed to have entirely indemnified the Owner and Owner's representatives from any legal action or claims regarding compensation and consequences thereof for break of patent rights which the Vendor deems necessary to apply for manufacturing the ordered equipment/ materials or which can, in any way, be connected in the manufacture. The vendor shall at its own risk and expenses defend any suit for infringement of patent or like suit brought against the purchaser and shall pay all damages, cost award in such suit and shall keep the purchaser indemnified from the against all consequences thereof
- 24.0 WARRANTY/ GUARANTEE/DEFECT LIABILITY PERIOD**
- 24.1 The transformer shall be warranted against all material/ manufacturing defects and workmanship for minimum of 5 (five) years from the last date of supply.
- 24.2 The Vendor shall guarantee that any and all materials used in execution of the Purchase Order shall be new, are of best material, professional workmanship and are manufactured in strict compliance with relevant codes, characteristics, requirements and specifications and that the same shall be free from any defects.

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

The Vendor will guarantee that all materials and equipment's shall be repaired or replaced, as the case may be, on priority basis, at its own risk and expense in case the same have been found to be defective in respect of material, workmanship of smooth and rated operation within a period of 12 months after the same have been commissioned, or 18 months from the date of delivery, whichever is earlier. As an alternative to repair or replacement of defective item(s) the purchaser has an option to ask for reimbursement of the total landed cost of the item(s) including interest incurred up to delivery at site and storages thereof.

- 24.3 The guarantee period for the part that may be altered, repaired or replaced shall be 12 months from the date on which the same is commissioned.
- 24.4 Checking and approval of the Vendor's drawings by the Owner or his Inspectors or acceptance by the Owner or its Inspectors of any equipment and materials or its replacement will not relieve the Vendor of its responsibility of supplying the equipment/ materials strictly according to the specification and according to the guarantee by the Vendor.
- 24.5 The Vendor shall within 45 days of issuance of the Rate Contract / staggered delivery order, 5% upfront PBG/ISB of total work order value to be submitted in the form prescribed by the Owner. This PBG shall be valid till Defect Liability Period plus the claim lodgment period / warranty period plus 6 months. It will be the responsibility of the Vendor to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by the Owner either in full or in part in terms of the contract shall be made good by the Vendor within one week of the occurrence thereof.


The PBG/ISB can also be deposited in the form of Demand Draft or SWIFT/Electronic transfer to the Owners bank within 45 days indicating the LOI reference and submitting proof of the cash transfer.

25.0 NON - WAIVER

- 25.1 Failure of the Owner/ Owner's representatives to insist upon any of the terms of conditions incorporated in the Purchase Order or failure of delay to exercise any rights or remedies therein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment for any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner or Owner's representatives to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by Owner/ Owner's representatives act as waiver of the terms hereof.

26.0 ASSIGNMENT

- 26.1 The Purchase Order cannot/ shall not be assigned or transferred or novated or

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

subcontracted in part or full to any third party by the Vendor without obtaining prior written consent of the Owner.


- 26.2 However, Owner reserves the right to assign or transfer or novate the Lol or Purchase Order or Contract in part or full to any of its own or parent company's Affiliate entities without requiring any consent from the OEM/ Vendor. In such cases, the Owner shall only intimate about the details of such Affiliate entities which shall manage the Lol or Purchase Order or Contract in part or full.
- 26.3 Further, against the Lol placed by the Owner, call up order/ firm commitment may also be placed by any of Owner's or parent company's Affiliate entities without requiring any consent from the OEM/ Vendor. In such cases, the Owner shall only intimate about the details of such Affiliate entities which shall release and manage the PO.
- 26.4 Upon assignment or transfer or novation to any of Owner's or parent company's Affiliate entities, any form of liability, payment responsibility, and contractual obligations for such orders shall rest with such Affiliates, unless otherwise notified in writing.
- 26.5 The assignment can be done by TeCL to any of its own or parent company's Affiliate entities during anytime within the contract validity period including extension if any.
- 26.6 In all the above cases, the terms and conditions of this tender shall prevail and no deviation to any terms or conditions or price shall be acceptable unless felt and decided otherwise by the Owner and based on reasons and justifications to be submitted by the OEM/ Vendor.
- 26.7 However, the OEM/ vendor shall submit necessary documents, modification in guarantees, insurance or any other documents or obligations to be done as part of the contract or call-up orders in the name of Owner's or parent company's Affiliate entities without any extra cost to the Owner or its own or parent company's Affiliates.

27.0 VENDOR'S DRAWINGS AND DATA REQUIREMENT

- 27.1 The Vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the Tender Document and/ or the Purchase Order and as called for in Clause, 10.0, 'EXPEDITING' above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purposes including settlement of payment since the said submission is an integral part of Purchase Order.

28.0 TECHNICAL INFORMATION

- 28.1 Drawings, specifications and details shall be the property of the Owner and shall be returned by the Vendor on demand. The Vendor shall not make use of drawings and

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

specifications for any purpose at any time except for the purpose of the Owner. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body corporate authority and shall made all endeavours to ensure that the technical information is kept CONFIDENTIAL. The Technical information imparted and supplied to the Vendor by the Owner shall at all times remain the absolute property of the Owner.

29.0 SERVICES OF VENDOR'S PERSONNEL


- 29.1 Upon three week's advance notice, the Vendor shall depute the necessary personnel for supervision or erection and start-up of the equipment and train a few of the Owner's personnel for the operation and maintenance of the equipment, if required by the Owner. The terms and conditions for the service of the Vendor's personnel shall be mutually settled on basis of PO.

30.0 ARBITRATION

- 30.1 In the event of any dispute or difference arising out of a Notified Claim of the vendor and any dispute arising out of an amount claimed by the owner against the vendor, be referred to the arbitration by an Arbitral Tribunal comprised of 3 arbitrators selected in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The provisions of the Arbitration & Conciliation Act, 1996 and all statutory re-enactments and modification thereof and the rules made there under shall apply to all such arbitrations. or any statutory modifications or re-enactment thereof and rules framed there under from time to time shall apply to such arbitration.
- 30.2 It is specifically agreed that the Owner may prefer its Claim(s) against the vendor as counter claim(s). The vendor shall not, however, be entitled to raise as a set-off, defence or counterclaim any claim which is not a Notified Claim included in the vendor's Final Bill. The Venue of the arbitration shall be New Delhi, India provided that arbitrators with the consent of the owner and the vendor may agree upon any other venue. Laws of India only would be applicable. Arbitrator shall give his award separately in respect of each claim and counter claim and shall not be entitled to review any decision opinion or determination (however expressed) which is stated to be final and /or binding on vendor in terms of contract documents.

31.0 VENDORS LIABILITY

- 31.1 The Vendor's workmen or employees shall under no circumstances be deemed to be in Owner's employment and the Vendor shall hold himself responsible for any claims which they or their heirs, dependents or personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out of the work covered by this Purchase Order, whether arising on Owner's premises or elsewhere and agrees to Indemnify the Owner against any such claim or claims if made against the Owner and all cost (as between attorney

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

and client) of proceedings, suits or action which the Owner may incur or sustain in respect of the same. The Vendor shall also procure and keep in force at his own cost comprehensive automobile Liability insurance for adequate coverage in respect of all his vehicle visiting or plying in project premises. The Vendor shall also be responsible for compliance of existing laws in respect of their workmen and employees.

- 31.2 The vendor should take adequate insurance cover for their site personnel deputed by them.

32.0 LEGAL INTERPRETATION


- 32.1 The contract shall be governed by the Laws of India for the time being in force to interpret all the commercial terms and abbreviations used in this Tender which have not been otherwise defined. The rules of INCO TERMS 2020 shall be applied.

33.0 LIMITATION OF LIABILITY

- 33.1 The maximum liability shall be limited to 100% of contract price except in case of fraud and / or wilful negligence. The vendor shall not be liable for consequential losses on account of production revenue or profit.
- 33.2 Provided always that such limitation shall exclude any amounts recovered under any policy(ies) of insurance taken out and / or maintained by the vendor pursuant to the provisions of the Contract on behalf of owner.

34.0 GOVERNMENT OF INDIA LIABILITY CLAUSE

- 34.1 It is expressly understood and agreed by and between the tenderers and Owner is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder.
- 34.2 It is expressly understood and agreed that Owner is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principal of contract Law. The tenderers expressly agrees, acknowledge and understand that Owner is not an agent, representative or delegate of the Govt. of India.
- 34.3 It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract.
- 34.4 Accordingly, tenderers hereby expressly waive, release and forego any and all action or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to the Govt. of India as to any manner, claim, clause of action or thing whatsoever arising of or under this agreement.

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA


35.0 SPECIAL CLAUSE ON TAXATION CLAUSES (SCT)

35.1 Definitions

- (a) Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the Letter of Intent (LoI) or LOA (Letter of Acceptance) or Purchase Order or Work Order (as applicable) and shall also include approved extensions, if any.


35.2 General

- (a) Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
- (b) For the purpose of this STC, the term “tax” in addition to tax imposed under CGST (Central Tax)/SGST (State Tax)/IGST (Integrated Tax)/UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.
- (c) Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on Owner) within the contractual delivery date /period (including extension approved if any) shall be on Owner’s Account against submission of documentary evidence.
- (d) Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller’s / Contractor’s Account.
- (e) Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to Owner with the view that Owner shall pay reduced duty/Tax to Govt.
- (f) Wherever any escalation / de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation / de-escalation of value of material shall be allowed without Tax unless specified otherwise.
- (g) It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper Tax Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with Owner’s registration number as applicable for particular supply on all invoices

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA


raised on Owner. e-invoicing with IRN and e-way bill compliance shall be complied with.

- (h) Contractor to provide the GSTIN number from where the supply is proposed to be undertaken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.
- (i) In case the contractor is opting for Composition scheme under the GST laws (i.e., Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on Owner.
- (j) In case the contractor is falling under Unregistered category, the contractor should confirm the same.
- (k) Owner will be entitled to withheld/recover the amount equivalent to the value of GST charged in tax invoice/debit note to Owner along with other consequential implications in cases where contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws.
- (l) The amount so withheld would be paid to contractor/supplier after successful compliance of the defaults, like updation/rectification in subsequent months on GSTN portal, on or before the maximum time stipulated for furnishing (filing) of outward supply return/statement under Section 37(1) of the Central Goods and Services Act, 2017, (CGST) for October of the next FY to which such invoice/debit note pertains.
- (m) Such amount would be recovered being reduction in the value of original invoice in case such default in compliance is neither corrected/rectified on or before the time stipulated for furnishing (filing) of outward supply return/statement under Section 37(1) of the Central Goods and Services Act, 2017, (CGST) for October of the next FY to which such invoice/debit note pertains.
- (n) Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by Owner as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- (o) The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case,

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by Owner.

- (p) In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price. In case the contractor is falling under Unregistered category, then GST liability, if any, on TeCL will be included for the purpose of evaluation.
- (q) In case, Owner is eligible to avail Input Tax Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost. Owner shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules. To enable Owner to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by Owner to avail of the ITC with respect to GST reimbursed by Owner on materials sold to Owner.
- (r) Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
- (s) Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/IGST Act, 2017 on supplies of goods or services or both to Owner, tax will be deducted from the invoice raised and deposited with the authorities by Owner. TDS certificate as per provisions of CGST / SGST / UTGST/IGST Act, 2017 shall be issued by Owner.
- (t) Owner will issue Road Permit/Waybill, by whatever name it is called, to the Contractor only in those cases where materials is purchased by Owner directly and/or Owner is statutorily required to issue the Road permit/Waybill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/vehicle; the Contractor will be wholly responsible for release and reimburse the litigation cost to Owner.
- (u) Owner shall on no account be responsible for delay or hold up due to the timely non-availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Waybill, by whatever name it is called. However, Owner shall make best efforts to provide sufficient number of Road Permits/waybill, by whatever name it is called. on demand to avoid any delay or Hold up.
- (v) In case, Owner is eligible to avail Input Tax Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost. Owner shall

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

reimburse GST levied as per TAX invoice issued by the Contractor as prescribed under respective GST Acts and Rules. In case the contractor is not permitted to issue Tax Invoice the same should be clearly mentioned in the price Bid.

- (w) To enable Owner to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by Owner to avail of the ITC with respect to GST reimbursed by Owner on materials sold to Owner.
- (x) Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.


36.0 SAFETY PROCEDURES AND PRACTICES:

36.1 PENALTIES FOR VIOLATION / NON-ADHERENCE OF SAFETY PROCEDURES AND PRACTICES:


36.1.1 For execution of Purchase Orders involving site work based on the job requirements, all security/ safety rules/ regulation/ statutes as prevailing at work site at the time of execution of the job will have to be strictly complied with. All safety equipment like fire hoses, fire extinguishers, safety belts, safety shoes, safety helmets etc. are to be provided by the successful bidder to its site personnel. In the event of any damage or loss or sufferance caused due to non-observance of any such rules/ regulations, the bidder shall be solely responsible for the same and shall keep TeCL indemnified against all such claims or losses arising out of the same. Penalties shall be imposed for violation of safety norms as under, in addition to Holiday Listing if deemed fit by TeCL.

- a) For violation of applicable Safety, Health and Environment related norm, a penalty of ₹ 5000/per occasion.
- b) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of ₹ 2,00,000) per injury in addition to ₹ 5000 / per occasion as in item-I.
- c) Fatal accident, a penalty of 1% of the contract value (maximum of ₹ 10,00,000) per injury in addition to ₹ 5000/per occasion as in item-I.

36.1.2 All labour law/ statutes/ rules/ regulations including minimum wages act, employees state insurance, payment of bonus act, employees provident fund, contract labour law etc. are to be strictly complied with. Bidder will be solely responsible for any claim/ liability arising due to/ on account / consequent to the workmen engaged by him. Bidder shall keep TeCL indemnified against all such claims of whatsoever nature.

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

- 36.1.3 Bidder at its own expenses shall take out workers compensation insurance to cover any claim that may be made by bidder's employees and/ or their heirs and dependents alleging bodily injuries sustained or death suffered by employees as a result of or in connection with the performance of any bidder's obligations under this agreement and will hold TeCL and its employees and representatives harmless from any and all such claims. Bidder's insurance policy shall include a waiver clause as to any insurer's actions against TeCL, its employees and representatives.
- 36.1.4 The vendor should be advised to take appropriate insurance policy for the effective implementation of the above penalty provision.
- 36.1.5 In case of accidents depending on the seriousness of injury etc. in addition to the hospitalization / treatment charges and group insurance amount, compensation shall be paid by the vendor to the affected person / his family members in presence of Engineer-in-charge as per Workmen Compensation Act.
- 36.1.6 The bidder shall keep TeCL both during and after the term of agreement, fully & effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands and costs & claims, including but not limited to, legal fees & expenses, suffered by TeCL or any third party for such losses, damages, injuries or death as the result of a wrongful action, negligence or violation of the job site regulations by the bidder or its subcontractors or the personnel or agents or either of them.
- 36.2 SAFETY PROCEDURES AND PRACTICES FOR CHEMICALS, ETC.:
- 36.2.1 For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
- 36.3 SAFETY PRACTICES IN MATERIAL DISPATCH:
- 36.3.1 TeCL locations being sensitive establishment from fire and safety point of view therefore vehicle shall be allowed in battery area only equipped with fire extinguisher and spark arrestor. The personal entering TeCL premises shall be equipped with PPEs. Site work safety to be ensured by complying with safety norms.
- 36.3.2 Truck / Tanker should report at TeCL gate as per Unit's instruction (excluding Sundays or holidays as per TeCL norms) in order to facilitate unloading at the earliest and release of trucks.
- 36.3.3 Motor vehicle act: Vehicles shall follow motor vehicle act 1988 & its latest updated revision and all other applicable laws of land during transportation of the material from bidder's works to TeCL site.
- 36.3.4 Successful Vendor to also ensure availability of required original and valid documents

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/ Truck/ Container), Driving License and Cleaner's photo pass etc. at the time of dispatch of Materials & delivery at TeCL site. This shall enable CISF at TeCL site to allow them inside TeCL premises due to security reasons and avoiding any hassles at TeCL Gate. In case of non-availability of original RC Book in the vehicle, Notarised (True Copy) of RC Book will also be accepted. Vehicle propelled by CNG/LPG or vehicles having less than 4 wheels viz. 3 wheelers etc. may not be allowed.