

SI no:	Clause ref no:	Existing provision	Amendment provision	Remarks
1.	ITB 23.2	<p>.....</p> <p>Subsequent to Bidder's involvement in two cumulative fatal accidents during any financial year, bids submitted by such bidder for all packages whose date of bid opening, originally scheduled and/or actual, falls within the three months period reckoned from the date of the last accident, shall be considered non-responsive. However, if there is no bid from such bidder during the said three months period, any one bid submitted after three months will be considered non-responsive.</p> <p>Subsequent to Bidder's involvement in three cumulative fatal accidents during any financial year, bids submitted by such bidder for all packages whose date of bid</p>	<p>.....</p> <p>Subsequent to Bidder's involvement in two cumulative fatal accidents during any financial year, bids, which are otherwise substantially responsive and are ascertained to be qualified to satisfactorily perform the Contract, submitted by such bidder for three(03) packages, whose actual date of bid opening falls after the date of the second fatal accident shall be considered non-responsive.</p> <p>Subsequent to Bidder's involvement in three cumulative fatal accidents during any financial year, bids, which are otherwise substantially responsive and are ascertained to be qualified to</p>	

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		<p>opening, originally scheduled and/or actual, falls within the six months period reckoned from the date of the last accident, shall be considered non-responsive. However, if there is no bid from such bidder during the said six months period, any one bid submitted after six months will be considered non-responsive.</p> <p>If there is re-occurrence of fatal accidents within six months of the third fatal accident during the financial year, the bid of such bidders shall be treated as non-responsive for a period of one year reckoned from the date of last fatal accident. However, if there is no bid from such bidder during the said one year period, any one bid submitted after one year will be considered non-responsive.</p> <p>In case of transmission line tower packages, if there is incidence of Tower collapse in any contract for the reasons attributable to</p>	<p>satisfactorily perform the Contract, submitted by such bidder for five(05) packages whose actual date of bid opening falls after the date of the third fatal accident shall be considered non-responsive.</p> <p>If there is re-occurrence of fatal accidents after the third fatal accident during the financial year, bids submitted by such bidder for all packages whose date of bid opening, originally scheduled and/or actual, falls within the one year reckoned from the date of the last fatal accident, shall be considered non-responsive.</p>	

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		<p>the contractor leading to more than one (01) fatality, the bid of such bidder for all packages whose date of bid opening, originally scheduled and/or actual falls within the six months period reckoned from the date of the last accident, shall be considered Non-responsive.</p> <p>For the aforesaid purpose, the count for number of fatal accidents shall be financial year wise (year ending March). The Employer shall be the sole judge in this regard.</p>	<p>For the aforesaid purpose, the count for number of fatal accidents shall be financial year wise (year ending March). The Employer shall be the sole judge in this regard.</p> <p>Further, the count of bids for five (05) packages to be considered non-responsive on account of occurrence of third fatal accident shall be subsequent to the count of bids for three (03) packages to be considered non-responsive on account of occurrence of second fatal accident. However, once the bids are considered non-responsive for one year reckoned from the date of re-occurrence of fatal accidents after the third fatal accident, the provisions for non-responsiveness due to second/third fatal</p>	

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		<p>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 determination of bid of such bidders 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 Bidder.</p>	<p>accident shall be superseded by the aforesaid.</p> <p>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 bidders 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 Bidder.</p> <p>In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, for the purpose of determining responsiveness of bids, the accident shall be considered to have been committed by partner(s) of the JV who was responsible for the execution of the said works as per their scope under the Contract.</p> <p>In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, for the purpose of determining</p>	

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		<p>The bidder's failure to submit its Board Resolution, after review of fatal accidents in any on-going Contracts with the Employer, along with the action plan for avoidance of such incidences to the Employer and/or in case the CEO of the Bidder does not apprise the POWERGRID APEX SAFETY BOARD of the cause of Fatal accident and their future action plan/safety preparedness to prevent recurrence of such accidents within 60 days of fatal accidents, their bids shall be treated as non-responsive till submission of the same to the Employer.</p>	<p>responsiveness of bids, the accident shall be considered to have been committed by the Associate who is executing the erection/services contract corresponding to the scope of work in which accident has occurred.</p> <p>In case of the bidder's failure to submit its Board Resolution, after review of fatal accidents in any on-going Contracts with the Employer, along with the action plan for avoidance of such incidences to the Employer and/or in case the CEO of the Bidder does not apprise the POWERGRID APEX SAFETY BOARD of the cause of Fatal accident and their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of fatal accidents plus the extended period of 4 weeks as brought out in GCC, their bids shall be treated as non-responsive till completion of the above actions.</p>	
2.	GCC 18.3.1.4	Salient features of some major laws applicable to establishments engaged in	Salient features of some major laws applicable to establishments engaged in building and other	

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		<p>building and other construction works:</p> <p>(a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.....</p>	<p>construction works:</p> <p>(a) Employee's Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.....</p>	
3.	GCC 18.3.3.17	<p>The 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 as the Contractor's employees/workmen for the above purpose.</p> <p>The Contractor shall deploy one dedicated Safety Staff(s) for every 200 kms of a Transmission Line Project.</p>	<p>The Contractor shall deploy Safety Officer(s)/Safety Supervisor(s) /Safety Steward(s) in line with requirements as specified in the Safety Plan.</p> <p>The qualifications and experience, roles and responsibilities of the Safety Officer(s)/Safety Supervisor(s) /Safety Steward(s) shall be as prescribed in the Safety Plan.</p>	

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		<p>In case, the Contractor fails to deploy Qualified Safety Officer(s)/Safety Staff(s) under each Contract, as specified, then the Contractor shall be responsible for payment of a sum of Rs. 15,00,000/- per quarter till the Safety Officer(s)/Safety Staff(s) is deployed, to be deposited with the Employer, which will be retained in the Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26.</p> <p>The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Project Manager with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made</p>	<p>In case, the Contractor fails to deploy Qualified Safety Officer(s)/Safety Supervisor(s) /Safety Steward(s) under each Contract, as specified in the Safety Plan, then the Contractor shall be responsible for payment of a sum of Rs. 15,00,000/- per quarter or part thereof, on a pro-rata basis, till the Safety Officer(s)/ Safety Supervisor(s)/Safety Steward(s) is deployed, to be deposited with the Employer, which will be retained in the Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26. Further, the Project Manager shall have the right at his sole discretion to stop the work in line with GCC Sub-Clause 18.3.3.19 till the Safety Officer(s)/ Safety Supervisor(s) /Safety Steward(s) is deployed by the Contractor.</p> <p>The name and address of such Safety Officers Safety Supervisor(s) /Safety Steward(s) of the Contractor will be promptly informed in writing to Project Manager or his authorised representative with a copy to Safety Officer-In charge before he starts work or immediately after</p>	

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		during currency of the Contract.	any change of the incumbent is made during currency of the Contract.	
4.	GCC 18.3.3.18	<p>In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform but no later than 24 hrs. of the occurrence of the same, to the Project Manager in prescribed form and also to all the authorities envisaged under the applicable laws.</p> <p>Notwithstanding above, in case of any fatal accident, the Board of Directors of Contractor shall review the incidence and a copy of Board's resolution signed by the Director/Company Secretary of the firm alongwith action plan for avoidance of such incidences in future shall be furnished promptly but no later than 60 days, to the</p>	<p>In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform but no later than 4 hrs. of the occurrence of the same, to the Project Manager in prescribed form and also to all the authorities envisaged under the applicable laws.</p> <p>Notwithstanding above, in case of any fatal accident, the Board of Directors of Contractor shall review the incidence and a copy of Board's resolution signed by the Director/Company Secretary of the firm alongwith action plan for avoidance of such incidences in future shall be furnished promptly but no later than 60 days, to the Employer. Besides above, the CEO of the</p>	

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		<p>Employer. Besides above, the CEO of the Contractor shall meet and apprise POWERGRID APEX SAFTEY BOARD alongwith the Board's resolution of the fatal accident occurred and their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of the occurrence of the fatal accident.</p>	<p>Contractor shall meet and apprise POWERGRID APEX SAFTEY BOARD alongwith the Board's resolution of the cause of the fatal accident occurred and their future action plan/safety preparedness to prevent recurrence of such accidents in future within 60 days of the occurrence of the fatal accident. In case of failure of the Contractor to complete the above actions within 60 days, an extended period of 4 weeks is permitted to the Contractor to complete the same, along with a penalty of 0.05% of Contract Price as awarded, per week of delay or part thereof limited to Rs. 2.5 lakh per week, which shall be deposited in the Safety Corpus Fund. In case of failure of the Contractor to complete the above actions within the extended period of 4 weeks as above, the bids submitted by the Contractor shall be treated as non-responsive till completion of the same.</p> <p>In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, partner(s) of the JV who was responsible for the execution of the said works as per their scope under the</p>	

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			<p>Contract, shall submit its Board Resolution and apprise the POWERGRID APEX SAFETY BOARD as brought out above.</p> <p>In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, the Associate who is executing the erection/services contract corresponding to the scope of work in which accident has occurred, shall submit its Board Resolution and apprise the POWERGRID APEX SAFETY BOARD as brought out above.</p>	
5.	GCC 18.3.3.23	<p>If the Contractor fails in providing safe working environment as per Employer Safety Rules or continues the work even after being instructed to stop work by the Project Manager as provided in GCC Sub-Clause 18.3.3.19 above, the Contractor shall promptly pay to Employer, on demand by the Employer, compensation at the rate of Rs. 10,000/- per day or part thereof to be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26, till the</p>	<p>If the Contractor fails in providing safe working environment as per Employer Safety Rules or continues the work even after being instructed to stop work by the Project Manager as provided in GCC Sub-Clause 18.3.3.19 above, the Contractor shall promptly pay to Employer, on demand by the Employer, a recovery at the rate of Rs. 10,000/- per day or part thereof to be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26, till the instructions are complied with and so certified by the Project Manager.</p>	

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		instructions are complied with and so certified by the Project Manager. However, in case of accident taking place causing injury to any individual, the provisions contained in GCC Sub-Clause 18.3.3.24 shall also apply in addition to recovery mentioned in this Clause.	However, in case of accident taking place causing injury to any individual, the provisions contained in GCC Sub-Clause 18.3.3.24 shall also apply in addition to recovery mentioned in this Clause	
6.	GCC 18.3.3.24	If the Contractor does not take adequate safety precautions and/or fails to comply with the Safety Rules as prescribed by the Employer 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 Employer's 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 deposited with the Employer, which will be passed on by the Employer to such person or next to kith and kin of the deceased:	In case of an accident at Site or adjacent thereto, the Contractor shall be responsible for payment of a sum as indicated below to be deposited with the Employer, which will be passed on by the Employer to such person or next to kith and kin of the deceased:	

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		<table border="1"> <tr> <td data-bbox="343 1534 502 1617">a</td> <td data-bbox="502 1534 705 1617">Fatal injury or accident causing death</td> <td data-bbox="705 1534 865 1617">Rs. 15,00,000/- per person</td> </tr> <tr> <td data-bbox="502 1214 705 1534">b</td> <td data-bbox="705 1214 865 1534">Major injuries or accident causing 25% or more permanent disablement</td> <td data-bbox="865 1214 1024 1534">Rs. 5,00,000/- per person</td> </tr> </table> <p data-bbox="865 1012 1372 1617">Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The amount to be deposited with Employer 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 Employer, such amount shall be recovered by Employer from any monies due or becoming due</p>	a	Fatal injury or accident causing death	Rs. 15,00,000/- per person	b	Major injuries or accident causing 25% or more permanent disablement	Rs. 5,00,000/- per person	<table border="1"> <tr> <td data-bbox="343 840 502 1012">a</td> <td data-bbox="502 840 753 1012">Fatal injury or accident causing death</td> <td data-bbox="753 840 912 1012">Rs. 15,00,000/- per person</td> </tr> <tr> <td data-bbox="502 631 753 840">b</td> <td data-bbox="753 631 912 840">Major injuries or accident causing 25% or more permanent disablement</td> <td data-bbox="912 631 1072 840">Rs. 5,00,000/- per person</td> </tr> </table> <p data-bbox="912 320 1372 1012">Permanent disablement shall have same meaning as indicated in Employee's Compensation Act. The amount to be deposited with Employer and passed on to the person mentioned above shall be in addition to the compensation payable under the relevant provisions of the Employee'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 Employer, such amount shall be recovered by Employer from any monies due or becoming due</p>	a	Fatal injury or accident causing death	Rs. 15,00,000/- per person	b	Major injuries or accident causing 25% or more permanent disablement	Rs. 5,00,000/- per person	
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		<p>such amount shall be recovered by Employer from any monies due or becoming due to the Contractor under the contract or any other on-going contract.</p> <p>Notwithstanding above, while executing the Contract(s), in case of any permanent disablement in hands/legs due to any accident(s), the Contractor shall arrange to provide modern electronic artificial Limb (Hands/Legs) to the victims of the accident either through any NGO or directly and also provide necessary training to the victims to use the same. The cost/expenditure, if any, shall be borne by the Contractor and the details of the same shall be provided to POWERGRID for information. The above shall be in addition to the compensation payable to the victim as applicable.</p> <p>In case of any major accident, the Contractor shall withdraw its Representative (Project Manager)</p>	<p>to the Contractor under the contract or any other on-going contract.</p> <p>Notwithstanding above, while executing the Contract(s), in case of any permanent disablement in hands/legs due to any accident(s), the Contractor shall arrange to provide modern electronic artificial Limb (Hands/Legs) to the victims of the accident either through any NGO or directly and also provide necessary training to the victims to use the same. The cost/expenditure, if any, shall be borne by the Contractor and the details of the same shall be provided to POWERGRID for information. The above shall be in addition to the compensation payable to the victim as applicable.</p> <p>In case of first fatal accident, a warning letter shall be issued to the Contractor. In case of any subsequent fatal accident, the Contractor shall withdraw its Representative (Project Manager)</p>	

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		immediately and shall appoint its Representative (Project Manager) afresh pursuant to GCC Clause 13.2. The Contractor's Representative (Project Manager) removed hereinabove, thereafter shall not be permitted to work in any of projects/works of the Employer.	immediately and shall appoint its Representative (Project Manager) afresh pursuant to GCC Clause 13.2. The Contractor's Representative (Project Manager) removed hereinabove, thereafter shall not be permitted to work in any of projects/works of the Employer.																
7.	GCC 18.3.3.25	Notwithstanding above, the Contractor shall also be responsible for payment of sum as indicated below additionally which shall be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26:	Notwithstanding above, the Contractor shall also be responsible for payment of sum as indicated below additionally which shall be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26:																
		<table border="1"> <tr> <td>a.</td> <td>Upon 1st Fatal Accident due to negligence by the Contractor</td> <td>Rs. 50,00,000/-</td> </tr> <tr> <td>b.</td> <td>Upon 2nd Fatal Accident due to negligence by the Contractor</td> <td>Rs. 75,00,000/-</td> </tr> <tr> <td>c.</td> <td>Upon 3rd Fatal</td> <td>Rs. 1,00,00,000/-</td> </tr> </table>	a.	Upon 1st Fatal Accident due to negligence by the Contractor	Rs. 50,00,000/-	b.	Upon 2nd Fatal Accident due to negligence by the Contractor	Rs. 75,00,000/-	c.	Upon 3rd Fatal	Rs. 1,00,00,000/-	<table border="1"> <tr> <td>a.</td> <td>Upon 1st Fatal Accident</td> <td>1% of the Contract price as awarded, limited to Rs. 50,00,000/-</td> </tr> <tr> <td>b.</td> <td>Upon 2nd Fatal Accident</td> <td>1.5% of the Contract price as awarded, limited to Rs. 75,00,000/-</td> </tr> </table>	a.	Upon 1st Fatal Accident	1% of the Contract price as awarded, limited to Rs. 50,00,000/-	b.	Upon 2nd Fatal Accident	1.5% of the Contract price as awarded, limited to Rs. 75,00,000/-	
a.	Upon 1st Fatal Accident due to negligence by the Contractor	Rs. 50,00,000/-																	
b.	Upon 2nd Fatal Accident due to negligence by the Contractor	Rs. 75,00,000/-																	
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a.	Upon 1st Fatal Accident	1% of the Contract price as awarded, limited to Rs. 50,00,000/-																	
b.	Upon 2nd Fatal Accident	1.5% of the Contract price as awarded, limited to Rs. 75,00,000/-																	

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		<table border="1"> <tr> <td data-bbox="343 73 470 324">Accident due to negligence by the Contractor</td> <td data-bbox="343 324 718 1008"></td> </tr> <tr> <td data-bbox="470 73 718 324">d. Re-occurrence of Fatal Accident even after 3rd Fatal Accident due to negligence by the Contractor</td> <td data-bbox="470 324 718 1008">Rs. 1,00,00,000/- per fatal accident</td> </tr> <tr> <td data-bbox="718 73 718 324">e. Tower Collapse leading to more than one (01) death attributable to the Contractor as per the Accident Enquiry Committee Report</td> <td data-bbox="718 324 718 1008">Rs. 1,00,00,000/- per fatal accident in addition to a, b, c or d above, as applicable</td> </tr> </table>	Accident due to negligence by the Contractor		d. Re-occurrence of Fatal Accident even after 3rd Fatal Accident due to negligence by the Contractor	Rs. 1,00,00,000/- per fatal accident	e. Tower Collapse leading to more than one (01) death attributable to the Contractor as per the Accident Enquiry Committee Report	Rs. 1,00,00,000/- per fatal accident in addition to a, b, c or d above, as applicable	<table border="1"> <tr> <td data-bbox="718 73 845 324">c. Upon 3rd Fatal Accident</td> <td data-bbox="718 324 845 1008">2% of the Contract price as awarded, limited to Rs. 1,00,00,000/-</td> </tr> <tr> <td data-bbox="845 73 1375 324">d. Re-occurrence of Fatal Accident even after 3rd Fatal Accident</td> <td data-bbox="845 324 1375 1008">2% of the Contract price as awarded, limited to Rs. 1,00,00,000/- per fatal accident</td> </tr> </table> <p data-bbox="718 1008 1375 1930">For the purpose of calculation of the aforesaid amounts, 'Contract price, as awarded', shall mean the total Contract Price for both Supply of Goods and Services for the works/facilities as per the originally awarded Contract/Notification/ Letter of Award (where contract has not been signed) exclusive of any taxes & duties additionally payable/reimbursable by POWERGRID or any change/adjustment due to Price Variation or subsequent amendments to the Contract or Notification/Letter of Award (where contract has</p>	c. Upon 3rd Fatal Accident	2% of the Contract price as awarded, limited to Rs. 1,00,00,000/-	d. Re-occurrence of Fatal Accident even after 3rd Fatal Accident	2% of the Contract price as awarded, limited to Rs. 1,00,00,000/- per fatal accident	
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			<p>not been signed).</p> <p>In case of a fatal accident in a contract awarded to Joint Venture of 2 or more firms, for the purpose of recoveries as per GCC Sub-Clause 18.3.3.24 and GCC Sub-Clause 18.3.3.25 above, the monies shall be recovered from the monies payable under the Contract to the JV in proportion to the price component of the scope of work of the respective partner. However, in case of shortfall in the recoveries of the due amount from any partner, the amount of such shortfall shall be recovered from the other partners(s) of JV.</p> <p>In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, for the purpose of recoveries as per GCC Sub-Clause 18.3.3.24 and GCC Sub-Clause 18.3.3.25 above, the monies shall be recovered from the monies payable to the Contractor and the Associate under their respective contract(s) in proportion to the Contract Price of respective portion of scope, as awarded. However, if such</p>	

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			<p>monies to be recovered under any of the Contracts (say Services Contract), cannot be recovered from the concerned contractor (say Associate), it shall be suitably recovered from the other contracts (say CIF and Ex-works Supply contract).</p> <p>GST, if any, applicable on recoveries as mentioned at GCC Sub-Clause 18.3.3, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.</p>	
8.	GCC 18.3.3.28	The Contractor shall also submit 'Safety Plan' as per proforma specified in Section - Sample Forms and Procedures of the Bidding Documents alongwith all the requisite documents mentioned therein and	The Contractor shall also submit 'Safety Plan' as per proforma specified in Section - Sample Forms and Procedures of the Bidding Documents alongwith all the requisite documents mentioned therein and as per check-list contained therein to	

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