

SECTION-V

Technical Specification and Special Conditions of Contract

FOR

Empanelment of Agency(s) for In-house Reprographics facilities for POWERGRID
Corporate office at Plot no. 2, Sector 29, Gurugram.

SPECIFICATION NO.:- CC/NT/S-MISC/DOM/A15/26/05968



पावर ग्रिड कॉर्पोरेशन ऑफ इन्डिया लिमिटेड
(भारत सरकार का उद्यम)
Power Grid Corporation of India Limited
(A Government of India Enterprises)

(These documents are meant for the exclusive purpose of bidding against this Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued.)

SPECIAL CONDITIONS OF CONTRACT

1.0 SCOPE OF WORK:

The scope of work of this rate contract covers deployment of machine(s) in space provided by POWERGRID for establishing such facility, collection of reprographic job from all floors/desks in office building, photocopying, supply and making binding with spirals, supply and fixing of covers/separators, drawing etc. The work shall also include cutting, folding, sorting, compiling, stapling and making complete bundles as required by users. All the material, consumable etc. shall be provided by Contractor.

In view	DESCRIPTION	No. of Machine
01	B/W Photocopy (A4/A3)	2
02	Colour Photocopying Machine (A4/A3)	1
03	Colour Photocopying Machine (A0/A2 Size)	1
04	Computer with relevant software's	1
05	Spiral Binding Machine (A4/A3)	2
06	Lamination Machine (A4/A3)	1

- ☐ **Agencies will also have to install individual voltage stabilizers as may be required for working of above machines.**

2.0 CHARGES PAYABLE TO POWERGRID:

POWERGRID would provide space for establishing in-house facility for reprographics work. The responsibility for upkeep and proper maintenance of space provided including all fittings and fixtures shall be of the contractor. POWERGRID shall recover the cost of energy consumed by contractor based on energy meter reading. For this purpose, energy meter shall be installed by POWERGRID and bill would be raised by HR-Admn Deptt. Contractor shall pay within 15 days from receipt of bill for the electricity charges to POWERGRID, failing which same shall be recovered from running bills.

3.0 OTHER CONDITIONS

3. 1 No other person except Contractor's authorized representative shall be allowed into POWERGRID premises & they shall do not do any private work other than their normal duties.
- 3.2 Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep POWERGRID indemnified against all loses, damages and claims arising thereof.
- 3.3 The personnel engaged by the Contractor shall be subject to security check by POWERGRID Security staff 'while entering/leaving the premises'.

3.4 The contractor shall in no case lease/transfer/sublet /appoint care taker for services without prior approval of POWERGRID.

3.5 The contractor shall fully responsible for theft, burglary, fire or any mischievous deed of your staff.

4.0 MAINTAINANCE OF SECRECY

Contractor shall take necessary steps to ensure strict secrecy of all material shall be given to them and shall not divulge any information.

5.0 INSURANCE:

Contractor shall arrange necessary and sufficient insurance cover for his persons deployed at work/site under the contract. Even for short duration. Such insurance shall protect all claims applicable under the workmen's compensation Act, 1948. POWERGRID shall not entrain any claim arising out of mishap, if any.

6.0 TERMS OF PAYMENT:

6.1 100% payment shall be made after submission of proper GST invoice, verification and certification by Engineer-in-charge and on production of following:

- (i) Original Invoice
- (i i) Prior submission of CPG
- (i i i) Signing of Contract Agreement

6.2 No advance payment shall be given under any circumstances whatsoever.

6.3 Signing of LOA & Contract Agreement and submission of CPG shall be a prerequisite for release of payment. CPG shall be submitted to POWERGRID, CC, Material Deptt., Gurgaon within 30 days of the placement of LOA.

6.4 Bill shall be submitted in triplicate to the Engineer-In charge for verification. PAN No./ TIN No. should be printed on the invoice. TDS will be deducted as applicable. You are requested to fill all the details in the attached E-Payment including PAN/TIN/TAN No. with the acceptance letter.

7.0 TAXES, DUTIES, LEVIES ETC.

Contractor shall pay all Income-Tax, surcharge on Income-Tax and any other Taxes, Further the contractor shall be liable and fully responsible for payment of all Indian duties, levies & taxes attracted /assessed on him under the provisions of India laws. POWERGRID shall not bear any tax liability under any circumstances whatsoever. POWERGRID shall deduct income tax at source from all the payments to be made to the contractor in accordance with the provision of India

Income tax Laws as applicable from time to time, and deposit the same to the concerned Govt. Authorities.

8.0 MACHINES /MANPOWER TO BE DEPLOYED

- 8.1 It shall be ensured that comprehensive back-up facilities for load exigencies in terms of manpower, machines etc. or due to machine break down etc. shall be provided for which nothing extra shall be payable.
- 8.2 Sufficient no. of manpower shall be deployed so as to collect the reprographic job from individual desk and return the same in specified time frame for which a register is to be maintained for collection of Reprographic jobs and return of complete work to individual.
- 8.3 Contractor shall provide all required equipment and services, whether explicitly mentioned in these specifications or not, to fulfill the intent of the specification and to ensure completeness, operability and maintainability of the system at no extra cost to the owner.

9.0 RISK & COST

If the agency does not work in full or part thereof at the stipulated time or if the quality of reprographic work is not acceptable then the same will be got done by POWERGRID at the risk & cost of agency.

10.0 QUALITY:

Bidder/Contractor would use the paper of specification mentioned in BOQ and POWERGRID reserves the right to inspect the material at any time.

11.0 SUBLETTING:

The successful bidder should execute the work and no part of the contract shall be sublet without prior approval of the POWERGRID, nor shall transfer be made by the bidder through a Power of Attorney.

12.0 PATENT RIGHTS:

Royalties and fees for patents covering material /equipment /component or process used in executing the work shall be to the account of the contractor. The contractor shall satisfy all demands that may be made any time for such royalties and fees and shall alone be responsible for all damages, infringement and shall keep the Owner indemnified in that regard. In the event, any equipment's / materials or part thereof is involved in any suit or other proceedings held to constitute infringements, and its use is enjoined, the Contractor, shall at his own expense, either procure for the Owner the right to continue the use of such equipment's/material or replace it with a non-infringing material / equipment / component / or modify it so that it becomes non-infringing.

13.0 **CONTRACT PERFORMANCE GUARANTEE (CPG)**

13.1 The Contractor/s shall, within Thirty (30) days of the notification of award, provide a performance security for the due performance of the Contract in the amount as mentioned below:

10% of Annualized value of the total evaluated price of the price bid

CPG Amount = -----

No. of parties subject to maximum of 02 nos. parties

The above CPG in the form BG shall have a validity up to ninety (90) days beyond the contract Period. The same shall be extended by the Contractor from time to time till ninety (90) days beyond the contract Period, as may be required under the Contract.

Alternatively, in place of submission of Contract Performance Guarantee, The Contractor may opt for pro-rata deduction at the rate of **10% (Ten Percent)** from the Running Bill of the contractor as Security Deposit. The deduction shall be continued until the total amount towards Security Deposit reaches **10% (Ten Percent)** of the **Annualized** Contract value and shall be released after (90) days beyond the contract Period, as may be required under the Contract.

13.2 The performance security shall, at the contractor's option, be in the form of a crossed bank draft/pay order/banker certified cheque in favor of Employer or in the form of unconditional Bank Guarantee (Refer Form-2 of Section-IV FORM) from:

- (a) a Public Sector Bank located in India or
- (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of ₹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, acceptable to the Employer, with overall international corporate rating or rating of long term debt not less than A – (A minus) or equivalent by reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India.
- (d) The Contract Performance Guarantee(s) amount shall be payable without any condition what so ever and these guarantees shall be irrevocable.

13.2.1 The contractor has the option to submit BG towards Performance Security using SFMS Platform.

The Account details of POWERGRID for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform are as given below:

Name of the Bank and Address	IFSC Code	POWERGRID Current A/c No.
State Bank of India, 4 th & 5 th Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg, Gole Market, New Delhi - 110001	SBIN0017313	10813608670
ICICI Bank, Unit No. 01, Solitaire Plaza, DLF Phase III, M.G. Road, Gurugram	ICIC0002451	000705002702

Note: Any one of the above account details can be used for the issuance of Bank Guarantee using SFMS Platform.

In case of Bank Guarantee (towards Performance Security) verification through SFMS facility of ICICI Bank, the applicant has to provide a unique identifier of POWERGRID to the issuing bank. This unique identifier needs to be incorporated by the issuing bank in Field 7037 of the IFIN 760 COV/ IFIN 767 COV while transmitting these messages to the Beneficiary Bank through SFMS. The unique identifier of POWERGRID is PGCIL50948846.

In addition to the above, the Bank Guarantee (towards Performance Security) should be submitted in the Physical form as specified above.

13.2.2 If the Contractor delays submission of the performance security, vis-à-vis the period specified in Clause GCC 6.1 then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable:

- (a) Contractor shall accordingly extend the validity of the Contract Performance Security to be furnished by the period of delay as per over and above the period required as per the Contract.
- (b) Alternatively, if the Contractor fails to extend the validity of the performance security, an amount @prevailing SBI Card Rate applicable for Inland Bank Guarantee +2% per annum on the performance security amount corresponding to the Facilities or any relevant part thereof covered under the said performance security, for the period of delay shall be paid by the Contractor to the Employer. The Employer may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due to the Contractor under the Contract.
- (c) The period of delay for the above purpose shall be the time elapsed between the due date for submission of performance security as per the Contract and the date of performance security.
- (d) In case the Contractor fails to submit the performance security within 90 days of the Notification of Award, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security and/or may terminate the Contract forthwith.

13.2.3 The above extension of validity of CPG or deduction shall not relieve the Contractor from any of his obligations and liabilities under the Contract.

13.2.4 The Employer shall be sole judge in above regard.

13.3 No interest shall be payable by the Employer on the Performance Security.

- 13.4 During execution of Contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order/banker certified cheque, may opt to furnish the Performance Security in the form of bank Guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing bank, the said amount shall be refunded.
- 13.5 The Contract Performance Guarantee is intended to secure the performance of the entire contract

DEFINITION OF TERMS

- 1.0 "POWERGRID / OWNER" shall mean the "POWER GRID CORPORATION OF INDIA LIMITED" (A GOVERNMENT OF INDIA ENTERPRISE) and shall include its legal representatives, successors and assigns.
- 2.0 "CONTRACTOR" shall mean the bidder/Agency whose bid is accepted by POWERGRID for the award of works and shall include its legal representatives, successors and permitted assigns.
- 3.0 "Notification of Award/ Brief Letter of Award" shall mean the official notice issued by POWERGRID notifying the successful bidder; if applicable vide tender documents, that his bid has been accepted. Letter of Award after its acceptance shall be deemed as contract agreement, if separate contract agreement is not entered into.
- 4.0 "Authorized representative of POWERGRID" shall mean the officer mentioned by POWERGRID in Letter of Award or appointed in writing by POWERGRID at site from time to time, for the purposes of the contract.
- 5.0 Works shall mean "**Empanelment of Agency(s) for In-house Reprographics facilities for POWERGRID Corporate office at Plot no. 2, Sector 29, Gurugram.**" as mentioned in LOA and shall include furnishing by Contractor of its personnel & services along with associated tools & tackle & accessories for the purpose.
- 6.0 "Site" shall mean Gurgaon to Manesar, for the purpose of performance of the Contract.
- 7.0 "Contract Price" shall mean the price payable to the Contractor under the contract for the work executed as per contract documents and as per POWERGRID's instructions and on the basis of agreed rates and for the full and proper performance of his contractual obligations.
- 8.0 "Date of Contract" shall mean the date on which Notification of Award. As the case may be) /Letter of Award has been issued.
- 9.0 "Month" shall mean the calendar month. Day or Days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

10.0 A "Week" shall mean continuous period of seven (7) days.

11.0 "Writing" shall include any manuscript, type written or printed statement under or over signature and/or seal as the case may be.

12.0 When word "Approved"; "subject to Approval", "Satisfactory", "Equal to", "Proper", "requested", "As Directed", "Where Directed", "When directed", "Determined by", "Accepted", "Permitted", or words and phrases of like importance are used the approval, judgment, direction, etc. is understood to be function of POWERGRID.

13.0 "Contract Period" shall mean the period during which the Contractor shall remain liable for the performance of work as per the terms of contract/Letter of Award.

14.0 Words imparting the singular only shall also include the plural and vice-versa where the context so requires.

15.0 The term "Contract Documents" shall mean and include the following which shall be deemed to form an integral part of the contract:

a) Invitation for Bid/Notice Inviting Tender (NIT) including letter forwarding the bidding documents.

b) Contractor's bid proposal and the documents attached thereto including the letter of clarification thereto between the Contractor and the POWER GRID, if any, prior to the Award of Contract except to the extent of repugnancy.

All the materials, literature, data and information of any sort given by the contractor along with his bid, if any, subject to the approval of the POWERGRID.

ANNEXURE-IV

IMPLEMENTATION OF SOCIAL ACCOUNTABILITY STANDARDS SA 8000:2001 IN POWERGRID

- 1.The contractor(s) and their associated sub-contractor/supplier are legally bound to meet the requirement of SA 8000:2001.
- 2.The contractor / sub-contractor/sub vendors shall not engage in or support the use of child labour at their premises/site. No workmen shall be less than 18 years of age. For marginal/ doubtful cases, the concerned contractor shall maintain necessary records for age proof of their workers.
- 3.The contractor/ sub-contractor/ sub vendor shall not engage in or support the use of forced labour.
- 4.The contractor/ sub-contractor/ sub vendor shall ensure the health and safety of the personal deployed. Record of regular health check shall be maintained. All safety requirement shall be provided to the manpower deployed the list of which will be maintained at site.
- 5.The contractor/ sub-contractor/ sub vendor shall allow freedom to make associations and Trade Unions for betterment and welfare of the working conditions.
- 6.The contractor/ sub-contractor/ sub vendor shall not engage in or support discrimination in hiring remuneration, access to training, promotion. Termination, or retirement based on race, caste, national origin, religion, disability, gender, sexual orientation, union membership, political affiliation or age.
- 7.The contractor/ sub-contractor/ sub vendor shall not engage in or support the use of corporal punishment. Mental or physical coercion and verbal abuse.
- 8.The normal working hours shall be 48 (forty eight) hours per week. Worker should get at least one day off in every seven day period. Overtime performed by the workers shall be recorded and paid at reasonable rate. Overtime shall not exceed 12 hours per week.

The records for payments to contractor workers shall be maintained by contractor to ensure that payments are made on time and as per applicable minimum wages.