## SPECIAL CONDITIONS OF CONTRACT

**"Supply of Motorized Hydraulic Compressor Engine driven capacity 150 ton, 700 Bar suitable to joint ACSR Conductor & Earth wire."**

1.0 **Scope of Work:**

1.1 The scope of work consists of **" Supply of Motorized Hydraulic Compressor Engine driven capacity 150 ton, 700 Bar suitable to joint ACSR Conductor & Earth wire."** in accordance with Bill of Quantities, Technical Specifications, SCC and other tender documents.

1.2 ~~CPWD specification shall be applicable for Schedule items; however~~ Technical Specification is attached.

2.0 **Engineer-in-charge:**

2.1 GM, POWERGRID, Tamnar authorise any of his officers as his representative for the execution of the subject work. The address of the Engineer-in-charge is as follows:

POWER GRID CORPORATION OF INDIA LIMITED,
765/400kv Tamnar pooling sub station near Tamnar ,
Village : Bhendra , raigarh Road , gharghoda ,
opp Gharghoda bypass point
Distt Raigarh -496111 (CG)

3.0 **Location**

POWER GRID CORPORATION OF INDIA LIMITED,
765/400kv Tamnar pooling sub station near Tamnar ,
Village : Bhendra , raigarh Road , gharghoda ,
opp Gharghoda bypass point
Distt Raigarh -496111 (CG)

4.0 The tender documents forming the contract are to be taken as mutually explanatory to one another & in case of any varying or conflicting provisions in any of the documents; following order of preferences shall be adopted:

a) Item Description in Bill of Quantities
b) Technical Specifications /Drawing
c) Special Conditions of Contract
d) And other tender documents read along with CPWD specifications.

5.0 **The Purchaser/Owner/Employer is:**
**POWER GRID CORPORATION OF INDIA LIMITED,**
Western Region Transmission System - I,
Sampriti Nagar, Nari Ring Road, P.O. Uppalwadi,
Nagpur-(Maharashtra)-440026.

~~6.0 **Quantity Variation, Materials, Water and Power:**~~

~~(i) **Quantity Variation**~~

~~The quantity of individual items can vary to any extent. However the total variation shall be to the extent of **+/- 25%** of the contract price on the same rates, terms & conditions.~~

~~(ii) **Material:** **No Material shall be supplied by POWERGRID under this contract** and the bidder should accordingly quote rates. Item rates for all the items shall include cost of all material and taxes.~~

~~(iii) **Water Supply:** POWERGRID will provide point for water connection, but during shortage of water the agency has to arrange water tankers at his own cost, no payment shall be made for this.~~

~~(iv) **Power Supply:** The contractor shall make his own arrangement for electrical power for construction and other purposes at his own cost. However, Employer shall supply power at one single point on chargeable basis if available. The charges shall be decided based on the purchase price of employer with overhead of 15%.~~

7.0 **Prices, Taxes and Duties:**

7.1 The contract price shall be FIRM and FIXED throughout the currency of the contract and shall not be subject to any price variation or price adjustment under any circumstances, whatsoever, during the execution of the contract

7.2 **The contract price shall be exclusive of applicable GST.**

7.3 For supplies between supplier & POWERGRID, statutory increase/decrease in the rate of such taxes, duties & levies which have been explicitly indicated by the bidder as a price component of the total price quoted in his bid and if any new taxes, duties & levies become applicable after the bid opening shall be to POWERGRID account and shall be reimbursed to the bidder or returned by him as the case may be.

7.4 The rates are inclusive of all taxes including commercial/sales tax on goods involved in the course of execution of the works contract, royalty etc., and no upward revision whatsoever shall be considered by POWERGRID in that regard after opening of the tender. POWERGRID shall affects TDS as per the rules/statutory requirements and issue TDS certificate.

7.5 In addition, the rates quoted by party shall be inclusive of BOCW Welfare Cess. POWERGRID shall deduct BOCW Welfare Cess @ 1% of the amount of bill(s) and deposit the same with BOCW Welfare Board constituted by the State. In case the contractor wishes to deposit the BOCW Welfare Cess directly with the BOCW Welfare Board, the contractor has to intimate POWERGRID in writing prior to commencement of work. In such case the contractor has to regularly submit documentary proof of

depositing the BOCW Welfare Cess to BOCW Welfare Board and on completion of the work, the contractor shall submit the proof of final assessment and settlement of BOCW Welfare Cess done by the Assessing Officer in relation to the Contract.

8.0 **Price Variation/adjustment:**

The unit rates indicated in the BOQ (Price Bid) shall be firm and shall not be subject to any price variation or price adjustment under any circumstances, whatsoever, during the execution of the contract.

9.0 **Statutory Deductions:**

All the required statutory deductions of taxes/levies shall be made as per rules.

10.0 **Insurance**

10.1 Insurance such as transit insurance of materials, third party & workmen insurance, insurance of tools & tackles and plant & equipment, shall be arranged by the Contractor at his cost and expense.

10.2 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law against all perils and the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

10.3 The perils required to be covered under the insurance shall include all risks, but not limited to fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotions, weather conditions, accidents of all kinds etc. The Contractor shall be responsible for the safety and security of the employees of the Contractor & his Sub-contractors throughout execution of the works.

10.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price.

11.0 **Completion period:**

Time is the essence of the contract. The entire work is scheduled to be completed in all respect **within 02 (TWO) Months from the date of approval of award.** The date of notification of award shall be considered as zero date for all the purposes.

The contractor shall deploy sufficient Manpower, Equipment and T&P for this work to complete the work within the completion period specified above.

12.0 **Terms of Payment:**

12.1 Payments shall be released by **F&A Dept., POWERGRID, PPPFC Dept., Bangalore/ Nagpur** on submission of Running/Interim Bill for the completed work. Bills along with all details of measurement sheets shall be submitted for release of payment through the Engineer-in-charge or his authorised representative.

12.2 No Initial Advance shall be paid to the contractor.

12.3 All the payments to be made directly to the contractor under the contract shall be made by POWERGRID through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract.

12.4 POWERGRID shall be entitled to deduct Income Tax and other taxes at source in accordance with the provision of Income Tax Act/other taxation laws as applicable from time to time. Necessary TDS certificates shall be issued by POWERGRID.

12.5 The contractor shall submit its GST-IN registration number along with the first invoice for payment.

12.6 Documentary evidence in respect of deposition of Welfare Tax with concern authority shall be submitted along with the bills failing which identified amount to this effect shall be deducted from the bills of the party.

12.7 POWERGRID is registered on TReDS (Trade Receivables Discounting System) platforms namely i.e. RXIL (Receivable Exchange of India Limited), M1-xchange (Mynd Solutions Private Limited) and Invoicemart (A.TReDS Limited) and the facility of the same may be availed by Micro, Small and Medium Enterprises (MSMEs) for payment.

12.8 **Payment Tracking**

12.8.1 The Contractor/Service Provider may track the status of its bills using POWERGRID's 'On-line Vendor Bill Tracking System'. To use this system, the Contractor is required to get itself registered once online at POWRGRID's ERP Portal with the link URL (https://etender.powergrid.in). Once registered, the Contractor/ Service Provider may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

a. Once registered, the Contractor/ Service Provider can log-in to POWERGRID's Vendor Bill Tracking System with Vendor Log-In ID and Password.

b. Bill entry is to be done by the Contractor/ Service Provider on POWERGRID's ERP Portal prior to submission of bill. An automated e-mail with unique reference number will be sent to the Contractor/Service Provider, which needs to be printed and attached on top of the corresponding physical bill to be submitted by the Contractor/ Service Provider to POWERGRID.

c. On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the

Contractor/ Service Provider intimating that the physical copy of the bill has been received and is under verification / processing.

d. The day the payment is made, a mail stating the "Bill number, net payment amount and details of the bank from where the payment has been made" will be sent to the Contractor/ Service Provider.

12.9 **Billing**

12.9.1 The bills are required to be submitted to the respective Engineer-in-Charge/Consignee for verification and processing.

12.9.2 After creation of BTS ID in Bill Tracking System (BTS), the hard copy of the bills along with all enclosures shall be submitted to the following address instead of sending to Site Engineer.

12.9.3 POWERGRID Payment Processing and Facilitation Center (PPPFC), Central Receipt section, Power Grid Corporation of India Ltd. Near RTO Driving Test Track, Singnayakanahalli Yelahanka – Dodaballapur Road, YelahankaHobli Bengaluru - 560064 (Karnataka)

12.9.4 BTS ID:_____

12.9.5 The option to attach the soft copies of the documents has been enabled in BTS at https://vendor.powergrid.in/. The attachment can be done after creation of BTS ID.

12.9.6 The payment will be released by F&A Deptt at POWERGRID, Nagpur/PPPFC, Bengaluru after certification by Engineer-in-Charge.

13.0 **Liquidated damages for Delay by Contractor:**

13.1 If the contractor fails to deliver the material/complete the scope covered under this contract, at FOR destination site within the time specified in the Letter of Award the contractor shall pay to the Employer a sum equivalent to **0.05% (Zero point Zero Five Percent** of the Contract Price ~~plus GST payable thereon~~ for the whole of the facilities, (or a part for which a separate time for completion is agreed) as a liquidated damages for such default and not as penalty, without prejudice to the Employer's other remedies under the Contract, **for each Day** which shall be elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of **Ten Percent (10%)** of the Contract Price ~~plus GST payable thereon~~ for the whole of the facilities, (or a part for which a separate time for completion is agreed).
**The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the Employer for default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default.**

The Employer may, without prejudice to any other method of recovery, deduct the amount of such dmages from any other monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

13.2 No bonus will be given for earlier Completion of the Facilities or part thereof.

14.0 **Defect Liability Period:**

14.1 Defects Liability Period shall be for **Two years from the date of completion of work in all respects.** If any defect is noticed during the defect liability period, same shall be attended by the Contractor at no cost to the Corporation.

15.0 **Contract Performance Guarantee/ Security Deposit (SD):**

15.1 As a security towards satisfactory performance of the contract, the successful bidder shall be furnished in the form of ~~**Insurance Surety Bond**~~**, account payee demand draft,** ~~**fixed deposit receipt from a commercial bank**~~**, bank guarantee issued/confirmed from any of the commercial bank in India, or online payment in an acceptable form**, safeguarding the purchaser's interest in all respects., in the format approved by POWERGRID, within fifteen days from the date of notification of award. **The guarantee amount shall be equal to 10% of the contract price**. It shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in the documents. **The guarantee shall be valid up to 90 days after the end of the Defects Liability Period.**

15.2 Alternatively, if the performance security is to be submitted in favour of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergridindia.com. While making such online payment towards performance security, the bidder shall choose segment as "Suppliers" and fill the details as follows:

| | |
|---|---|
| **Payment category** | **Performance Security** |
| **Sub-category** | **Performance Security for WR-1** |
| **Name of depositor** | **Name of the Contractor** |
| **Vendor code, if applicable** | **POWERGRID Vendor code if existing** |
| **Payment remarks** | **Performance Security for ……(enter the name of the contract & contract No)** |

The copy of "Online Payment Acknowledgement-Suppliers" generated subsequent to the payment shall be submitted by the contractor. The online payment facility shall be for payment in Indian Rupees only.

15.3 During execution of contract the contractor after submission of performance security in the form of a crossed Bank draft/pay order/banker certified cheque/online payment through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the POWERGRID of Performance Security

submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.

15.4 The BG towards CPG shall be released after successful completion of DLP period.

15.5 The Earnest Money Deposit shall be released only after receipt of BG towards Contract Performance Guarantee.

**OR (Applicable for Service Contract only)**

~~Deduction of **Ten Percent (10%)** amount of total contract value from the initial bill of contractor shall be made towards Security Deposit (SD). This deduction shall be continued till the total amount towards Security Deposit reaches **Ten Percent (10%)** of the contract price.~~

The Earnest Money submitted by the contractor along with bid/tender shall be treated as Initial Security Deposit. In case EMD submitted is in the form of Bank Guarantee, the equivalent amount shall be additionally deducted from first payment made to the contractor and immediately thereafter, the Bank Guarantee towards EMD shall be returned to the bidder. Further, in such a case, the validity of Bank Guarantee towards EMD shall be ensured till the deduction towards initial security deposit, as aforesaid, is affected.

15.6 No interest shall be payable to the Contractor against SD/CPG.

15.7 Forfeiture of Contract Performance Guarantee:
In case the contractor fails to carry out the work or perform or observe any of the conditions of the contract, the Contract Performance Guarantee shall be forfeited i.e. Security Deposit will be forfeited, without prejudice to any other right or remedy of POWERGRID to which it is entitled.

16.0 **Left over Materials**

16.1 It shall be the responsibility of the Contractor to take back the left over materials, if any, arranged and transported by him and clear the site within 30 days of completion of works at site to Engineer-in-Charge. Beyond this period, the Owner shall have the right to dispose off these materials for clearing the site in a manner as deemed fit at the risk and cost of the Contractor without serving him any notice in this regard.

17.0 **Deployment of Staff & Equipment**

17.1 All necessary tools & tackles and plants & equipment shall be arranged and transported to sites, associated with the above scope of work, by the Contractor at his cost and expense. Nothing shall be arranged and provided by the Owner, whatsoever.

17.2 The contractor shall deploy additional Manpower, Machinery, Materials etc., as and when considered necessary by the Engineer-in-charge or his representative, without any additional liability on any reason whatsoever.

17.3 Materials and components not specifically stated in the various documents forming part of the contract but which are necessary for completion of works shall be deemed to be included in the scope. All such materials and components shall be arranged and transported by the contractor at his cost and expense.

17.4 The deployed personnel should have sufficient work experience.

18.0 **Risk Performance**

18.1 In the event of failure of agency to execute the contract or failure as per specifications, quality standard, & time schedule or failure to supply within the specified delivery period, POWERGRID reserves the right to get the work done from any other agencies, at the risk & cost of the supplier forfeiting the EMD, if any.

19.0 **Statutory requirements:**

19.1 The Contractor has to ensure that provisions of SA-8000:2008 are compiled by him during execution of contract.

20.0 **Patent Rights**

Royalties and fees for patents covering material/equipment or processes used in executing the work shall be to the account of the vendor. The vendor shall satisfy all demand that may be made at any time for such royalties and fees and exclusively shall be liable for damages, infringement and shall keep the purchaser indemnified in that regard. In the event of any equipment/material or part thereof supplied by the vendor is involved in any suit or other proceedings held to constitute infringement and its use is enjoined, the vendor shall at his own expenses, either procure for the purchaser the right to continue the use of such equipment/material or replace it with a non-infringing material/equipment or modify it so that it becomes non-infringing.

21.0 **Force Majeure**

21.1 Force Majeure is herein defined as any cause which is beyond the control of the vendor or the owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the contract, such as natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics, acts of any Govt. domestic or foreign, wars (declared or undeclared), priorities, quarantines, embargoes. Provided either party shall within 15 days from the occurrence of such a cause notify the other in writing by Registered Post of such causes along with proof thereof.

21.2 The vendor or the owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and or defined above. The date

of completion of delivery as provided in the purchase order shall be extended by a reasonable time unless the parties agree upon other courses of action.

22.0 **Cancellation**

In the event of any of the lapses mentioned below at (a) to (g), POWERGRID shall issue notice of default to the contractor with an advice to rectify/remedy the lapses within 7 days. If the contractor fails to rectify/remedy the lapses and adhere to the terms and conditions of the contract/Letter of Award, POWERGRID shall terminate the contract/cancel the Letter of Award and forfeit the Security Deposit/encash the bank guarantee towards Contract Performance Guarantee. However, in such case, POWERGRID reserves the right to get execute the supplies from any other agencies, at the risk & cost of the contractor

(a) Failure of contractor to comply with any of the terms of the letter of award.
(b) Failure to supply the material as per the specifications & quality standard.
(c) Failure to supply within the specified delivery period.
(d) Contractor becomes bankrupt
(e) Contractor goes into liquidation
(f) Contractor makes general assignment for the benefit of the creditor or any receiver is appointed for the property owned by the Contractor
(g) Any other reason in which POWERGRID deems fit to cancel the letter of award.

22.1 Bidders, who are executing contract(s) or has executed contract(s) in the past for the Employer (Owned as well as Consultancy) and any of the following event(s) have been encountered during contract(s) execution, shall not be eligible to bid for the package(s) whose originally scheduled date of bid opening falls within the specified period reckoned from the date of determination by the Employer of such event as below:

| S. N. | Event | Period for which bid(s) shall be considered as non-responsive/ not eligible |
|---|---|---|
| 1. | Termination of Contract due to Contractor's default | 1 year |
| 2. | Encashment of CPG due to non-performance | 1 year |
| 3. | Repeated failure of major Equipment while in service | 1 year |
| 4. | Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract | 1 year |

| S. N. | Event | Period for which bid(s) shall be considered as non-responsive/ not eligible |
|---|---|---|
| 5. | More than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor | 1 year |
| 6. | Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)* | Till the firm comes out of Resolution process |

**For the purpose of working out 50% of the Contract, following shall be taken into account:*

*a. Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.*

*b. Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.*

22.2 Notwithstanding the above, in case any of the event(s) above is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package.

22.3 The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding.

23.0 **Waiver**

The waiver by the owner for any of his rights or breach of the terms and conditions of the purchase order shall not constitute any waiver of any other right or subsequent breach or conditions.

24.0 **Compliance of Regulations**

24.1 The vendor shall warrant that all Goods and or services covered by this purchase order shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable rules, regulations and Law of the Land.

24.2 The vendor should execute and deliver such documents as may be needed by the purchaser in evidence of compliance of all laws & rules and regulations required to be incorporated in this reference. Any liability, arising out of contravention of any of the

laws in executing this purchase order shall be the sole responsibility of the vendor and the owner shall not be responsible in any manner whatsoever.

25.0 **Sub-Letting & Assignment**

The vendor shall not sublet, transfer or assign any part of this purchase order without the prior written consent of the purchaser. Such assignment or subletting or transfer shall not relieve the vendor from any obligation, duty and responsibility under this purchase order. Any assignment, transfer or subletting without the prior written approval of the owner shall be void. The purchaser shall have the right to cancel the contract and to purchase the goods elsewhere and the supplier shall be liable to the purchaser for any loss or damage which the purchaser may sustain in consequence of arising out of such purchase and the vendor shall indemnify such loss or damage to the owner.

26.0 **Arbitration**

26.1 All disputes or differences in respect of which the decision, if any, of the Engineer-in-charge and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:

26.2 The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three member arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore.

**Sole Arbitration**

The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by POWERGRID. The same shall comprise of retired Judges and retired Senior executives of PSUs other than POWERGRID. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:

| Sl. no. | Claim amount | Work Experience/ Qualifications |
|---|---|---|
| 1 | < Rs. 10 Crore | Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired Dist. Judges/ High Court Judges. |
| 2 | Rs.10 Crore- Rs.25 Crore | Sole arbitrator- Retired High Court/Supreme Court Judges |

(a) In case of invocation of arbitration by POWERGRID, POWERGRID shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as "Sole Arbitrator", which will be confirmed by POWERGRID and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

(b) In case of invocation of arbitration by the Contractor, the Contractor shall request POWERGRID for its database of Arbitrators/ chose from the list of Arbitrators

available on POWERGRID's website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Three member arbitral tribunal

The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration & conciliation Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration & conciliation Act.

26.3 The cost of arbitral proceedings inter-alia including the Arbitrators' fee, logistics and any other charges shall be equally shared by both parties.

In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID whereas in case of the three member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself.

26.4 The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi.

26.5 The decision of the sole arbitrator/ the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator.

26.6 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute or difference between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018. The decision through AMRCD will be final and binding on all the concerned.

26.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

27.0 **Reference Contract Price for Different Purposes**

27.1 The contract price, as originally awarded, shall be the reference price for determining the initial value of CPG. In case of any amendment to the contract, the contract price as amended shall be the reference price for determining the value of CPG and LD Amount.

28.0 **Testing and Inspection:**

28.1 **The work is to be carried out as per Technical Specification of POWERGRID.**

28.2 ~~**Considering a small volume of work, maintaining field quality plan waived off, however the materials shall be brought from approved source/ approved brand. In case, approved source is not available then source approval shall be taken based on the testing required as per SFQP.**~~

28.3 ~~**POWERGRID latest revision of SFQP civil works for site packages (SFQP No. C/QA&I/SFQP/SITE-CIVIL-2012/ (Rev 4)) shall be applicable for this work.**~~

28.4 **Physical inspection shall be done at Manufacturing unit/ or at site by POWERGRID representative as per instruction of Engineer–in charge . ~~SFQP shall be applicable for TL civil work.~~**

29.0 **General**

29.1 The contractor will have to follow all rules and regulations pertaining to payment of Minimum Wages Act as notified by the Government applicable to Project Site. He shall also be responsible for observance of Labour Regulations in respect of Labour Welfare.

29.2 Labour licence, under the relevant act, shall be obtained by the Contractor and a copy of the same shall be submitted to the Engineer-in-Charge, within 15 days from the date of this Letter of Award.

29.3 No child below the age of 14 should be employed for the work.

29.4 Contractor is required to possess independent PF Code Number (if not already registered) from respective Regional Provident Fund Commissioner, and is required to follow PF regulations.

29.5 The Contractor should have GST registration of the respective State of Work Site as applicable. If the bidder has no such registration, he has to get himself registered, with effect from the date of award and submit proof of the same to POWERGRID for information and records, within 60 days from the date of award.

29.6 The successful bidder shall be required to submit a detailed programme of work to Engineer-in-charge who will be at liberty to suggest modification/corrections keeping in view the priority of work to be undertaken.

29.7 Within 15 days from the date of award of the work, the successful bidder shall finalize with the engineer-in-charge, a monthly schedule of activities (value of work to be executed during each month) for the purpose of implementing the price variation/adjustment provisions.

29.8 POWERGRID will not entertain any sort of legal obligation compensation etc., arising out of acts of mishaps or carelessness on the part of the contractor or his staff during the execution of the work.

29.9 For reasons which may include unsatisfactory performance of the works under the Contract, or the Contractor resorting to unacceptable or unlawful and fraudulent business practices either during bidding or during execution of the Contract, or for any other reason whatsoever, the Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the contract forfeiting EMD/SD & forbid the Contractor from participating in any future bidding process for a specified period of time.

29.10 In the event of failure of agency to execute the contract as per specifications, quality standard, & time schedule or failure to supply within the specified delivery period, POWERGRID reserves the right to get the work done from any other agencies, at the risk & cost of the contractor.

29.11 All final plans, drawings, specifications, designs, reports and other documents or software submitted by the bidder in the performance of the services shall become and remain the property of the POWERGRID.

29.12 Contractor shall keep all the knowledge and information not within the public domain that may be acquired during the carrying out of this assignment, strictly confidential for all time and for all-purpose.

29.13 Bidder/Contractor shall keep confidential and shall not, without the consent of POWERGRID, which shall not be unreasonably withheld, divulge or part off to any third party any documents, data or other information in connection with this assignment except where such information are of public domain or required under the statute or law.

30.0 **SAFETY:**

31.0 The Contractor shall be responsible for the safety during all activities at the Site.

32.0 The Contractor shall:

32.1 comply with all applicable safety regulations and Laws;

32.2 comply with all applicable safety obligations specified in the Contract;

32.3 ensure proper safety of all workmen, materials, plant and equipment belonging to him/subcontractor working at Site or entitled to be on the Site or other places, if any, where the works are being executed. The Sub-Contractor's workmen /employees shall also be considered as the Contractor's employees/ workmen. Contractor shall be responsible for safety of all employees/workmen belonging to him or his subcontractor.

33.0 All equipment (machineries/ lifting T&Ps/ wire sling/ polypropylene ropes etc.) shall be strictly operated /used and maintained by the Contractor in accordance with manufacturer's Operation Manual /safety instructions and as per guidelines /rules of Employer in this regard.

34.0 The Contractor shall not make any connection /change in any electrical equipment belonging to the Employer or other Contractors without prior written permission of Engineer-in-charge.

35.0 The equipment must be declared safe by the Engineer-in-charge and a permit to work/permission shall be issued by the Engineer-in-charge before any work. No work shall be carried out on any live equipment.

36.0 The Contractor shall deploy fulltime Supervisor or Safety Supervisor/Steward (if deployed workmen are more than 10 at a site). He shall brief to each worker daily before start of work about safety requirement and precautions to be taken against the imminent dangers (Daily Safety pep-talk).

In-case of manpower deployed at a site is less than 10 then Agency will nominate senior most experienced worker as gang leader/steward for above works.

37.0 In case of any accident-

37.1 The Contractor shall promptly inform to the Engineer-in-charge and also to all the authorities envisaged under the applicable laws.

37.2 The Contractor shall ensure that the affected person(s) must be administered first-aid and all efforts made to immediately shift to nearby hospital or any other such

place for medical treatment. Contractor shall bear all medical expenditure for treatment of accident victim.

38.0 POWERGRID's Engineer-in-charge or his deputed representative 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.

39.0 It is mandatory for the Contractor to observe the following during the execution of the works:

39.1 Safety induction training (02-days training for skilled/semi-skilled & 01-day training for unskilled) shall be provided by the Agency to the staff/ gang.

39.2 Contractor shall procure (if required) sufficient quantity of Earthing equipment /Earthing devices complying with requirements of relevant IEC standards and to the satisfaction of POWERGRID Engineer In-Charge.

39.3 The Contractor shall provide standard personal protective equipments (helmet, electrical safety shoe, gloves, goggles, safety harness, fall arrestors, reflective jackets) and sufficient quantity of tools to all employees and workmen as per the need or as may be directed by the Engineer-in-charge.

39.4 Contractor shall provide communication facilities as per requirement i.e. Walky – Talkie /mega-phones /mobile phone, display of flags /whistles for easy communication among workers during the activity.

39.5 The gang leader /supervisor staff present at ground should have constant vigil on the workers working at height to alert them. Workers working at height should not be allowed use of mobile phone.

39.6 Labour camps shall be provided to the workers wherever necessary. Camps shall be adequately lighted, ventilated, maintained in a clean and sanitary condition with proper toilet facility.

39.7 First-aid box should be available at site.

40.0 The Contractor shall provide safe working conditions to all workmen and potable /safe drinking water for workers at site /at camp with required hygiene and sanitation.

41.0 The Contractor shall submit the following documents to the Engineer In- Charge before deployment of man power (or) before start of work:

41.1 Safe work procedure for each activity to be prepared by Agency and to be submitted to Engineer in-charge.

41.2 Safety Policy/ Safety Document of the Contractor's company.

41.3 Contractor shall also submit list of identified emergency facilities available at nearby site.

41.4 Health checkup of all workers from competent agencies/ departments before deployment at site.

41.5 Documentary evidences in regard to compliance to various statutory requirements i.e. License's (Labor license, electrical license, explosive etc.), certificates & registration's (BOCW), Insurance (WC policy/ ESIC, public liability etc.)

42.0 In case of accidents, the following methodology will be adopted:

42.1 In case of first fatal accident at the site (or adjacent thereto) of bidder during financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across POWERGRID (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 06 months reckoned from the date of the first fatal accident.

42.2 Subsequent to bidder's involvement in two cumulative fatal accidents during any financial year, bids submitted by such bidder shall be considered non-responsive for all regional /site packages across POWERGRID (including consultancy) whose date of bid opening, originally scheduled and/or actual, falls within the 01-year reckoned from the date of the second fatal accident (or) 18 months from the date of first fatal accident, whichever is later.

42.3 For every subsequent fatal accident in same financial year bids shall be considered non-responsive in the manner as above for additional 12-month period. This period shall however, in sequence to and shall commence after expiry of non-responsiveness period on account of earlier accidents.

42.4 Non-responsiveness period shall be irrespective of financial years and shall be in sequence to expiry of earlier non-responsiveness period.

43.0 Notwithstanding above, if the original contract price is above ₹1 crore, the Contractor shall also be responsible for payment of a sum as indicated below to be deposited in the "Safety Corpus Fund'".

| | | |
|---|---|---|
| a. | Upon 1st accident causing fatal / accident causing 25% or more permanent disablement. | 1% of the Contract price, as awarded. |
| b. | Upon 2nd accident causing fatal / accident causing 25% or more permanent disablement. | 2% of the Contract price, as awarded. |
| c. | Re-occurrence of accident causing fatal / accident causing 25% or more permanent disablement even after the 2nd accident | 3% of the Contract price, as awarded. |

For the purpose of recovery under this clause, the count of accident shall be package wise.

The amount deposited in Safety Corpus fund shall be utilized for general safety awareness for contract workers across POWERGRID (owned as well as consultancy). GST, if any, applicable on recoveries as mentioned in this clause, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.

44.0 Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Contractor.

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