

## Gurgaon-Palwal Transmission Limited

### Amendment No. - 09 (Additional Clarifications)

07.06.2024

**Subject: Additional Clarifications on NIT dated 14.02.2024 for 2 no. of 220 kV GIS line bays along with 220 kV Cable for line bay interconnection at Prithala S/s (GPTL).**

Sl. No.	Name of the document	Clause No.	Existing Provision	Bidder's Query/Suggested texts for amendments	GPTL Replies
1	Volume -I/ 04- Section - IV General Conditions of the Contract	Clause 39	Suspension / termination	<p>We request you to please add Contractors right for Suspension &amp; Termination in case of customer delays or default ie non payment , not providing LC or not providing site in time.  <b>We request you, Please add below clause:</b>                      Either party can terminate the PO for material breach of the other party not cured in a reasonable period. GE can suspend PO if Buyer fails to comply with any payment obligations under the Contract after 30 days of payment delay. The foregoing are the sole and exclusive suspension and termination rights of the parties.</p>	<p><b>Revised Provisions of Clause 38 of Section - IV (GCC) of Volume-I of the Bidding Documents will be as follows:</b></p> <p><b>Insertion of Clause 38.4:</b>                      In the event, Employer fails to pay the Contractor within Thirty (30) days of receipt of undisputed invoice in accordance with GCC Clause 2(d) of Appendix-1(A) and 1(B), the Contractor may vide a notice to the Employer stating its default in payment request the Employer to process the undisputed invoice within Thirty(30) days. If the Employer fails to remedy the said default within Fifteen Thirty (30) days of receipt of such notice, then the Contractor may, with a prior notice, suspend the part or portion of Scope of Work for which payment has not been done, till the Employer has met its payment obligations. The Contractor shall further resume the suspended Scope of Work within three (3) days of release of the due payment by the Employer. This Clause, however, shall not be applicable where the payment of the undisputed invoice is held due to actions attributable to h Contractor's default.</p> <p><b>Revised Provisions of Clause 39 of Section - IV (GCC) of Volume-I of the Bidding Documents will be as follows:</b></p> <p><b>Insertion of Clause 39.5:</b>                      The Contractor shall have right to terminate the Contract by giving the Employer</p>

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					<p>termination notice in case suspension under GCC Clause 38.4 exceeds 90 days from the date of receipt of notice stating Employers default in payment. Treatment for termination under this clause shall be in accordance with GCC Clause 39.1.2 and 39.1.3.</p>
2	<p>Volume -I/ 04- Section - IV General Conditions of the Contract</p>	<p>Clause 39.1.1</p>	<p>39.1.3. In the event of termination of the Contract under GCC Clause 39.1.1, the Employer shall pay to the Contractor the following amounts:</p> <p>(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination</p> <p>(b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel</p> <p>(c) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Clause 39.1.2</p>	<p>We request you, Please add below after Clause 39.1.C of GCC for Termination for Convenience:</p> <p>(d) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges</p> <p>(e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.</p> <p>In this Clause , the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination."</p>	<p><b>Revised Provisions of Clause 39.1.3 of Section - IV (GCC) of Volume-I of the Bidding Documents will be as follows:</b></p> <p>39.1.3. In the event of termination of the Contract under GCC Clause 39.1.1, the Employer shall pay to the Contractor the following amounts:</p> <p>(a)the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination.</p> <p>(b)the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel.</p> <p>(c)costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Clause 39.1.2.</p> <p>(d) all reasonable and genuine costs incurred by the Contractor in connection with the termination of any subcontracts, including any cancellation charges, on actual basis upon submission of supporting bills. This shall however, be applicable only if GCC Clause 39.1 is exercised by the Employer before the completion of complete supply works.</p> <p>(e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract that are genuine and reasonable on actual basis upon</p>

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					<p>submission of supporting documents and that are not covered by paragraphs (a) through (d) above.</p> <p>In this Clause, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination."</p>
3	Volume -I/ 04- Section - IV General Conditions of the Contract	11.5. Indemnity	<p><b>1.5. Indemnity</b></p> <p><b>11.5.1.</b> The Contractor agrees to defend, indemnify, and hold harmless each of Employer, its Affiliates, its directors, officers, employees, agents and advisers ("Employer Indemnified Parties") from and against any and all Losses:</p> <p><b>11.5.1.2.</b> Arising due to the act or omission of the Contractor, its Sub Contractors or any of their representatives (including breach by the Contractor of any of its obligations hereunder);</p> <p><b>11.5.1.3.</b> Arising from any breach by the Contractor of any of its covenants, obligations and representations;</p> <p><b>11.5.1.4.</b> Any claims of a Sub-Contractor against Employer for any breach by the Contractor under the sub-contract including any non-payment in connection with the scope of Supplies;</p>	<p><b>Please modify below clause.</b> As <b>11.5.1.</b> The Contractor agrees to defend, indemnify, and hold harmless <del>each of Employer, management Affiliates and its Affiliates, associated with the Project</del> , its directors, officers, employees, agents and advisers ("Employer Indemnified Parties") from and against any and all Losses.</p> <p><b>11.5.1.2.</b> Arising due to the <del>negligent</del> act or omission of the Contractor, its Sub Contractors or any of their representatives (<del>including breach by the Contractor of any of its obligations hereunder</del>);</p> <p><del>11.5.1.3. Arising from any breach by the Contractor of any of its covenants, obligations and representations;</del></p> <p><b>11.5.1.4.</b> Any claims of a Sub-Contractor against Employer for any breach by the Contractor under the sub-contract <del>including any non-payment in connection with the scope of Supplies;</del></p> <p><b>11.5.1.8.</b> Arising from claims of personnel engaged by the Contractor or any Sub-Contractor against any Employer Indemnified Party, including arising in any manner out of or in connection with any failure of the Contractor or any Sub- Contractor to comply with any provisions of this Contract or <del>negligent or unlawful</del> act or <del>omission and/or commission</del> on the part of the Contractor and/or any Sub-Contractor or any personnel engaged by the Contractor or its Sub- Contractor s, <del>including relating to any disruption of work carried out in</del></p>	<p><b>Revised Provisions of Clause 11.5.1 of Section - IV (GCC) of Volume-I of the Bidding Documents will be as follows:</b></p> <p><b>11.5.1.</b> The Contractor agrees to defend, indemnify, and hold harmless Employer, and its Affiliates associated with the Project, its directors, officers, employees, agents and advisers ("Employer Indemnified Parties") from and against any and all Losses:</p> <p><b>11.5.1.1</b> Arising from physical damage to or physical destruction of property, or death of or bodily injury to any Person except and to the extent caused by Employer;</p> <p><b>11.5.1.2.</b> Arising due to the negligent act or omission of the Contractor, its Sub Contractors or any of their representatives (including breach by the Contractor of any of its obligations hereunder);</p> <p><b>11.5.1.3.</b> Arising from any breach by the Contractor of any of its covenants, obligations and representations;</p> <p><b>11.5.1.4.</b> Any claims of a Sub-Contractor against Employer for any breach by the Contractor under the sub-contract including any non-payment in connection with the scope of Supplies;</p>

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			<p><b>11.5.1.8.</b> Arising from claims of personnel engaged by the Contractor or any Sub-Contractor against any Employer Indemnified Party, including arising in any manner out of or in connection with any failure of the Contractor or any Sub-Contractor to comply with any provisions of this Contract or act or omission and/or commission on the part of the Contractor and/or any Sub- Contractor or any personnel engaged by the Contractor or its Sub-Contractor s, including relating to any disruption of work carried out in the ordinary course of business, strikes, destruction of any property carried out and/or any claims for regularization raised by any personnel or Sub- Contractor of the Contractor or any personnel or agent of any Sub- Contractor</p> <p><b>11.5.1.13.</b> Employer agrees to defend, indemnify, and hold harmless each of the Contractor, its Affiliates, its directors, officers, employees, agents and advisers ("Contractor Indemnified Parties") from and against any and all Losses:</p>	<p><del>the ordinary course of business, strikes, destruction of any property carried out and/or any claims for regularization raised by any personnel or Sub-Contractor of the Contractor or any personnel or agent of any Sub- Contractor;</del></p> <p>11.5.1.13. Employer agrees to defend, indemnify, and hold harmless each of the Contractor, its Affiliates, <b>associated with the project,</b> its directors, officers, employees, agents and advisers ("Contractor Indemnified Parties") from and against any and all Losses:</p>	<p>.....</p> <p>11.5.1.8. Arising from claims of personnel engaged by the Contractor or any Sub-Contractor against any Employer Indemnified Party, including arising in any manner out of or in connection with any failure of the Contractor or any Sub- Contractor to comply with any provisions of this Contract or negligent or unlawful act or omission and/or commission on the part of the Contractor and/or any Sub- Contractor or any personnel engaged by the Contractor or its Sub-Contractor s, including relating to any disruption of work carried out in the ordinary course of business, strikes, destruction of any property carried out and/or any claims for regularization raised by any personnel or Sub-Contractor of the Contractor or any personnel or agent of any Sub- Contractor;</p> <p>.....</p> <p>11.5.1.13. Employer agrees to defend, indemnify, and hold harmless each of the Contractor, its Affiliates, associated with the project, its directors, officers, employees, agents and advisers ("Contractor Indemnified Parties") from and against any and all Losses.</p> <p>.....</p> <p>11.5.1.19. Employer loss, damage and any risks involved for the full value of the materials.</p>
4	Volume -I/ 04-Section - IV General Conditions of the Contract	Clause No.28 Pg.No.61& 62	<p><b>28. Indemnity against infringement of Intellectual Property</b></p> <p><b>28.1.</b> The Contractor shall, subject to the Employer's</p>	<p><b>Please modify below clause. As</b></p> <p>28.1. The Contractor shall, subject to the Employer's compliance with GCC Clause 28.2, indemnify and hold harmless the Employer and its employees and officers from and against any</p>	<p><b>Revised Provisions of Clause 28.1 and 28.2 of Section - IV (GCC) of Volume-I of the Bidding Documents will be as follows:</b></p> <p><b>28.1.</b> The Contractor shall, subject to the</p>

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			<p>compliance with GCC Clause 28.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any Intellectual Property including patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country. Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the</p>	<p>and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any Intellectual Property including patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country. <b>This Section shall not apply and Contractor shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Employer to implement any update provided by Contractor that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Contractor's specifications.</b> 28.2. If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Clause 28.1 by any party including but not limited to the Original Equipment Manufacturer and design consultant, the Employer shall promptly give the Contractor a notice thereof, and the Contractor shall defend and indemnify Employer against any claim by a non-affiliated third party (a "Claim") alleging that Products or Services furnished under this Contract infringe a patent in effect in the Republic of India, or any copyright or trademark registered in the country of the Site, provided that Employer (a) promptly notifies Contractor in writing of the Claim, (b) makes no admission of liability and does not take any position adverse</p>	<p>Employer's compliance with GCC Clause 28.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any Intellectual Property including patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country. However, Contractor shall have no obligation or liability with respect to any Claim based upon (a) Products or Services that have been modified, or revised, (b) the combination of any Products or Services with other products or services when such combination is a basis of the alleged infringement, (c) failure of Employer to implement any update provided by Contractor that would have prevented the Claim, (d) unauthorized use of Products or Services, or (e) Products or Services made or performed to Contractor's specifications. 28.2. If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Clause 28.1 by any party including but not limited to the Original Equipment Manufacturer and design consultant, the Employer shall promptly give the Contractor a notice thereof, and the Contractor shall defend and indemnify Employer against any claim by a non-affiliated third party (a "Claim") alleging that Plant and Equipment or Services furnished under this</p>

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			<p>Contractor, pursuant to the Contract Agreement</p> <p><b>28.2.</b> If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Clause 28.1 by any party including but not limited to the Original Equipment Manufacturer and design consultant, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within twentyeight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p>	<p>to Contractor, (c) gives Contractor sole authority to control defense and settlement of the Claim, and (d) provides Contractor with full disclosure and reasonable assistance as required to defend the Claim.</p> <p>Should any Product or Service, or any portion thereof, become the subject of a Claim, may at its option (a) procure for Employer the right to continue using the Product or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Products or Services and refund the price received by Contractor attributable to the infringing Products or Services. The Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within twenty eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p>	<p>Contract infringe a patent in effect in the Republic of India, or any copyright or trademark registered in the country of the Site, provided that Employer (a) promptly notifies Contractor in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Contractor, (c) gives Contractor sole authority to control defense and settlement of the Claim, and (d) provides Contractor with full disclosure and reasonable assistance as required to defend the Claim.</p> <p>Should any Plant and Equipment or Service, or any portion thereof, become the subject of a Claim, then Contractor as mutually agreed by the Parties may (a) procure for Employer the right to continue using the Plant and Equipment or Service, or applicable portion thereof, (b) modify or replace it in whole or in part to make it non-infringing, or (c) failing (a) or (b), take back infringing Plant and Equipment or Services and refund the price received by Contractor attributable to the infringing Plant and Equipment or Services.</p> <p>The Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within twenty eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p>
5	Volume -I/ 04- Section - IV General Conditions of the Contract	Clause No.29&32 Pg.62, 63 & 64	<p><b>29. Limitation of Liability</b></p> <p>29.1. Except in cases of gross negligence or willful misconduct, (a) the Contractor and the</p>	<p>Please modify below clause. As <del>29.1. Except in cases of gross negligence or willful misconduct,</del> (a) the Contractor and the Employer shall not be liable to the other party for any indirect or</p>	<p><b>Revised Provisions of Clause 29.1 of Section - IV (GCC) of Volume-I of the Bidding Documents will be as follows:</b></p>



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			<p>Employer shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed 110% of the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p><b>32. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification</b></p> <p>32.1. The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage</p>	<p>consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, <del>provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</del> (b) <del>Except in cases of gross negligence or willful misconduct</del>, the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed <del>110</del>100% of the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p><b>32.1.</b> The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of <del>whatsoever nature</del> <b>directly arising as a consequence thereof</b>, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any existing Employer's <b>tangible</b> Property and/or <b>Contractor's Property and/or</b> any other public/third party property, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or</p>	<p>29.1 (a) the Contractor and the Employer shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, (b) Except in cases of gross negligence or willful misconduct, the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed 100% of the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p><b>Revised Provisions of Clause 32.1 of Section - IV (GCC) of Volume-I of the Bidding Documents will be as follows:</b></p> <p>32.1. The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses directly arising as a consequence thereof, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any existing Employer's tangible Property and/or Contractor's Property and/or any other public/third party property, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents.</p>

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			to any existing Employer's Property and/or Contractor's Property and/or any other public/third party property, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.		
6	Volume -I/ 04- Section - IV General Conditions of the Contract	Clause No.13 Pg.No.24	<p><b>D. Intellectual Property</b>  <b>13. Copy Right</b>  13.2. Notwithstanding the provisions of Clause GCC 11.1 above, the copyright in all drawings, documents and other materials containing data and information for design(s) and otherwise which have been developed by the Contractor or by any third party under the Contract shall remain vested in the Employer.</p>	Please modify below clause. As 13.2. Notwithstanding the provisions of Clause GCC 11.1 above, the copyright in all drawings, documents and other materials containing data and information for design(s) and otherwise which have been developed by the Contractor or by any third party under the Contract shall remain vested in the Contractor Employer. <b>Notwithstanding the provisions of this section, Contractor grants only a non-exclusive license, and does not pass title, to any Firmware and other software provided by Contractor under this Contract, drawings and other documentation (related to firmware and software) delivered for use of Employer shall remain subject to ownership and/or intellectual property rights of Contractor, as applicable and title to any leased equipment remains with Employer.</b> <b>Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights in and to Firmware and software not expressly granted to Employer are reserved by Contractor. All new intellectual property conceived or created by Contractor in the performance of this</b>	<p><b>Revised Provisions of Clause 13.2 of Section - IV (GCC) of Volume-I of the Bidding Documents will be as follows:</b></p> <p>13.2. Notwithstanding the provisions of Clause GCC 11.1 above, the copyright in all drawings, documents and other materials containing data and information for design(s) and otherwise which have been developed by the Contractor or by any third party under the Contract shall remain vested in the Contractor Employer.</p> <p>Notwithstanding the provisions of this section, Contractor grants only a non-exclusive license, and does not pass title, to any Firmware and other software provided by Contractor under this Contract, drawings and other documentation (related to firmware and software) delivered for use of Employer shall remain subject to ownership and/or intellectual property rights of Contractor, as applicable and title to any leased equipment remains with Employer.</p> <p>Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the Contract. All rights</p>



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				<p>Contract, whether alone or with any contribution from Employer, shall be owned exclusively by Contractor. Contractor agrees to deliver assignment documentation as necessary to achieve that result.</p> <p>"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately.</p> <p>"Intellectual Property Rights" shall mean all patents, trademarks, copyrights, design rights, trade secrets, marks or other intellectual property rights in and to the Works licensed, granted or assigned by the Contractor.</p>	<p>in and to Firmware and software not expressly granted to Employer are reserved by Contractor. All new intellectual property conceived or created by Contractor in the performance of this Contract, whether alone or with any contribution from Employer, shall be owned exclusively by Contractor. Contractor agrees to deliver assignment documentation as necessary to achieve that result.</p> <p>"Firmware" means software provided with or embedded in a Product and necessary for the proper functioning of the Product, but excluding software supplied by a third party and software applications licensed separately.</p> <p>"Intellectual Property Rights" shall mean all patents, trademarks, copyrights, design rights, trade secrets, marks or other intellectual property rights in and to the Works licensed, granted or assigned by the Contractor.</p>
7			<p>For checking the requirements for the main bus interconnection, we need below as built drawings of the existing 245 KV GIS.</p> <p>a. Gas Section Line Diagram (GSLD)  b. Plan and sectional view of the existing GIS.  c. CT parameters of the line bays in existing GIS.</p>		<p>We have acquired GPTL from other developer and thus we do not have these drawings. Bidders are requested to visit the GPTL site and acquaint themselves of all requirements.</p>

All other terms and conditions shall remain unchanged.