

**AMENDMENT NO.-I TO CONDITIONS OF CONTRACT FOR CIVIL WORKS
(DOMESTIC) [DOC. CODE NO.: DC-5010-JULY'92]**

Sl.No.	Clause/Sec.	Existing Clause	Amended As
1.	Cl.9.0(a), Sec.-NIT, Earnest Money	Call Deposit Receipt.....or Pay Order or Demand Draft in favour of POWERGRID from any Nationalised or Scheduled Banks.	Call Deposit Receipt or Pay Order or Demand Draft in favour of Power Grid Corporation of India Ltd. from a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI.
2.	Cl.9.0(c), Sec.-NIT, Earnest Money	Irrevocable Bank Guarantee from a Nationalised Bank valid and operative as Annexure-E to the General Conditions of Contract.	Irrevocable Bank Guarantee from a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI valid and operative as Annexure-E to the General Conditions of Contract.
3.	Cl.9.0(d), Sec.-NIT, Earnest Money	Fixed Deposit Receipt issued by Nationalised Bank endorsed in favour of POWERGRID.	Fixed Deposit Receipt issued by a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI endorsed in favour of Power Grid Corporation of India Ltd.
4.	Cl.14.0, Sec.- GCC, CPG	As a security towards, shall be required to furnish a Performance Guarantee from a Nationalised Bank at Delhi or from place of accepting authority, in the form from the date of Letter/Notice of Award.	As a security towards....., shall be required to furnish a Performance Guarantee from a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID [All Banks/Financial Institutions except Public Sector Indian Banks shall have Overall Corporate Rating or Long term Debt rating not less than A(-) (A minus) from reputed credit agency], in the formfrom the date of Letter/Notice of Award.
5.	Cl.27.6, Sec.- GCC/ Owner Issued Materials	For the maximum quantity shall furnish to owner, at its own cost, a bank guarantee for an amount of Rs.**.	For the maximum quantity shall furnish to owner, at its own cost, a bank guarantee from a Public Sector Indian Bank or from a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID [All Banks/Financial Institutions except Public Sector Indian Banks shall have Overall Corporate Rating or Long term Debt rating. not less than A(-) (A minus) from reputed credit agency] for an amount of Rs.**.
6.	Cl.67.3, Sec.- GCC/ Loans	If for any reason, prior to such removal, a bank guarantee acceptable to the Corporation for the amount the loan outstanding with the interest	If for any reason, prior to such removal, a bank guarantee from a Public Sector Indian Bank or from a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID [All Banks/Financial Institutions except Public Sector Indian Banks shall have Overall Corporate Rating or Long term Debt rating not less than A(-) (A minus) from reputed credit agency] for the amount the loan outstanding with the interest.

**AMENDMENT NO.-II TO CONDITIONS OF CONTRACT FOR CIVIL WORKS
(DOMESTIC) [DOC. CODE NO.: DC-5010-JULY'92]**

Sl.No.	Clause/Sec.	Existing Clause	Amended As
1.	Cl.14.1, Sec.-GCC, CPG	As a security towards, shall be required to furnish a Performance Guarantee from a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID [All Banks/Financial Institutions except Public Sector Indian Banks shall have rating not less than A(-) (A minus) from reputed credit agency], in the form from the date of Letter/Notice of Award.	As a security towards, shall be required to furnish a Performance Guarantee from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crore or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A – (A minus) or equivalent by reputed rating agency in the form from the date of Letter/Notice of Award.
2.	Cl.27.6, Sec.-GCC/ Owner Issued Materials	For the maximum quantity shall furnish to owner, at its own cost, a bank guarantee from a public sector Indian Bank or from a reputed commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID [All Banks/Financial Institutions except Public Sector Indian Banks shall have rating not less than A(-) (A minus) from reputed credit agency] for an amount of Rs.**.	For the maximum quantity..... shall furnish to Owner, at its own cost, a bank guarantee from (a) a Public Sector Bank or (b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crores or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating of long term debt not less than A – (A minus) or equivalent by reputed rating agency for an amount of Rs.**
3.	Cl.67.3, Sec.-GCC/ Loans	If for any reason, prior to such removal, a bank guarantee from a Public Sector Indian Bank or from a reputed Commercial Bank/Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID [All Banks/Financial Institutions except Public Sector Indian Banks shall have rating not less than A (-) (A minus) from reputed credit agency] for the amount..... the loan outstanding with the interest.	If for any reason, prior to such removal, a bank guarantee from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs.100 crores or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A – (A minus) or equivalent by reputed rating agency for the amount of the outstanding loan granted under..... the loan outstanding with the interest.

**AMENDMENT NO. -III DATED 17.05.2004 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS
(DOMESTIC) (DOC. CODE NO.: DC-5010-JULY 1992)**

Sl. No.	Clause Reference	Existing Clause	Amended as
1.	Clause 28.4, Section-GCC	The Contractor shall in respect of labour employed by him or his sub-contractors comply with or cause to be complied with the Contractor, Labour Regulations in regard to all matters provided therein.	During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations, notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Owner at any point of time.
2.	Clause 28.5, Section-GCC	<p>The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938. Workmen's Compensation Act, 1923 or Employees State insurance Act 1948 (Wherever made applicable by appropriate Government) Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Interstate Migrant Workmen (Regulation of Employment and conditions of service) Act 1979, Mines Act 1952, Contract Labour Regulation & Abolition Act 1970, or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.</p> <p>A) The Contractor shall be liable to pay his contribution and the employees contribution to</p>	<p>Clause No.28.5</p> <p>The Contractor shall comply with the provisions of Workmen's Compensation Act 1923, Payment of Gratuity Act 1972, Employee P.F. and Miscellaneous Provision Act 1952, Maternity Benefit Act 1951, Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Equal Remuneration Act 1979, Payment of Bonus Act 1965, Industrial Disputes Act, 1947, Industrial Employment (Standing Orders) Act 1946, Trade Unions Act 1926, Child Labour (Prohibition & Regulation) Act 1986, Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979, The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996, Factories Act 1948, Employers' Liability Act 1938, Employees State Insurance</p>

Sl. No.	Clause Reference	Existing Clause	Amended as
		<p>the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employers State Insurance.</p>	<p>Act 1948 (wherever made applicable by appropriate Government) and Mines Act 1952, or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.</p> <p>Clause No.28.5.1</p> <p>The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employers State insurance.</p>
3.	Clause 28.6, Section-GCC	<p>The Engineer-in-Charge shall (on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations) have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the deficiencies or inadequacies of the provisions made against those which are required under the Labour Regulations resulting in suffering by a worker or workers by reason of non-fulfillment of the Conditions of the Contract stipulating the benefits to workers, non-payment or wages or of deductions made from his</p>	<p>If the Owner is caused to pay under any law as Principal Owner such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/Byelaws/Acts/Rules/Regulations including amendments, if any, on the part of the Contractor, the Owner shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Owner including his amount of performance security for adjusting the aforesaid payment. The Owner shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Owner.</p>

Sl. No.	Clause Reference	Existing Clause	Amended as
		or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.	
4.	Clause 28.7, Section-GCC	The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice, to his right to claim indemnity from his sub-contractors.	The Contractor shall keep the Owner indemnified in case any action is taken against the Owner by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.

AMENDMENT NO. -IV DATED 09.03.2005 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
[DOC. CODE NO.: DC-5010-JULY 1992]

Sl. No.	Clause Reference	Existing Clause	Amended as
1.	Clause No. 67.0 Loans [67.1]	<p>67.0 Loans</p> <p>67.1 Loans will, subject to availability of funds and, if required by the Contractor, be given as under within six weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-charge certifying the sum to which the Contractor is entitled by way of loan.</p> <p>In case of Contracts valued at under Rs. 20 lakhs.</p> <p>a) for plant and equipment specifically acquired for the work and brought to Site, at 75% of the purchase price of new machinery; against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Corporation in the form required by the Corporation. Interest on the sum outstanding shall be levied at the percentage mentioned in Schedule 'A'.</p> <p>Loan against plant and equipment shall in no case exceed 6% of the Contract sum.</p> <p>In case of Contracts valued at over Rs. 20 lakhs.</p> <p>b) a lumpsum advance not exceeding 4% of the Contract sum against a guarantee acceptable to the Corporation at the rate of interest mentioned in Schedule-A. The advance shall be</p>	<p>67.0 Loans</p> <p>67.1 Loans will, subject to availability of funds and, if required by the Contractor, be given as under within six weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-charge certifying the sum to which the Contractor is entitled by way of loan.</p> <p>In case of Contracts valued at under Rs. 20 lakhs.</p> <p>a) for plant and equipment specifically acquired for the work and brought to Site, at 75% of the purchase price of new machinery; against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Corporation in the form required by the Corporation. The interest on monthly outstanding amount will be charged considering the rate of interest as the Medium Term Lending Rate of State Bank of India prevailing as on 30 days prior to Bid Opening date.</p> <p>Loan against plant and equipment shall in no case exceed 6% of the Contract sum.</p> <p>In case of Contracts valued at over Rs. 20 lakhs.</p> <p>b) a lumpsum advance not exceeding 4% of the Contract sum against a guarantee acceptable to the Corporation for which the interest on monthly outstanding amount will be charged</p>

Sl. No.	Clause Reference	Existing Clause	Amended as
		<p>utilised for the purpose of this Contract only and for no other purpose.</p> <p>Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this Condition, viz. (a) & (b) the total sum be given as loan shall not exceed 8% of the Contract Sum.</p>	<p>considering the rate of interest as the Medium Term Lending Rate of State Bank of India prevailing as on 30 days prior to Bid Opening date. The advance shall be utilised for the purpose of this Contract only and for no other purpose.</p> <p>Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this Condition, viz. (a) & (b) the total sum be given as loan shall not exceed 8% of the Contract Sum.</p>
2.	Clause No. 67.0 Loans [67.2]	<p>67.2 Recovery of the sums loaned against (a) and (b) above and of interest thereon shall be made by deduction from the on account payments referred to in Condition 64 and as mentioned in Schedule 'A' in suitable percentages in relation to the progress, as fixed by the Engineer-in-Charge, so that all the sums loaned with interest thereon shall be fully recovered by the time work amounting to nearly 80% of the Contract Sum is completed.</p>	<p>67.2 Recovery of the sums loaned against (a) and (b) above and of interest thereon shall be made on monthly basis by deduction from the on-account payments referred to in Condition 64 in suitable percentages in relation to the progress, as fixed by the Engineer-in-Charge, so that all the sums loaned with interest thereon shall be fully recovered by the time work amounting to nearly 80% of the Contract Sum is completed.....</p>
3.	ANNEXURE-B Page 1 of 3	ANNEXURE-B Page 1 of 3 SCHEDULE-B	ANNEXURE-B Page 1 of 3 SCHEDULE-A
4.	ANNEXURE-B Page 3 of 3	<p>67.0 Loans</p> <p>a) Interest per annum on sum advanced for purchase of Plant & Equipment 18% (Eighteen per cent)</p> <p>b) Ditto-as lumpsum advance 18% (Eighteen per cent)</p> <p>Recovery of Loans to be effected Monthly</p>	DELETED

**AMENDMENT NO. -V DATED 12.04.2005 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
(DOC. CODE NO. : DC-5010-JULY 1992)**

SL. NO.	CLAUSE/ SEC./PAGE	EXISTING CLAUSE	AMENDED AS
1.	Cl. 8.0 TAXES, DUTIES & LEVIES, SECTION-GCC	----	<p>Add new clause 8.5 in General Terms & Conditions of Contract, SECTION-GCC</p> <p>The bidder shall include Service Tax and surcharge/cess etc. on it as applicable in their quoted bid price and POWERGRID would not bear any additional liability on this account. POWERGRID shall, however, deduct such tax at source as per the rules and issue necessary Certificate to the Contractor.</p>

AMENDMENT NO. -VI DATED 16.01.2006 TO CONDITIONS OF CONTRACT FOR CIVIL
WORKS (DOMESTIC)
[DOC. CODE NO.: DC-5010-JULY 1992]

Sl. No.	Clause Reference	Existing Clause	Amended as
1.	Clause No. 67.0 Loans [67.1]	<p>67.0 Loans</p> <p>67.1 Loans will, subject to availability of funds and, if required by the Contractor, be given as under within six weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-charge certifying the sum to which the Contractor is entitled by way of loan.</p> <p>In case of Contracts valued at under Rs. 20 lakhs.</p> <p>a) for plant and equipment specifically acquired for the work and brought to Site, at 75% of the purchase price of new machinery; against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Corporation in the form required by the Corporation. The interest on monthly outstanding amount will be charged considering the rate of interest as the Medium Term Lending Rate of State Bank of India prevailing as on 30 days prior to Bid Opening date.</p> <p>Loan against plant and equipment shall in no case exceed 6% of the Contract sum.</p> <p>In case of Contracts valued at over Rs. 20 lakhs.</p> <p>b) a lumpsum advance not</p>	<p>67.0 Loans</p> <p>67.1 Loans will, subject to availability of funds and, if required by the Contractor, be given as under within six weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-charge certifying the sum to which the Contractor is entitled by way of loan.</p> <p>In case of Contracts valued at under Rs. 20 lakhs.</p> <p>a) for plant and equipment specifically acquired for the work and brought to Site, at 75% of the purchase price of new machinery; against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Corporation in the form required by the Corporation. The interest on monthly outstanding amount will be charged at the rate indicated in Special Conditions of Contract.</p> <p>Loan against plant and equipment shall in no case exceed 6% of the Contract sum.</p> <p>In case of Contracts valued at over Rs. 20 lakhs.</p> <p>b) a lumpsum advance not exceeding 4% of the Contract sum against a guarantee acceptable to the</p>

16/1/06

Sl. No.	Clause Reference	Existing Clause	Amended as
		<p>exceeding 4% of the Contract sum against a guarantee acceptable to the Corporation for which the interest on monthly outstanding amount will be charged considering the rate of interest as the Medium Term Lending Rate of State Bank of India prevailing as on 30 days prior to Bid Opening date. The advance shall be utilised for the purpose of this Contract only and for no other purpose.</p> <p>Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this Condition, viz. (a) & (b) the total sum be given as loan shall not exceed 8% of the Contract Sum.</p>	<p>Corporation for which the interest on monthly outstanding amount will be charged at the rate indicated in Special Conditions of Contract. The advance shall be utilised for the purpose of this Contract only and for no other purpose.</p> <p>Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this Condition, viz. (a) & (b) the total sum be given as loan shall not exceed 8% of the Contract Sum.</p>

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16/1/06

AMENDMENT NO. -VII DATED 02.06.2006 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC) (DOC. CODE NO. : DC-5010-JULY 1992)

SL. NO.	CLAUSE/ SEC./PAGE	EXISTING CLAUSE	AMENDED AS
1.	Cl. 2.1, Sec.-NIT/ Page 2	Nil	Add a new Sub-clause 2.1 as given below: "Bids can be submitted by firms from within India including company(ies) registered and incorporated in India as per Companies Act, 1956 barring foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by POWERGRID."

24/5/06

AMENDMENT NO. -VIII DATED 28 /08/2007 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
[DOC. CODE NO. : DC-5010-JULY 1992]

SL. NO.	CLAUSE (SEC./PAGE)	EXISTING CLAUSE	AMENDED AS
1.	Cl. 64.0 PAYMENT ON ACCOUNT (SECTION-GCC Page 46)	----	Add new clause 64.7 as follows: “64.7 Mode of Payment: All payments to be made directly to the Contractor under the contract shall be made by POWERGRID through electronic payment mechanism (e-payment) for which the necessary details shall be tied up during execution of the contract. However, request for payment to be released through cheque shall be considered on case to case basis and on the merits of the same.”

B. Sankar
26/08

**AMENDMENT No. IX DATED 19.11.2007 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
(DOC. CODE NO.: DC-5010-JULY 1992)**

SL. NO.	CLAUSE/ SEC.	EXISTING CLAUSE	AMENDED AS
1.	Clause 8.1, Sec.-GCC [Clause 8.0: Taxes, Duties & Levies]	All custom duties, excise duties, sales tax and other levies payable by the Tenderer in respect of transactions between the Tenderer and his vendors/sub-suppliers for procurement of any material, tools and plants etc., shall be included in the Tender price and no claim on account of any of the above shall be entertained by the Owner. The rates quoted in the Tender in Bill of Quantities shall be inclusive of all such taxes, duties, import duties, toll, octroi, royalty etc.	All custom duties, excise duties, sales tax/ Value Added Tax (VAT) and other levies payable by the Tenderer in respect of transactions between the Tenderer and his vendors/sub-suppliers for procurement of any material, tools and plants etc., shall be included in the Tender price and no claim on account of any of the above shall be entertained by the Owner. The rates quoted in the Tender in Bill of Quantities shall be inclusive of all such taxes, duties, import duties, toll, octroi, royalty etc.
2.	Clause 8.2, Sec.-GCC [Clause 8.0: Taxes, Duties & Levies]	Sales tax, local tax and other levies in respect of transaction between the Owner and the Contractor under the Contract, if any, shall not be included in the aforesaid Tender Price but they shall be indicated separately, if applicable, in their offer and the same will be considered for the purpose of evaluation of the Tender and payment to the Contractor shall be admissible to the extent as payable under the law as on the date of actual Tender Opening. Any subsequent variation in the above taxes, duties and levies or new taxes shall be payable/recoverable as the case may be by the Owner on actual basis on production of documentary evidence.	Sales tax/VAT, local tax and other levies in respect of transaction between the Owner and the Contractor under the Contract, if any, shall not be included in the aforesaid Tender Price but they shall be indicated separately, if applicable, in their offer and the same will be considered for the purpose of evaluation of the Tender and payment to the Contractor shall be admissible to the extent as payable under the law as on the date of actual Tender Opening. Any subsequent variation in the above taxes, duties and levies or new taxes shall be payable/recoverable as the case may be by the Owner on actual basis on production of documentary evidence. The award of work under this Contract will be on Works Contract basis. The Contractor shall be responsible for payment of any such tax levied on the works contract

A. Jankar
19/11

AMENDMENT No. IX DATED 19.11.2007 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
(DOC. CODE NO.: DC-5010-JULY 1992)

SL. NO.	CLAUSE/ SEC.	EXISTING CLAUSE	AMENDED AS
		The award of work under this Contract will be on Works Contract basis. The Contractor shall be responsible for payment of any such tax levied on the works contract payable under the existing laws and the same shall be reimbursed by Owner.	payable under the existing laws and the same shall be reimbursed by Owner.
3.	Clause 8.4, Sec.-GCC [Clause 8.0: Taxes, Duties & Levies]	Further, sales tax on the turnover in respect of transaction between Contractor and his sub-contractor/vendor etc. shall be liability of Contractor and shall not be reimbursed by Owner.	Further, sales tax/VAT on the turnover in respect of transaction between Contractor and his sub-contractor/vendor etc. shall be liability of Contractor and shall not be reimbursed by Owner.
4.	Clause 26.6, Sec.-GCC [Clause 26.0: Materials]	As brought in clause 8.0 and subject to as herein after provided all charges on account of Octroi, terminal or sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.	As brought in clause 8.0 and subject to as herein after provided all charges on account of Octroi, terminal or sales tax/VAT and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

-- End of Amendment No. IX to 'Conditions of Contract' for 'Civil Works' Packages (domestic funding) --

D- Jankar
19/11

**AMENDMENT NO. - X DATED 05.07.2010 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
IN RESPECT OF FILE FOUNDATION PACKAGE. DOCUMENT CODE NO.: DC-5010-JULY 1992)**

SN	CLAUSE (SEC./PAGE)	EXISTING CLAUSE	AMENDED AS
1.	Clause 29.0, sub clause 29.3, (Section-GCC, Page 27)	-----	<p>Add new sub-clauses 29.3 (iv) to 29.3 (xix) as follows :</p> <p>iv) The Contractor shall observe all applicable regulations regarding safety on the Site.</p> <p>Unless otherwise agreed, the Contractor shall, from the commencement of work on Site until taking over, provide:</p> <p>a) fencing, lighting, guarding and watching of the Works wherever required, and</p> <p>b) temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of Employer/his representatives and occupiers of adjacent property, the public and others.</p> <p>v) The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to POWERGRID or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.</p> <p>vi) The Contractor will notify well in advance to the Engineer of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such</p>

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			<p>chemicals which may involve hazards. The Engineer shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Owner and the Owner shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Engineer's instructions.</p> <p>Further, any such decision of the Engineer shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the Engineer, the Contractor shall use alternative methods with the approval of the Engineer without any cost implication to POWERGRID or extension of work schedule.</p> <p>vii) Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.</p>
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			<p>viii) All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of POWERGRID in this regard.</p> <p>ix) Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorised by him.</p> <p>x) The Contractor shall be fully responsible for the safe storage of his and his Sub-Contractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by the Contractor.</p> <p>xi) The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.</p>
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			<p>xii) Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.</p> <p>xiii) The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.</p> <p>xiv) The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by POWERGRID to handle such fuses, wiring or electrical equipment</p> <p>xv) Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:</p> <ol style="list-style-type: none">a. Satisfy the Engineer that the appliance is in good working condition;b. Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
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			<p>c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.</p> <p>xvi) The Engineer will not grant permission to connect until he is satisfied that;</p> <p>a. The appliance is in good condition and is fitted with suitable plug;</p> <p>b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.</p> <p>xvii) No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.</p> <p>xviii) No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.</p> <p>xix) Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-Contractors, the Sub-Contractor's workmen/employees will also be considered</p>
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			<p>as the Contractor's employees/workmen for the above purpose.</p> <p>The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Engineer with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.</p>
2.	Clause 29.0, sub clause 29.5, (Section-GCC, Page 28)	ACCIDENT REPORTS	The heading of sub-clause 29.5 be read as ACCIDENT/ACCIDENT REPORTS instead of ACCIDENT REPORTS.
3.	Clause 29.0, sub clause 29.5, (Section-GCC, Page 28)	-----	<p>Add new sub-clauses 29.5.2 to 29.5.7 as follows :</p> <p>29.5.2 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.</p> <p>29.5.3 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para GCC 29.5.2 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.</p>

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			<p>29.5.4 The Contractor shall follow and comply with all POWERGRID Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and POWERGRID Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.</p> <p>29.5.5 If the Contractor fails in providing safe working environment as per POWERGRID Safety Rules or continues the work even after being instructed to stop work by the Engineer as provided in para GCC 29.5.2 above, the Contractor shall promptly pay to POWERGRID, on demand by the Owner, compensation at the rate of Rs. 5,000/- per day of part thereof till the instructions are complied with and so certified by the Engineer. However, in case of accident taking place causing injury to any individual, the provisions contained in para GCC 29.5.6 shall also apply in addition to compensation mentioned in this para.</p> <p>29.5.6 If the Contractor does not take adequate safety precautions and/or fails to comply with the Safety Rules as prescribed by POWERGRID or under the applicable law for the safety of the equipment and plant or for the safety of personnel or the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other Contractors or POWERGRID employees or any other person who are at Site or adjacent thereto, then the Contractor shall be responsible for payment of a sum as indicated below to be</p>
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			<p>deposited with POWERGRID, which will be passed on by POWERGRID to such person or next to kith and kin of the deceased:</p> <table border="1" data-bbox="1058 354 1961 591"> <tr> <td data-bbox="1058 354 1121 451">a.</td> <td data-bbox="1121 354 1625 451">Fatal injury or accident causing death</td> <td data-bbox="1625 354 1961 451">Rs. 1,000,000/- per person</td> </tr> <tr> <td data-bbox="1058 451 1121 591">b.</td> <td data-bbox="1121 451 1625 591">Major injuries or accident causing 25% or more permanent disablement</td> <td data-bbox="1625 451 1961 591">Rs. 100,000/- per person</td> </tr> </table> <p>Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The amount to be deposited with POWERGRID and passed on to the person mentioned above shall be in addition to the compensation payable under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Contractor does not deposit the above mentioned amount with POWERGRID, such amount shall be recovered by POWERGRID from any monies due or becoming due to the Contractor under the contract or any other on-going contract.</p> <p>29.5.7 If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by the Owner and no accident occurs then POWERGRID may consider the performance of the Contractor and award suitable 'ACCIDENT FREE SAFETY MERITORIOUS AWARD' as per scheme as may be announced separately from time to time.</p>	a.	Fatal injury or accident causing death	Rs. 1,000,000/- per person	b.	Major injuries or accident causing 25% or more permanent disablement	Rs. 100,000/- per person
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