Subject: Reply to Pre-Bid Queries (Materials)- Open Tender- 344661

Reply to Pre-Bid Queries- Open Tender- 344661 Selection of Implementation Agency for establishing SCADA, Advance Metering Infrastructure and CMP for Gujarat Energy Limited					
Sr. No.	**Page No. / Clause No.**	**Title of Clause as per tender**	**Description of clause as per tender**	**Bidder's Query**	**GEL Reply**
1	Section IV – GTC, PDF p. 24, Clause 32.1 to 32.3	INDEMNITY	"32.1 To the fullest extent permitted by Law, CONTRACTOR shall indemnify, defend, and hold harmless OWNER, its affiliates, and subsidiary companies or entities, and its and their respective officers, directors, agents, and employees from and against all claims, liabilities, damages, losses, costs, and expenses including, but not limited to, attorneys' fees and costs of court (collectively, the "Claims"), arising out of, connected with, or alleged to arise from or be connected with any event or circumstance which occurs or exists, or is alleged to have occurred or existed, in	Kindly limit indemnity to direct losses and bona fide third-party claims to the extent caused by the CONTRACTOR's breach, negligence or wilful misconduct; exclude OWNER-caused events, unauthorised modifications/misuse and combinations not supplied by the CONTRACTOR; include prompt notice, defence control and mitigation; and cap all indemnities in aggregate at 100% of Contract Value in every case. Amendment Clause: 32.1 To the fullest extent permitted by Law, CONTRACTOR shall indemnify, defend, and hold harmless OWNER, its affiliates, and subsidiary companies or entities, and its and their respective officers, directors, agents, and employees from and against all claims, liabilities, damages, losses, costs, and expenses including, but not limited to, attorneys' fees and costs of court (collectively, the "Claims"), arising out of, connected with, or alleged to arise from or be connected with any event or circumstance which occurs or exists, or is alleged to have occurred or existed, in any way related to the manufacture, delivery, performance or	The indemnity under Clause 32 is a standard risk-allocation provision and is retained as it stands. Bidders may note the following, which address the concerns raised: (1) Clause 32.1 already excludes any claim to the extent it arises out of, or is attributable to, OWNER's gross negligence or wilful misconduct; (2) Clause 34 already provides that neither party is liable for indirect or consequential loss, so the indemnity operates in respect of direct loss and bona fide claims; (3) OWNER shall give the CONTRACTOR notice of any third-party claim for which indemnity is sought and a reasonable opportunity to associate in its defence, provided OWNER reserves the right to control any matter affecting its interests, name or reputation. The proposed overall cap on indemnity and the

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			any way related to the manufacture, delivery, performance or installation of the GOODS/SERVICES, either directly or indirectly, including (without limiting the generality of the foregoing) all Claims on account of personal injury, death, or property loss to CONTRACTOR, OWNER, or any other party, including any Claims based upon or arising out of CONTRACTOR's sole, joint, or contributory negligence or strict liability, except to the extent that any such Claim arises out of, or is attributable, to OWNER's gross negligence or wilful misconduct.	installation of the GOODS/SERVICES, either directly or indirectly, including (without limiting the generality of the foregoing) all Claims on account of personal injury, death, or property loss to CONTRACTOR, OWNER, or any other party, including any Claims based upon or arising out of CONTRACTOR's sole, joint, or contributory negligence or strict liability, ~~except to the extent that any such Claim arises out of, or is attributable, to OWNER's gross negligence or wilful misconduct~~. **but only to the extent of direct loss or a bona fide third-party claim caused by the CONTRACTOR's breach, negligence or wilful misconduct. Indemnity shall not apply to the extent caused by OWNER-provided materials/instructions, OWNER or third-party modification or misuse, or combinations not supplied or approved by the CONTRACTOR. OWNER shall give prompt notice, permit the CONTRACTOR to control the defence and settlement (without admitting OWNER liability), and mitigate loss. The aggregate liability of the CONTRACTOR under all indemnities under the CONTRACT shall in every case be capped at 100% of the CONTRACT VALUE.**	additional exclusions are not acceptable

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2	Section IV – GTC, PDF p. 25, Clause 35.1	LIMITATION OF LIABILITY	"35.1 Notwithstanding anything contrary contained herein, the aggregate total liability of the CONTRACTOR under the CONTRACT or otherwise shall be limited to 100% of the CONTRACT VALUE. However, the aforesaid cap for limitation of liability shall not apply and the CONTRACTOR shall continue to remain responsible for all liabilities which arise on account of: a. Breach of Applicable Laws by the CONTRACTOR b. Gross negligence, fraud, or willful misconduct of the CONTRACTOR. c. Infringement of any Intellectual Property Rights of the OWNER. d. Indemnification of	Kindly revise the aggregate cap for all non-indemnity liability to 10% of Contract Value, inclusive of LD, SLA penalties, service credits, deductions, set-off and risk-purchase/excess costs. All indemnity liability should be separately capped in aggregate at 100% of Contract Value in every case, with no uncapped carve-outs. Amendment Clause: 35.1 Notwithstanding anything contrary contained herein, the aggregate total liability of the CONTRACTOR under the CONTRACT or otherwise shall be limited to 100% **10%** of the CONTRACT VALUE. ~~However, the aforesaid cap for limitation of liability shall not apply and the CONTRACTOR shall continue to remain responsible for all liabilities which arise on account of:~~ ~~a. Breach of Applicable Laws by the CONTRACTOR~~ ~~b. Gross negligence, fraud, or willful misconduct of the CONTRACTOR.~~ ~~c. Infringement of any Intellectual Property Rights of the OWNER.~~ ~~d. Indemnification of OWNER as per Clause 32 of GTC and as specified elsewhere in the CONTRACT.~~	Not acceptable. Clause 35.1 is retained without change. (1) The aggregate liability cap shall remain 100% of the Contract Value is appropriate to the scale, duration and criticality of this project and shall not be reduced to 10%; a 10% cap absorbing all LDs, SLA penalties, deductions and risk-purchase costs would leave OWNER without adequate remedy. (2) Clause 35.1(a) to (e) — breach of applicable laws, gross negligence, fraud or wilful misconduct, IP infringement, indemnification under Clause 32, and risk-purchase under Clause 17.2 — shall remain uncapped. (3) Clause 34 already protects both parties against indirect and consequential loss. The proposed 10% cap and inclusion of the stated carve-outs within a capped amount are not accepted. The clause shall prevail.

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			OWNER as per Clause 32 of GTC and as specified elsewhere in the CONTRACT. e. Provisions under Clause 17.2 of GTC"	~~e. Provisions under Clause 17.2 of GTC~~ **The foregoing 10% aggregate cap includes all liquidated damages, SLA penalties, service credits, deductions, set-off, risk-purchase/excess costs and every other non-indemnity monetary liability. Separately, the aggregate liability of the CONTRACTOR under all indemnities under the CONTRACT shall in every case be capped at 100% of the CONTRACT VALUE. No liability shall be recovered more than once for the same event.**	

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3	Section IV – GTC, PDF p. 26, Clause 38.2 and 38.3 Section V – STC, PDF p. 4, Clause Part I, 9.4	INTELLECTUAL PROPERTY RIGHTS (IPR) AND TRADEMARKS / OWNERSHIP, TITLE AND INTELLECTUAL PROPERTY	"38.2 All documents, drawings, technical know-how, calculations, computer print-outs, computer files, computer software designs and inventions created, supplied or developed by the CONTRACTOR pursuant to or in the performance of this CONTRACT whether fully or partially completed and relating to the GOODS shall be the property of the OWNER and the copyright for the same shall be vested in the OWNER. 38.3 Subject to the OWNER's rights pursuant to this CONTRACT, the CONTRACTOR shall retain all intellectual property in all	Kindly confirm that OWNER ownership is limited to bespoke deliverables created and paid for specifically under the project. The Bidder/OEM/licensor must retain all pre-existing and independently developed IP, COTS/SaaS platforms, tools, libraries, frameworks, generic drivers, accelerators, models, algorithms, know-how and improvements, with OWNER receiving the necessary non-exclusive project-use licence for embedded background IP and subject to third-party terms. Amendment Clause: 38.2 All documents, drawings, technical know-how, calculations, computer print-outs, computer files, computer software designs and inventions created, supplied or developed by the CONTRACTOR pursuant to or in the performance of this CONTRACT whether fully or partially completed and relating to the GOODS shall be the property of the OWNER and the copyright for the same shall be vested in the OWNER. 38.3 Subject to the OWNER's rights pursuant to this CONTRACT, the CONTRACTOR shall retain all intellectual property in all documents including (without limitation)	OWNER's ownership under Clause 9.4 of the STC and Clause 38.2 of the GTC extends to the bespoke, project-specific deliverables created for OWNER — the code, EVC / OEM drivers, integrations, dashboards, use cases and configurations developed specifically for OWNER — and their documentation. The CONTRACTOR, OEMs and licensors retain their pre-existing and independently developed IP and their COTS / SaaS platforms, tools, libraries and know-how, provided to OWNER on a SaaS / licence basis per the Scope of Work. Where such background IP is embedded in an OWNER-owned deliverable, OWNER receives a perpetual, non-exclusive licence to use it for the Project, including the right to pass it to a successor agency operating the System for OWNER, surviving expiry or termination, at no additional

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			documents including (without limitation) drawings, transparencies, prints, photographs, negatives, computer files, working notes and books and inventions created by the CONTRACTOR prior to this CONTRACT and which shall not have been prepared by the CONTRACTOR at the request of the OWNER or pursuant to a previous contract or arrangement with the OWNER." "9.4 All intellectual property in code, drivers, integrations, dashboards and use cases developed specifically for OWNER under this CONTRACT shall rest solely with	drawings, transparencies, prints, photographs, negatives, computer files, working notes and books and inventions created by the CONTRACTOR prior to this CONTRACT and which shall not have been prepared by the CONTRACTOR at the request of the OWNER or pursuant to a previous contract or arrangement with the OWNER. 9.4 ~~All intellectual property in code, drivers, integrations, dashboards and use cases developed specifically for OWNER under this CONTRACT shall rest solely with OWNER. The CONTRACTOR shall not claim any Intellectual Property Rights in them~~. **All intellectual property in bespoke code, integrations, dashboards and use cases created and paid for specifically for OWNER under this CONTRACT shall vest in OWNER. The CONTRACTOR, OEMs and licensors shall retain all pre-existing or independently developed intellectual property, COTS/SaaS platforms, tools, libraries, frameworks, generic drivers, accelerators, models, algorithms, know-how, improvements and third-party materials. To the extent such background intellectual property is embedded in an OWNER-owned deliverable,**	cost, subject to the CONTRACTOR procuring and maintaining all required third-party licences. The EVC / OEM drivers shall be handed over with build instructions, dependencies and test procedures.

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			OWNER. The CONTRACTOR shall not claim any Intellectual Property Rights in them."	**OWNER shall receive a perpetual, non-exclusive, non-transferable (except to a successor operating the System for OWNER) licence to use it solely for the Project, subject to applicable third-party licence terms.**	

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4	Section IV – GTC, PDF p. 28, Clause 42.1 to 42.5	TERMINATION AND EFFECT OF TERMINATION	"42.1 The OWNER reserves the right to terminate the CONTRACT either in whole or in part, upon occurrence of one or more of the following events by giving 30 days' notice in writing to the CONTRACTOR: a. Breach of contractual obligation by the CONTRACTOR b. Insolvency or bankruptcy of the CONTRACTOR , or being a OWNER, entering into receivership, administrative receivership, administration or liquidation (or any equivalent thereof) whether compulsory or voluntary, except liquidation for the purpose of	Kindly restrict default termination to a material breach not cured within 30 days (or an agreed cure plan where cure reasonably requires longer), provide at least 30 days' notice for convenience termination, and confirm that on termination for any reason OWNER will pay all undisputed amounts for work performed, work in progress and usable deliverables, non-cancellable commitments, future costs previously incurred/committed solely for the Project, and reasonable demobilisation and exit costs. Risk-purchase recovery should apply only to uncured Bidder default and remain within the 10% aggregate cap. Amendment Clause: 42.1 The OWNER reserves the right to terminate the CONTRACT either in whole or in part, upon occurrence of one or more of the following events by giving 30 days' notice in writing to the CONTRACTOR: a. ~~Breach of contractual obligation by the CONTRACTOR~~ **Material breach of a contractual obligation by the CONTRACTOR that remains uncured for thirty (30) days after detailed written notice, or such longer period under an agreed cure plan where**	The proposed amendments are not accepted. Clause 42.1 shall remain unchanged, including the OWNER's right to terminate for the specified defaults by giving 30 days' written notice. Clause 42.2 permits termination for convenience on 24 hours' written notice and shall not be amended to 30 days. On termination, payment, if any, shall be limited to amounts payable under the CONTRACT for GOODS delivered and accepted and SERVICES performed and certified, subject to applicable deductions and recoveries; no payment shall be due for unaccepted work-in-progress, future costs, non-cancellable commitments or demobilisation/exit costs. OWNER's rights under Clauses 42.3, 42.5 and 17.2, including recovery of additional procurement costs, are retained. Under Clause 42.4, no claim shall

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			reconstruction or amalgamation while solvent. c. Failure to fulfil any of the CONTRACTOR's obligations under the CONTRACT The decision of the OWNER regarding occurrence of any of the aforesaid events shall be final and binding on the PARTIES. 42.2 Without prejudice to, and in addition to, the OWNER's other rights under this CONTRACT; the OWNER shall have the right to terminate this CONTRACT or any part thereof without assigning any reason at any time by giving 24 hours written notice to the CONTRACTOR. 42.3 In the event the	**cure reasonably requires longer** b. Insolvency or bankruptcy of the CONTRACTOR , or being a OWNER, entering into receivership, administrative receivership, administration or liquidation (or any equivalent thereof) whether compulsory or voluntary, except liquidation for the purpose of reconstruction or amalgamation while solvent. c. ~~Failure to fulfil any of the CONTRACTOR's obligations under the CONTRACT~~ **Material failure to fulfil an obligation under the CONTRACT, subject to the cure period above** ~~The decision of the OWNER regarding occurrence of any of the aforesaid events shall be final and binding on the PARTIES.~~ **Any dispute as to occurrence of a termination event shall be subject to Clause 44.** 42.2 Without prejudice to, and in addition to, the OWNER's other rights under this CONTRACT; the OWNER shall have the right to terminate this CONTRACT or any part thereof without assigning any reason at any time by giving ~~24 hours written notice~~ **thirty (30) days' written notice** to the CONTRACTOR. 42.3 In the event the OWNER terminates the	be entertained for GOODS procured but not utilised.

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			OWNER terminates the CONTRACT in whole or in part, as above, the OWNER may procure, upon such terms and in such manner as it deems appropriate, goods / services similar to those undelivered and the CONTRACTOR shall be liable to the OWNER for any excess costs for such similar goods/ services. However, the CONTRACTOR shall continue performance of the CONTRACT to the extent not terminated. This is without prejudice to any of the OWNER's rights to deduct/ withhold any amount as specified elsewhere in this CONTRACT. 42.4 If GOODS procured by the	CONTRACT in whole or in part, as above, the OWNER may procure, upon such terms and in such manner as it deems appropriate, goods / services similar to those undelivered and the CONTRACTOR shall be liable to the OWNER for any excess costs for such similar goods/ services. However, the CONTRACTOR shall continue performance of the CONTRACT to the extent not terminated. This is without prejudice to any of the OWNER's rights to deduct/ withhold any amount as specified elsewhere in this CONTRACT. 42.4 ~~If GOODS procured by the CONTRACTOR, but not utilized till date of termination will be the responsibility of the CONTRACTOR and no claim will be entertained by the OWNER for the same.~~ **42.4 Upon termination for any reason, OWNER shall pay all undisputed amounts for work performed, work in progress and usable deliverables, non-cancellable commitments, future costs previously incurred or irrevocably committed solely for the Project, and reasonable demobilisation and exit costs.** 42.5 The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any costs incurred by the	

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			CONTRACTOR, but not utilized till date of termination will be the responsibility of the CONTRACTOR and no claim will be entertained by the OWNER for the same. 42.5 The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any costs incurred by the CONTRACTOR including, but not limited to, input material/labour cost, etc. In case OWNER has to incur expenses due to the same, the same shall be recovered from the dues payable to the CONTRACTOR and / or security deposit held with OWNER."	CONTRACTOR including, but not limited to, input material/labour cost, etc. In case OWNER has to incur expenses due to the same, the same shall be recovered from the dues payable to the CONTRACTOR and / or security deposit held with OWNER. **42.5 Excess re-procurement costs may be recovered only following termination for an uncured material default of the CONTRACTOR, shall be reasonable, documented and mitigated, and shall form part of the single aggregate 10% non-indemnity liability cap.**	

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5	SECTION V: SPECIAL TERMS OF CONTRACT (STC) – COMMERCIAL, Page 3	7. CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG)	The CONTRACTOR shall furnish an unconditional and irrevocable Contract-cum-Performance Bank Guarantee (CPBG), in the prescribed form, issued by a bank acceptable to OWNER, within 21 days of the date of LOA / Work Order.	"The CONTRACTOR shall furnish an unconditional and irrevocable Contract-cum-Performance Bank Guarantee (CPBG), in the prescribed form, issued by a bank acceptable to OWNER, **OR an Insurance Surety Bond issued by an IRDAI-registered insurance company authorized to issue Surety Insurance Bonds**, in the prescribed format acceptable to OWNER, within 21 days of the date of LOA / Work Order." **Justification:** Insurance Surety Bonds are recognized as an acceptable form of Performance Security under Rule 171 of GFR 2017. Permitting the same would provide an alternative security instrument and reduce utilization of bidders' banking limits/working capital, while preserving GEL's financial protection since the Surety Bond can carry the same value, validity, unconditionality and invocation provisions as the existing CPBG. Department of Expenditure	Insurance Surety bond in lieu of irrevocable Contract-cum-Performance Bank Guarantee (CPBG) is not acceptable. The CONTRACTOR shall furnish the CPBG in the prescribed form, issued by a bank acceptable to OWNER, within the period and for the amount and validity specified in the CONTRACT.

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6	Volume cl Page no.16–17 (cl. 17.2)	35.1, 32, 17.2	Cap of 100% of contract value, but it "shall not apply" to breach of law, gross negligence/fraud/wilful misconduct, IPR infringement, "Indemnification of OWNER as per Clause 32 of GTC and as specified elsewhere in the CONTRACT" and "Provisions under Clause 17.2" (risk purchase: "liability in this respect shall be unlimited without exception").	Aggregate cap of 100% of contract value, inclusive of indemnities (except third-party IP infringement, fraud and wilful misconduct), LDs, SLA penalties and risk-purchase costs; delete unlimited risk-purchase liability.	Not acceptable. Clause 35.1 and Clause 17.2 is retained without change. The aggregate cap of 100% of the Contract Value applies to the CONTRACTOR's liability generally, and the carve-outs at Clause 35.1(a) to (e) — breach of applicable laws, gross negligence, fraud or wilful misconduct, IP infringement, indemnification under Clause 32, and risk-purchase under Clause 17.2 — remain outside that cap and uncapped. Bringing indemnities, LDs, SLA penalties and risk-purchase within the cap, and deleting the unlimited risk-purchase liability under Clause 17.2, is not accepted. LDs and SLA penalties continue to be governed by the penalty framework of the Scope of Work.
7	Clause 24 of ITB/Page 15 of 16	OWNER'S RIGHT TO VARY QUANTITIES	24.1. OWNER reserves the right to increase or decrease the quantities specified in the	Kindly limit addition/deletion to +-15%.	Tender terms shall prevail

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			Schedule of Rates during the CONTRACT period, without any change in unit price or other terms and conditions.		
8	7	11. EARNEST MONEY DEPOSIT (EMD)	BIDDER shall submit Earnest Money Deposit (EMD) along with the BID, as Bid security for amount specified on the e-Tendering Portal and/or narrated in this clause, failing which the BID shall be rejected. Earnest Money Deposit (EMD) can be paid in the form of Bank Guarantee as per format given in Tender (Ref. Annexure - A) or through RTGS/ NEFT to following GEL bank account. The UTR no. for the paid Earnest Money Deposit to be mentioned on (N) procure portal. The	BIDDER shall submit Earnest Money Deposit (EMD) along with the BID, as Bid security for amount specified on the e-Tendering Portal and/or narrated in this clause, failing which the BID shall be rejected. Earnest Money Deposit (EMD) can be paid in the form of Bank Guarantee as per format given in Tender (Ref. Annexure - A) **or through Insurance Surety Bond issued by an IRDAI-registered Insurance Company authorized to issue Surety Insurance Bonds** or through RTGS/ NEFT to following GEL bank account. The UTR no. for the paid Earnest Money Deposit to be mentioned on (N) procure portal. The Unique Transactions Reference (UTR) number for the paid Earnest Money Deposit to be mentioned on (N) procure portal. OWNER will not be held responsible for any error while making online payment. **Justification**: Insurance Surety Bonds are recognized as an alternative security	Insurance Surety bond in lieu of Earnest Money Deposit (EMD) is not acceptable.

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			Unique Transactions Reference (UTR) number for the paid Earnest Money Deposit to be mentioned on (N) procure portal. OWNER will not be held responsible for any error while making online payment.	instrument under the Government procurement framework. Permitting the same would provide bidders an additional legitimate mode of furnishing Bid Security, reduce blockage/utilization of banking limits and working capital, and encourage wider participation without diluting GEL's financial security. The Surety Bond may be made subject to the same validity, unconditionality and invocation requirements applicable to the existing Bank Guarantee.	

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9	Page No: 24/34 Clause No: 32	32. INDEMNITY	32.1 To the fullest extent permitted by Law, CONTRACTOR shall indemnify, defend, and hold harmless OWNER, its affiliates, and subsidiary companies or entities, and its and their respective officers, directors, agents, and employees from and against all claims, liabilities, damages, losses, costs, and expenses including, but not limited to, attorneys' fees and costs of court (collectively, the "Claims"), arising out of, connected with, or alleged to arise from or be connected with any event or circumstance which occurs or exists, or is alleged to have occurred or existed, in	Purchaser shall indemnify Bidder from any third-party claims if the reasons for the claim(s) are not solely attributable to Bidder under this Contract. Purchaser shall fully indemnify Bidder for any statutory compliances that are applicable to the Purchaser under this Contract. The Purchaser shall indemnify and hold harmless Bidder against any and all losses, claims, expenses, liabilities and damages for: (a)personal injury or death to any employee of the Purchaser or any third party; and (b)loss or damage to any property of the Purchaser or any third party, except in the event such personal injury, death, loss or damage is a direct result of Bidder's gross negligence.	Not acceptable. Indemnity obligations under the CONTRACT flow from the CONTRACTOR to OWNER in accordance with Clause 32 and the other applicable provisions of the CONTRACT. OWNER shall not provide the proposed reciprocal indemnity. Each PARTY remains responsible for its own acts, omissions and statutory obligations, subject to the express allocation of risk under the CONTRACT.

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			any way related to the manufacture, delivery, performance or installation of the GOODS/SERVICES, either directly or indirectly, including (without limiting the generality of the foregoing) all Claims on account of personal injury, death, or property loss to CONTRACTOR, OWNER, or any other party, including any Claims based upon or arising out of CONTRACTOR's sole, joint, or contributory negligence or strict liability, except to the extent that any such Claim arises out of, or is attributable, to OWNER's gross negligence or wilful misconduct.		

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			32.2 The CONTRACTOR shall at all times indemnify and keep indemnified OWNER against all CLAIMS, loss, demands, proceedings, charges and expenses, liability of personal injury (including death), and/or damage omission or default by the CONTRACTOR or his representative and arising out of or connected with the performance of CONTRACT and arising out of non-compliance with the Law. 32.3 The CONTRACTOR undertakes responsibility for and shall indemnify OWNER or their employees from all		

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			liability, CLAIMS, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost with respect to any breach of the CONTRACTOR's obligation under the CONTRACT or for which the CONTRACTOR has assumed under any order local or national Law or Laws.		

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10	Page No: 27/34 Clause No: 39	39. PERMITS, LICENSES, STATUTORY AND OTHER REQUIREMENTS	39.1 The CONTRACTOR shall obtain at its own risk and expense, all permits, licenses, registrations, certificates or other administrative authorizations as may be required by any GOVERNMENTAL AUTHORITY from time to time or may be necessary or incident to the CONTRACTOR's business in the jurisdictions where the CONTRACTOR has to fulfil its obligations under this CONTRACT. 39.2 The CONTRACTOR shall comply with the Legislation and other requirements affecting the completion of the work associated with the GOODS/SERVICES, including delivery as	Kindly accept that any statutory registration/approval/permit/consent/license required in this Tender/Contract including approvals required under laws SHALL NOT BE IN the scope of Bidder/Bidder under this Tender/Contract and all statutory approvals required under this Tender/Contract shall be fully in the scope of responsibility and adherence of Purchaser.	Not acceptable. Clause 39.1 stands: the CONTRACTOR shall obtain, at its own cost, all permits, licences, registrations and authorisations necessary or incident to the CONTRACTOR's business and its performance under the CONTRACT. Approvals that only the asset owner can hold will be obtained by OWNER with the CONTRACTOR's support, as already provided in the Scope of Work. Clause 39 otherwise prevails.

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			per the CONTRACT. 39.3 The CONTRACTOR shall not under any circumstances apply to, or enter into negotiations with, or agree with any GOVERNMENTAL AUTHORITY or agency for acceptance of variations from or revisions to Legislation without the OWNER's prior written consent, except to the extent such matters pertain only to the CONTRACTOR's equipment and the CONTRACTOR's PERSONNEL, which do not and cannot directly or indirectly affect the OWNER's legal obligations, equipment, sites or personnel.		

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11	Page No: 28/34 Clause No: 41	41. SUSPENSION OF CONTRACT	41.1 The CONTRACTOR shall, if instructed in writing by the OWNER'S REPRESENTATIVE, temporarily suspend the works/SERVICES or any part thereof for such written instruction, and resume the same only after receipt of written intimation to proceed therewith. 41.2 The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by reason of temporary suspension of the works/SERVICES aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension as aforesaid will be	Kindly accept that bidder shall be entitled to claim payments from Purchaser for all supplies and/or services completed including work in progress till the date of any termination /expiry /cancel /suspension of this Contract. Bidder shall be entitled to claim applicable interest rate from Purchaser for any delayed payments to Bidder under this Contract. Purchaser will provide sixty (60) days prior written notice to Bidder for any termination/suspension/cancellation of this Contract. Bidder is entitled to terminate this Contract for any material breach by the Purchaser and Bidder shall claim full costs compensation from the Purchaser to the extent of performance completed and work in progress status under this Contract.	On termination for convenience, OWNER shall pay for GOODS delivered and accepted and SERVICES performed and certified up to the effective date, consistent with the STC and OWNER's reply to Query 4; no payment arises for work-in-progress not accepted, nor on a termination for the CONTRACTOR's default. The notice periods in Clause 42 prevail; a 60-day notice is not agreed. The CONTRACTOR is not granted an independent right of termination. A guaranteed interest entitlement is not agreed; delayed-payment interest, where applicable, is governed by the CONTRACT and the MSME Act. Clause 41 (suspension) stands, with extension of time for OWNER-directed suspension. **The above reply also holds good for Query at Sr.No. 12**

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			granted to the CONTRACTOR, should he apply for the same, provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.		

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12	Page No: 28-29/34 Clause No: 42	42. TERMINATION AND EFFECT OF TERMINATION	42.1 The OWNER reserves the right to terminate the CONTRACT either in whole or in part, upon occurrence of one or more of the following events by giving 30 days' notice in writing to the CONTRACTOR: a. Breach of contractual obligation by the CONTRACTOR b. Insolvency or bankruptcy of the CONTRACTOR , or being a OWNER, entering into receivership, administrative receivership, administration or liquidation (or any equivalent thereof) whether compulsory or voluntary, except liquidation for the		

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			purpose of reconstruction or amalgamation while solvent. c. Failure to fulfil any of the CONTRACTOR's obligations under the CONTRACT The decision of the OWNER regarding occurrence of any of the aforesaid events shall be final and binding on the PARTIES. 42.2 Without prejudice to, and in addition to, the OWNER's other rights under this CONTRACT; the OWNER shall have the right to terminate this CONTRACT or any part thereof without assigning any reason at any time by giving 24 hours written notice to		

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			the CONTRACTOR. 42.3 In the event the OWNER terminates the CONTRACT in whole or in part, as above, the OWNER may procure, upon such terms and in such manner as it deems appropriate, goods / services similar to those undelivered and the CONTRACTOR shall be liable to the OWNER for any excess costs for such similar goods/ services. However, the CONTRACTOR shall continue performance of the CONTRACT to the extent not terminated. This is without prejudice to any of the OWNER's rights to deduct/ withhold any amount as specified elsewhere		

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			in this CONTRACT. 42.4 If GOODS procured by the CONTRACTOR, but not utilized till date of termination will be the responsibility of the CONTRACTOR and no claim will be entertained by the OWNER for the same. 42.5 The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any costs incurred by the CONTRACTOR including, but not limited to, input material/labour cost, etc. In case OWNER has to incur expenses due to the same, the same shall be recovered from the dues payable to the CONTRACTOR and / or		

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			security deposit held with OWNER. 42.6 GOODS shall not be or be deemed to be an asset in a bankruptcy if CONTRACTOR, voluntarily or not, becomes or is declared bankrupt.		

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13	Page No: 30-31/34 Clause No: 45	45. CONFLICT OF INTEREST, ETHICAL STANDARDS	45.1 The CONTRACTOR shall not, without the prior approval of the OWNER, participate in any business entity where use could be made of, or divulge to any third party, any information, knowledge or a relationship arising out of the CONTRACT or where such participation or action could conflict with the interests of OWNER. 45.2 No director, officer, employee, consultant or servant of the CONTRACTOR shall enter into any business arrangement with any director, officer, employee, consultant or servant of OWNER without full written and timely	Kindly accept that both Parties shall fully adhere and comply with all the applicable Indian laws including but not limited to laws, rules, regulations, decrees and/or official governmental orders relating to anti-bribery laws and anti-corruption, protecting human rights laws, anti-money laundering and anti-tax evasion laws, trade control and import/export laws ("integrity laws") applicable to the Parties and performance of this Contract in India. Parties hereby agree that only in the event of a non-compliance of integrity laws either party has a right to terminate this Contract after giving a written notice of thirty (30) days to cure the said non-compliance. Bidder adheres with Bidder Code of Conduct.	Compliance by both PARTIES with applicable laws is acknowledged. However, the proposed restriction of termination rights to integrity-law breaches and the introduction of a 30-day cure period are not accepted. OWNER's rights under Clauses 42 and 43, and the CONTRACTOR's obligations under Clauses 45 and 46, shall remain unaffected. The CONTRACTOR shall comply with the conflict-of-interest and ethical standards under Clause 45 and the requirements relating to corrupt, fraudulent, unfair trade and coercive practices under Clause 46. OWNER's rights to reject a bid, declare a firm ineligible, suspend or debar a CONTRACTOR under the GTC shall not be diluted. **The above reply also holds good for Query at Sr.No. 14**

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			disclosure to OWNER. 45.3 The CONTRACTOR shall not accept any commission or any other payment from tenderers, contractors, vendors or any third party concerned with the work. 45.4 Each PARTY represents and warrants that it has conducted and shall conduct its business in accordance with the highest ethical standards and it shall comply with all applicable Laws in the performance of its obligations under the CONTRACT including but not limited to Laws dealing with ethical business practices. If at any time during the		

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			term of the CONTRACT a party hereto is informed or information comes to such Party's attention that it is or may be in violation of any applicable Law (or if it is so determined by any court, tribunal or other governmental authority), such Party shall immediately take all appropriate steps to remedy such violation and comply with such Law in all respects. Further, each Party hereto shall establish and maintain all proper records (including accounting records) required by applicable Law.		

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14	Page No: 31/34 Clause No: 46	46. CORRUPT AND FRAUDULENT PRACTICES	46.1 The OWNER requires that CONTRACTOR observe the highest standard of ethics during the execution of CONTRACT. In pursuance of this policy, the OWNER defines, for the purposes of this provision, the terms set forth below as follows: a. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and b. "Fraudulent Practice" means a misrepresentation of facts in order to influence the		

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			execution of a CONTRACT to the detriment of the OWNER, and includes collusive practice amongst CONTRACTORs (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition; c. "Unfair trade practices" means supply of materials different from what is ordered on, or change in the Scope of Work which was given by OWNER in the CONTRACT d. "Coercive Practices" means harming or threatening to harm, directly or indirectly,		

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			persons or their property to influence their participation in the execution of Contract. 46.2 OWNER will reject a proposal for award, if it determines that the CONTRACTOR recommended for award is engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for the award in question; 46.3 OWNER will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the OWNER determines that the firm has engaged in Corrupt or Fraudulent or Unfair		

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			trade or Coercive Practices in competing for or in executing a contract.		
15	Page No: 4/10 Clause No: 10	10. INSURANCE	10. INSURANCE 10.1 The CONTRACTOR shall, at its own cost, maintain insurance as specified in Clauses 3.7.5 and 4.2.11 of the Scope of Work for the entire contract duration. This covers: (a) all hardware, against theft, water damage, vandalism, power fluctuation, fire and allied perils; (b) employer's liability and workmen's compensation; and (c) professional indemnity and cyber liability. OWNER shall be named loss payee for OWNER-owned hardware.	Kindly accept that Transit insurance will be in Purchaser scope. There are no insurances in Bidder scope. Incoterms 2020: Ex works- Bidder premises.	The CONTRACTOR shall maintain insurance as per Clause 10 of the GTC and Clauses 3.8.5 and 4.2.11 of the Scope of Work — covering hardware, transit, employer's liability, professional indemnity and cyber risks — for the full contract duration. Delivery is to OWNER's sites, inclusive of freight and transit insurance, as per the Scope of Work. Ex-works delivery and the exclusion of all insurance from the CONTRACTOR's scope are not accepted.

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			10.2 The CONTRACTOR shall file and pursue all insurance claims to conclusion at its own cost. Service restoration shall not await claim settlement.		
16		Trade Control		• Trade Control: (a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect trans-actions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the Contract (collectively,	Not acceptable. Each PARTY shall comply with applicable laws governing its activities under the CONTRACT. However, the proposed unilateral rights of the CONTRACTOR to suspend or terminate performance, disclaim liability and seek an indemnity from OWNER are not accepted. The CONTRACT shall remain governed by Indian law under Clause 44, and the applicable provisions of Clauses 39, 45 and 46 shall prevail.

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				"Trade Control Laws"). (b) The Parties confirm that they have not violated, shall not violate, and shall not cause the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the Contract neither it, nor any of their respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person). (c) If, as a result of Trade Control Laws issued or amended after the date of the Contract, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a sanctions agency is not granted, the performance by Bidder or any of its affiliates be-comes illegal or impracticable, Bidder	

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				shall be entitled to either immediately suspend the performance of the affected obligation under the Contract until such time as Bidder may lawfully discharge such obligation or unilaterally terminate the Contract in whole or in part. Bidder will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of Contract. (d) The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Equipment and Services. Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At Bidder's request, Purchaser shall provide to Bidder a Letter of Assurance and End-User Statement in a form reasonably satisfactory to Bidder. (e) The Purchaser represents and warrants that the Equipment and Services are for civil use only. The Purchaser further represents	

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				that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from Bidder to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by Bidder including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by Bidder at any time). (f) If the Purchaser infringes any obligations in this Trade Controls clause in connection with the Contract, the Purchaser must immediately notify Bidder. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and Bidder shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by Bidder, and Bidder shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify Bidder for all liabilities, damages, costs, or expenses incurred as a result of any such violation,	

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				breach and/or termination of the Contract. Bidder may report such violations to relevant authorities as required by applicable Trade Control Laws. (g) For the avoidance of doubt, no provision in this Contract shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.	
17		General	Additional clauses	COVID IMPACT- Deliveries may be affected by (a) measures implemented by municipal, provincial and federal authorities across the world restricting travel, instituting localized quarantines or requiring companies to interrupt operations in order to contain the spread of COVID-19 or (b) measures implemented by governments, recognized health authorities or private entities to adhere to recommendations from authorities to contain the spread of COVID-19. Honeywell will use reasonable endeavours, in accordance with laws and recommendations from recognized health or other authorities, to minimize any such disruptions due to these types of events. The quoted delivery dates may be adjusted by Honeywell accordingly, and Honeywell will not be liable	Not acceptable. Relief for events beyond the CONTRACTOR's control is governed solely by the Force Majeure clause (Clause 40) of the GTC. The proposed COVID / delivery-adjustment, waiver of liquidated damages and cancellation-recovery terms are not accepted.

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				for damages, including Liquidated Damages, for any delays caused by these types of events. For the avoidance of doubt, the provisions of the Force Majeure clause will be effective even through the circumstance or contingency giving rise to inability of performance will have been operative on the date hereof. If Buyer cancels an Order without cause, Honeywell may enforce any available remedies against Buyer, including seeking recovery of expenses incurred by Honeywell due to producing Deliverables including expenses and costs associated with demobilization, remobilization, contract breakage, restocking, product obsolescence and stranded costs.	
18		General	Additional clauses	INVENTIONS & INTELLECTUAL PROPERTY: No right, title or interest in Intellectual Property provided by Vendor is transferred to Buyer under the Agreement. All Intellectual Property and results of Services, including software, models, designs, drawings, documents, inventions, and know-how ("Inventions"), conceived or developed by Vendor in connection with the Agreement, are the sole property of Vendor and Buyer assigns any rights it may have in such Inventions to Vendor. All Software delivered	Not acceptable. Ownership of project-specific deliverables and the treatment of background / third-party intellectual property shall be governed by Clauses 38.1 to 38.6 of the GTC, Clause 9 of the STC and the Scope of Work. OWNER's rights in project-specific deliverables shall not be assigned to the CONTRACTOR. The CONTRACTOR may retain its pre-

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				by Vendor is subject to a software license or software subscription agreement ("License"). If Buyer does not agree to a License with Vendor, Buyer does not have a license or right to Software. Buyer retains all rights in its own data and other information collected by Vendor deliverables from Buyer or third party devices or equipment ("Input Data"). Vendor and its Affiliates have the right to use Input Data in the required form to provide, protect, improve or develop Vendor products or services. Vendor may also use the Input Data for other purposes, provided it is in an anonymized form that does not identify Buyer. All inventions and algorithms derived from Input Data (but excluding Input Data itself) are Vendor´s intellectual property and are owned solely exclusively by Vendor. Any Buyer Personal Data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement and applicable law. This section survives termination of this Agreement.	existing intellectual property in accordance with Clause 38.3, subject to providing OWNER the rights and licences required under the CONTRACT for use and operation of the deliverables. OWNER data shall not be used for the CONTRACTOR's independent product development or other purposes without OWNER's prior written consent.
19		General	Additional clauses	VENDOR'S RIGHT TO TERMINATE: Seller may terminate this Agreement by giving written notice to the Buyer on the following events: failure of Buyer to make payment within 30	Not acceptable. Termination rights under this CONTRACT are as set out in Clause 42 of the GTC. The CONTRACTOR is not

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				days of invoice or the Seller has reasonable grounds to believe that the Buyer is unable to make payment, and failure to remedy the breach within 3 calendar days after receipt of written notice of non-payment from Vendor; or c. insolvency or suspension of other Party's operations or any petition filed or proceeding made by or against other Party under any state, Central or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment for benefit of creditors or other similar proceedings	granted an independent right of termination, including on grounds of payment timing or OWNER's perceived financial standing. Payment is governed by the payment terms of the CONTRACT.
20		General	Additional clauses	VENDOR'S RIGHT TO TERMINATE: Seller may terminate this Agreement by giving written notice to the Buyer on the following events: failure of Buyer to make payment within 30 days of invoice or the Seller has reasonable grounds to believe that the Buyer is unable to make payment, and failure to remedy the breach within 3 calendar days after receipt of written notice of non-payment from Vendor; or c. insolvency or suspension of other Party's operations or any petition filed or proceeding made by or against other Party under any state, Central or other applicable law relating to bankruptcy, arrangement, reorganization, receivership or assignment	Not acceptable, for the reasons given in reply to Query 19. Termination rights are as set out in Clause 42 of the GTC; no independent right of termination is granted to the CONTRACTOR.

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				for benefit of creditors or other similar proceedings	
21		General	Additional clauses	CYBER SECURITY: Cyber security services will be provided in professional and workmanlike manner. Honeywell makes no guaranty that the cyber security products ("CS Products"), inclusive of equipment, software and services will prevent or mitigate the impact of any cyber-attack. Honeywell's sole liability, for failure of the CS Products is replacement of the defective product and/or re-performance of the defective service, provided Buyer notifies Honeywell of the defects during the warranty period. Third Party CS Product, if any, are provided to customer subject to such Third Parties' standard terms and conditions (including software license terms) and Honeywell has no liability with respect to the performance or non-performance of the same.	Not acceptable. The CONTRACTOR's cyber-security obligations, warranties and liabilities are as set out in the Scope of Work, STC and the GTC and are not limited to replacement of the product or re-performance of the service. The proposed restriction of the CONTRACTOR's liability to replacement or re-performance, and the blanket exclusion of liability for third-party products, are not accepted. The CONTRACTOR remains responsible for the acts and omissions of its subcontractors and for ensuring that all components supplied under the CONTRACT meet the contractual requirements.

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22		General	Additional clauses	ECONOMIC SURCHARGE: Honeywell may, from time to time and in its sole discretion, issue surcharges on new and existing Contract in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Honeywell will invoice Company, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Contract. If a dispute arises with respect to Economic Surcharges, and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this section shall	Not acceptable. Prices are firm and fixed for the rate-validity / contract period, with no escalation, as per the GTC and the Schedule of Rates. Economic surcharges of any kind are not accepted.

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				prevail in the event of inconsistency with any other terms in this Contract. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Contract. ECONOMIC SURCHARGE: Honeywell may, from time to time and in its sole discretion, issue surcharges on new and existing Contract in order to mitigate and/or recover increased operating costs arising from or related to, without limitation: (a) foreign currency exchange variation; (b) increased cost of third-party content, labor and materials; (c) impact of duties, tariffs, and other government actions; and (d) any other circumstances that increase Honeywell's costs, including, without limitation, increases in freight, labor, material or component costs, and increased costs due to inflation (collectively, "Economic Surcharges"). Honeywell will invoice Company, through a revised or separate invoice, and Company agrees to pay for the Economic Surcharges pursuant to the standard payment terms in this Contract. If a dispute arises with respect to Economic Surcharges, and that dispute	

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				remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance and future shipments or combine any other rights and remedies as may be provided under this Agreement or permitted by law until the dispute is resolved. The terms of this section shall prevail in the event of inconsistency with any other terms in this Contract. Any Economic Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in this Contract.	

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23		General	Additional clause for Project Delay	"Vendor is not be liable for any delays or increased costs caused by delays in obtaining required materials or services from Owner or Owner designated suppliers. If Owner - caused delay occurs, and the delay is not force majeure related, then the price and other affected terms will be adjusted to reflect increased costs, delay, and other adverse impact suffered by Vendor. If delivery of goods, services, or other information necessary for performance of this project is delayed due to conduct of Owner or Owner -designated supplier, then Vendor may store materials and equipment at Owner risk and expense and may charge Owner for the delay."	A delay directly attributable to OWNER may be considered for a reasonable extension of the delivery / completion schedule in accordance with Clause 14.4, provided the CONTRACTOR gives the required prior intimation and the delay is not attributable to the CONTRACTOR. No price revision, storage charges, insurance charges or open-ended cost recovery shall be payable. Clause 41.2 shall continue to apply to OWNER-directed suspension.
24		General		CONFIDENTIALITY OF INFORMATION: Confidentiality obligations shall apply mutatis mutandis to the Purchaser/Owner/Buyer, to the extent applicable. Confidential Information" is information that: (a) is marked as "Confidential" or "Proprietary" at the time of disclosure; or (b) is disclosed orally or visually, is identified by the Party disclosing the information ("Discloser") as confidential at the time of disclosure, and is designated as confidential in a writing sent to the receiving Party ("Recipient") within 30	Confidentiality is governed by Clause 36 of the GTC and the NDA to be executed. OWNER has no objection to confidentiality obligations applying mutually to the extent appropriate. However, limiting protection to information marked "Confidential", a five-year sunset, and the specific injunctive-relief wording

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				days after disclosure that summarizes the Confidential Information sufficiently for identification. Unless otherwise specified, each Party's obligations with respect to the Confidential Information of the other Party will continue for five years after the date of receipt. Parties agree that breach of the confidentiality obligations by the Recipient will cause irreparable damage for which money damages will not be fully adequate, and Discloser is entitled to seek injunctive relief, in addition to any other legal remedies.	proposed, are not accepted; the GTC and NDA terms prevail.
25		General		PERSONAL DATA PROTECTION: Each Party acknowledges and agrees that it may process certain business contact details relating to individuals engaged by the other Party in the performance of that other Party's obligations under this Agreement ("Staff"). Each Party will take appropriate technical and organizational measures to protect such personal data against any security breaches and shall securely delete it once no longer required for the purposes for which it is processed. Where appropriate and in accordance with the applicable data protection legislation, each Party shall inform its own Staff that they may exercise their rights in respect of their personal data	Both parties shall comply with the Digital Personal Data Protection Act, 2023 and applicable data-protection law in respect of personal data processed under the CONTRACT, consistent with the Scope of Work. This is in addition to, and does not dilute, the CONTRACTOR's data-protection obligations under the Scope of Work, including data residency within India and the breach-notification timelines.

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				against the other Party by sending a written request with proof of identity to the other Party to the address set forth in this Agreement.	
26		General		The software supplied under the scope of work will be governed by terms and conditions of EULA attached to contract and EULA will prevail over the GCC.	Not acceptable. The CONTRACT shall be governed by the tender documents and the order of precedence set out in Clause 1.3 of the GTC. No EULA or third-party software terms shall override or prevail over the CONTRACT. Any EULA or third-party licence terms applicable to embedded or third-party software shall be subject to OWNER's prior review and acceptance and shall be consistent with the CONTRACT and Scope of Work.

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27		General	General-EXPORT AND SANCTIONS	Each Party is responsible for compliance with all import, export, and re-export control laws and regulations and will mutually cooperate as needed. Relating to the entry into and performance pursuant to this Agreement, Buyer will comply with all Sanctions Laws, including regulations administered by the United States of America, the European Union and its Member States, the United Kingdom, and the United Nations ("Sanctions Laws"). Buyer will not sell, export, re-export, divert, use or otherwise transfer, any Honeywell products technology, software, or proprietary information: (i) to or for any Sanctioned Persons or Sanctioned Jurisdictions; or (ii) for purposes prohibited by any Sanctions Laws. Buyer agrees that Honeywell may take any and all actions relating to this transaction or Agreement that are required to ensure full compliance with all Sanctions Laws without Honeywell incurring any liability. For the purpose of this paragraph, Sanctioned Persons are defined as any individual or entity: (1) named on a governmental denied party or restricted list, including but not limited to: the Office of Foreign Assets Control ("OFAC") list of Specially Designated	Not acceptable, for the reasons given in reply to Query 16. Compliance with applicable Indian law is acknowledged; the CONTRACTOR's unilateral rights and the additional OWNER obligations under this clause are not accepted.

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				Nationals and Blocked Persons ("SDN List"), the OFAC Sectoral Sanctions Identifications List ("SSI List"), and the sanctions lists under any other Sanctions Laws; (2) organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC (currently Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine/Russia) ("Sanctioned Jurisdictions"); and/or (3) owned or controlled, directly or indirectly, 50% or more in the aggregate by one or more of any of the foregoing.	
28	3	SALIENT FEATURES OF TENDER DOCUMENT	Original hard copy is required ONLY for Primary Bid in case EMD is submitted in the form of Bank Guarantee and which is required to be submitted	As per the Bank Norms, we request authority to kindly share PAN Card number and Date of Incorporation to process the EMD in form of Bank Guarantee.	PAN Number of Gujarat Energy Limited is **AAECG8093Q** and date of incorporation is **21.02.2012**

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29	-	Bank Guarantee		• Any Bank Guarantee (BG) if applicable to Bidder under this Contract shall be mutually agreed on the format and it shall be for a fixed end date and without any transfer or assignment. The original copy of the Bank Guarantee (if provided) shall be returned back to Bidder upon the expiry date of the BG or completion of any specific milestone if mentioned in this contract.	Bank Guarantees shall be in OWNER's prescribed format as per the tender, issued by a bank acceptable to OWNER, for the validity specified in the CONTRACT (including the claim period). BGs shall not be transferable, and the original shall be discharged / returned on expiry of validity or on fulfilment of the secured obligation, as applicable. A "mutually agreed format" is not accepted; OWNER's prescribed proforma applies.
30		General		BUYER-CAUSED DELAY: Notwithstanding anything else to the contrary, Where Buyer suspends/delays an Order for reasons other than contractual breach by Honeywell, Honeywell reserves the right to be compensated for the work performed/goods delivered/obligations undertaken, including storage charges, insurance payments, title transfer impact etc."	As per OWNER's reply to Query 23. A delay directly and solely attributable to OWNER entitles the CONTRACTOR to a reasonable extension of time. Compensation, storage charges, insurance payments and similar costs are not accepted, and prices remain firm.

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31	-	Force Majeure		• Force Majeure: Kindly accept that Either Party shall not be liable to the other Party (except for responsibility to pay seller/supplier) for any force majeure event under this Contract. Any pandemic, epidemic, covid19, war , etc.,is treated as force majeure event. Further, Force majeure events are events beyond the control of the parties which provide an excuse to the affected party for its inability to comply with its obligations under a contract. Either Party shall not be liable to the other Party (except for responsibility to pay seller/supplier) for any force majeure event under this Contract. Any pandemic, epidemic, covid19 situation, war is treated as force majeure event.	Force Majeure is governed solely by Clause 40 of the GTC, which already provides relief to the affected party and covers natural and specified events. The proposed substitute wording is not accepted. The parties' obligations to pay for work duly performed are unaffected by Force Majeure.
32		General		Requesting M/s Gujarat Energy to give price escalation or unit price revision of commodity items (Cables, Trays, Steel and Junction Box) if prices are in the variation of +5% as compared to date of Bid Opening. Hence, we request M/s Gujarat Energy that for any additions in the quantities of same during order execution, the new rates shall be derived based on current market rates using London Metal exchange data.	Not acceptable. Prices are firm and fixed for the contract / rate-validity period with no escalation, as per the GTC and the Schedule of Rates. Additional quantities during execution shall be at the quoted SOR rates, unless a written amendment expressly agreed by OWNER provides otherwise. No market- or London-Metal-

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					Exchange-linked rates is accepted.
33		General		Requesting M/s Gujarat Energy to give price escalation or unit price revision if Forex exchange rates are in variation of +5% from the date of Bid Opening.	Not acceptable, for the reasons given in reply to Query 32. Prices are firm and fixed, with no foreign-exchange escalation.
34		General		CONFIDENTIALITY OF INFORMATION: Confidentiality obligations shall apply mutatis mutandis to the Purchaser/Owner/Buyer, to the extent applicable. Confidential Information" is information that: (a) is marked as "Confidential" or "Proprietary" at the time of disclosure; or (b) is disclosed orally or visually, is identified by the Party disclosing the information ("Discloser") as confidential at the time of disclosure, and is designated as confidential in a writing sent to the receiving Party ("Recipient") within 30 days after disclosure that summarizes the Confidential Information sufficiently for identification. Unless otherwise specified, each Party's obligations with respect to the Confidential Information of the other Party will continue for five years after the date of receipt. Parties agree that breach of the confidentiality obligations by the Recipient will cause irreparable damage for which	As per OWNER's reply to Query 24. Confidentiality is governed by Clause 36 of the GTC and the NDA; mutual application is acceptable in principle, but the "marked-only" limitation, the five-year sunset and the specific injunctive-relief wording are not accepted.

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				money damages will not be fully adequate, and Discloser is entitled to seek injunctive relief, in addition to any other legal remedies.	
35	-	Entire Agreement		• Entire Agreement: This Contract constitutes the entire agreement between the Parties with respect to the subject matter of this Contract and supersedes all communications, negotiations, and agreements (whether written or oral) of Parties with respect thereto made prior to the date of this Contract.	The CONTRACT comprises the documents identified in the definition of "CONTRACT" and shall be interpreted in accordance with the order of precedence set out in Clause 1.3 of the GTC. The proposed entire-agreement wording shall not exclude, supersede or alter any tender document, the Scope of Work, STC, GTC, LOA / Purchase Order or other document forming part of the CONTRACT.
36			BOCW Cess	We understand that BOCW cess is not applicable for this tender. Kindly confirm.	Applicability of BOCW cess shall be determined as per the Building and Other Construction Workers' Welfare Cess Act, 1996 and the applicable rules and nature of works. Where applicable, the CONTRACTOR shall obtain the required registration and submit proof thereof. In accordance with Clause 6.11 of the GTC, OWNER shall deduct and deposit

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					the applicable cess based on the actual quantity of work executed and the invoice amount; the CONTRACTOR shall indemnify OWNER against any liability arising from the CONTRACTOR's default.
37			BOCW Cess	Kindly accept-In case of liability of paying cess under the Building and other Construction Workers Welfare Act (Re&CS) Act 1996 (BOCW Act) & BOCWW Cess Act by contractpr, Purchaser shall fully reimburse the entire costs and expenses to contractor.	Not accepted. BOCW cess, where applicable, shall be dealt with in accordance with Clause 6.11 of the GTC and applicable law. OWNER shall deduct and deposit the applicable cess based on the actual quantity of work executed and the invoice amount. The CONTRACTOR shall remain responsible for its statutory registration and compliance and shall indemnify OWNER against any liability arising from its default. No separate reimbursement of the CONTRACTOR's costs or expenses is agreed.

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38	Page No: 25/34 Clause No: 35	35. LIMITATION OF LIABILITY	35.1 Notwithstanding anything contrary contained herein, the aggregate total liability of the CONTRACTOR under the CONTRACT or otherwise shall be limited to 100% of the CONTRACT VALUE. However, the aforesaid cap for limitation of liability shall not apply and the CONTRACTOR shall continue to remain responsible for all liabilities which arise on account of: a. Breach of Applicable Laws by the CONTRACTOR b. Gross negligence, fraud, or willful misconduct of the CONTRACTOR. c. Infringement of any Intellectual Property Rights of the OWNER.	Bidder requests to remove the below 3 clauses from Limitation of Liability: a. Breach of Applicable Laws by the CONTRACTOR d. Indemnification of OWNER as per Clause 32 of GTC and as specified elsewhere in the CONTRACT. e. Provisions under Clause 17.2 of GTC Please confirm.	Please refer to the replies given to the queries mentioned at Sr. No. 2 and 6

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			d. Indemnification of OWNER as per Clause 32 of GTC and as specified elsewhere in the CONTRACT. e. Provisions under Clause 17.2 of GTC		

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39	Page No: 17-18/34 Clause No: 18	Section-IV-GTC- 18. WARRANTY/ DEFECT LIABILITY	From Clause 18.1 to 18.8	Kindly accept that the DLP/Warranty period shall be twelve (12) months from the date of commissioning or 18 months from supply whichever is earlier under this Contract (hereinafter referred to as "the Warranty Period"), which results during Warranty Period in the defective equipment, any defect for the reasons that is solely attributable bidder with the exceptions on following i.e. (i) anomalies arising from supplies or parts provided by the Purchaser without conforming to technical specification mutually agreed with the Supplier. (ii) normal abrasion, normal corrosion or normal wear and tear of the supplies. (iii) use or storage of the Equipment that does not comply with technical specifications agreed by both Parties. (iv) in the event of repair, modification, dismantling or reassembly connection of the Equipment not carried out by Supplier (v) incorrect use of equipment by the Purchaser.	Not acceptable. The CONTRACTOR shall provide a comprehensive onsite warranty for the full contract duration (implementation plus the five-year O&M period), as set out in the Scope of Work and the STC. Standard exclusions for OWNER-supplied materials, normal wear, misuse and unauthorised modification are already addressed in the Scope of Work. The proposed exclusions shall not dilute the CONTRACTOR's express warranty, defect-rectification or performance obligations.

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40	Page No: 4/10 Clause No: 9	9. OWNERSHIP, TITLE AND INTELLECTUAL PROPERTY	9.1 All field hardware (RTUs, transmitters, Modems, MIUs, antennas, enclosures, cables and associated accessories) shall be owned by OWNER. Title to each item shall pass to OWNER, free of all liens, charges and encumbrances, on release of the milestone payment covering that item, as per Clauses 2.2.2.1 and 5.6.1.4 of the Scope of Work. 9.2 Material for which payment has been released at the FAT milestone but which remains in the CONTRACTOR's or manufacturer's custody shall be physically marked, segregated and	Transfer of ownership to the Purchaser shall be only after complete payment to Bidder. The risk of the asset/item/equipment shall transfer to Purchaser after delivery of items by Bidder wherein the scope including safe custody and storage, safety and security with its associated responsibilities and costs of the delivered asset /item/ equipment shall be fully in Purchaser scope under this Contract. It is clarified that all intellectual property rights under this Contract is limited and restricted to the right to use by the Purchaser for the limited purpose of this Contract only. all and any pre-existing intellectual property rights of Bidder are not transferred under this Contract and Bidder shall be exclusive owner and title holder for Bidder pre-existing intellectual property rights and similarly for any third party owned pre-existing intellectual property rights will be exclusively owned by such third party/ies. Upon receipt of such timely notification by Purchaser, Bidder may at its sole discretion decide at its own cost to conduct negotiations for the settlement of any claim of infringement or allegation of infringement and any litigation that may arise therefrom, to defend Purchaser or to indemnify Purchaser.	Title to hardware passes to OWNER on release of the milestone payment covering each item (Scope of Work / STC), not on complete payment of the whole contract. Risk remains with the CONTRACTOR until delivery, installation and commissioning at OWNER's site. Intellectual property is as set out in OWNER's reply to Query 3 and Clause 9 of the STC. The CONTRACTOR's IP-infringement indemnity under Clause 32 shall not be diluted; the proposed conditions and sole-remedy limitation are not accepted.

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			recorded as OWNER's property, and shall not be sold, pledged, substituted or encumbered. Such material shall be insured with OWNER as loss payee until delivery to site is confirmed. 9.3 All software shall be provided on a Software-as-a-Service (SaaS) basis for the contractual period. At contract completion, the CONTRACTOR shall provide OWNER with active licences in OWNER's name and full transition support, as per Clause 4.2.12 of the Scope of Work. 9.4 All intellectual property in code, drivers, integrations, dashboards and use cases developed	Purchaser shall not make any admission which might be prejudicial to Bidder. Purchaser shall, at the request of Bidder, provide all reasonable assistance and information to Bidder for the purpose of contesting the claim and conducting negotiations and litigation for the settlement thereof, and shall be compensated by Bidder for all reasonable costs incurred in so doing; to procure the right to continue use of the Products; to modify the infringing Products to make them non-infringing; to replace the infringing Products with non-infringing functional equivalents; or to remove the infringing Products and refund the purchase price. Bidder's obligations established in this Clause shall only apply provided that all of the following conditions are satisfied. (a) The claim arises out of the design, if any, manufacture of the Product or Purchaser's use of the Product. (b) The infringement or allegation of infringement was not caused by any use of the Product (i) which is unlawful or in breach of the Contract, (ii) which is other than for the purpose indicated in the Contract or reasonably to be inferred from the Contract, (iii) which is in association or combination with any other product not	

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			specifically for OWNER under this CONTRACT shall rest solely with OWNER. The CONTRACTOR shall not claim any Intellectual Property Rights in them.	supplied by Bidder, unless such association or combination was disclosed to and approved in writing by Bidder prior to the date of the Contract, (iv) which comprises any modifications of or alterations to the Products not approved in writing by Bidder prior to the date of the Contract. (c) The infringement or allegation of the infringement was not caused by a Product implementing any instructions contrary to or used against Bidder's recommendations. This Clause states Bidder's entire liability for indemnification for third party IPR infringement by the Products.	