

S. No.	Query raised	Reply
1	<p>Minimum Wages: The Minimum Wage rates applicable wef 01.04.2022, which have been considered in Monthly wage calculation sheet (Annexure - BB of ITB) for various categories, have been revised again vide Govt. of India , Ministry of Labour & Employment, Office of the Chief Labour Commissioner (C) Notification No 1/4(3)/2022-LS-II dated 29.07.2022 (Copy attached for ready reference). The revised rates per day are as under:</p> <p>(A) Unskilled: Rs. 695/- per day (B) Semi Skilled: Rs. 770/- per day (C) Skilled/ Clerical : Rs 846/ per day (D) Highly Skilled: Rs. 919/- per day</p> <p>You are, therefore, requested to clarify which rates of Minimum Wages are to be considered for preparing the Bid documents</p>	<p>Please refer to Service Level Agreement for facility management services on GEM Portal &</p>
2	<p>Payment of Gratuity: The Gratuity amount, which is payable on completion of Fixed Period of Employment as per Section 53(1) and 53(2) of "The Code of Social Security 2020" has not been accounted for the in Annexure - BB of the ITB. You are, therefore, requested to Clarify how the applicable gratuity to the employees will be paid on completion of 3 years contract period.</p>	<p>Additional Terms & condition (ATC) below attached.</p>
3	<p>Leave Entitlement : As per Section 14 of "The Punjab Shops and Commercial Establishment Act, 1958" every employee is entitled to avail 32 days leave with wages every year (i.e. 01 Earned leave for Every 20 day of service i.e 18 days + 07 CL +07 Sick Leave). But Leave amount has not been accounted for in Calculation Sheet. You are, therefore requested to clear how the leave amount be accounted for in the bid.</p>	
4	<p>LWF: The Labour welfare fund for a sum of Rs. 75/- per month i.e. Rs.50/- Employer Share and Rs. 25/- Employee Share, to be contributed for each employee in state of Haryana and same is to be deposited with Haryana Labour Welfare Board every year. But the same has not been accounted for in Annexure -BB of ITB. You are, therefore, requested clear how the labour Welfare fund amount to be accounted for in the bid.</p>	<p>Please refer to Service Level Agreement for facility management services on GEM Portal & Additional Terms & condition (ATC) below attached.</p>

5	Applicable EPF: The EPF, Employer share, has been calculated on Rs. 15000/- but if this limit for EPF increases during the contract period. You are requested to clarify that the increased amount will be reimbursed by M/s Power Grid Corporation of India or not	Moreover, the Overhead Charges @ 6.5% of Total Statutory wages is already incorporated in BOQ to mitigate miscellaneous expenses.
6	Bonus: The applicable Bonus amount @8.33% basic wages, limited to 21000/- has been calculated. But if this limited is increased by Competent Authority during the contract period. You are requested to clarify that the increased amount will be reimbursed by M/s Power Grid Corporation of India or not.	
7	<p>ESIC Amount: As per 'The Employees' State Insurance Corporation Act, 1958 the applicable monthly ESIC Contribution Amount @3.25% is to be contributed on payable wages amount every month. As per Clause - 6.0 of Annexure -A-III of ITB, the Applicable Bonus is to be paid monthly to the employees, which will attract the ESIC Contribution but the same has not been accounted for in the Calculation Sheet, Annexure - BB of the ITB. You are, therefore, requested how the ESIC amount applicable on the Bonus amount is to be accounted for in the bid.</p> <p>As the applicable amount has been limited to Rs. 21000/- per month. If this limit is increased by the Competent Authority during the contract period. You are requested to clarify that the increased amount will be reimbursed by M/s Power Grid Corporation of India or not.</p>	In place of monthly bonus, the bonus may be paid on quarterly basis.

Bid Specific Additional Terms and Conditions (ATC)

The following bid specific data shall amend and/or supplement the provisions in the GTC.

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
1.	GTC Clause 2(f)	<p>Supplementing GTC Clause 2(f) with the following:</p> <p>Buyer shall also mean POWERGRID/Employer/Owner.</p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
2.	GTC Clause 2.0	<p>Insert following after GTC 2.0(l)</p> <p>k. "Officer-in-Charge / Engineer-in-Charge/ Single Point of Contact (SPOC)" shall mean the Engineer/Officer/Administrative Officer, appointed by the Buyer or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this contract.</p>
3.	GTC clause 4.0, xiii(g)	<p>Supplementing GTC clause 4.0, xiii(g) with the following:</p> <p>(a) This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.</p> <p>(b) The bidder has to be a 'Class-I local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any.</p> <p>Presently, the local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.</p> <p>Firms who are not 'Class-I local supplier shall not be eligible to bid. Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p> <p>The 'Class-I local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content</p>

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC																		
		<p>requirement for 'Class -I local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order.</p> <p>(c) 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:</p> <table border="1" data-bbox="597 989 1468 1898"> <thead> <tr> <th data-bbox="597 989 667 1098">S. N.</th> <th data-bbox="667 989 1027 1098">Event</th> <th data-bbox="1027 989 1468 1098">Period for which bid(s) shall be considered as non-responsive/ not eligible</th> </tr> </thead> <tbody> <tr> <td data-bbox="597 1098 667 1207">1.</td> <td data-bbox="667 1098 1027 1207">Termination of Contract due to Contractor's default</td> <td data-bbox="1027 1098 1468 1207">1 year</td> </tr> <tr> <td data-bbox="597 1207 667 1283">2.</td> <td data-bbox="667 1207 1027 1283">Encashment of CPG due to non-performance</td> <td data-bbox="1027 1207 1468 1283">1 year</td> </tr> <tr> <td data-bbox="597 1283 667 1392">3.</td> <td data-bbox="667 1283 1027 1392">Repeated failure of major Equipment while in service</td> <td data-bbox="1027 1283 1468 1392">1 year</td> </tr> <tr> <td data-bbox="597 1392 667 1577">4.</td> <td data-bbox="667 1392 1027 1577">Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</td> <td data-bbox="1027 1392 1468 1577">1 year</td> </tr> <tr> <td data-bbox="597 1577 667 1898">5.</td> <td data-bbox="667 1577 1027 1898">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</td> <td data-bbox="1027 1577 1468 1898">1 year</td> </tr> </tbody> </table>	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	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
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4.	GTC clause 4.0, xiii(g)	<p>Supplementing GTC clause 4.0, xiii(g) with the following:</p> <p>1. Bidder shall have to fill and upload the following forms along with their bid:</p> <ul style="list-style-type: none"> (a) Information regarding Ex-Employees of POWERGRID in our organization (<i>Refer Form No. 1</i>) (b) Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order, to be submitted on a non-judicial stamp paper of Rs. 100/- (<i>Refer Form No. 2</i>) (c) Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII Order and MoP Order, if applicable (<i>Refer Form No. 3</i>) <ul style="list-style-type: none"> (a) Bid-Securing Declaration Refer Form No. 5) (b) Declaration regarding Social Accountability on Company letter Head Refer Form No. 4) (c) Buyer Specific Integrity Pact as per format available at Buyer Added Bid Specific Additional Terms and Conditions 			

Sl. No.	GTC Clause Ref. No.	Amendment/Supplement to GTC
		<p>(d) Bidders are required to meet the Qualification Requirements in accordance with Buyer Added Bid Specific Scope Of Work(SOW) attached in bid and also has to furnish the details in support of Qualification Requirements (QR). Further, bidders are also required to submit documentary evidence in support of QR.</p> <p>2. During proposal evaluation, the Employer may, at its discretion, ask the Bidders for a clarification of its proposal. In case of erroneous/non-submission of documents related to/identified as above submitted by the Bidders as per the provisions of the bidding Documents, the Employer may give the bidders not more than 03 working days' notice to rectify/furnish such documents, failing which the bid/proposal is liable to be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the proposal shall be sought, offered or permitted. Further, Successful bidder shall have to submit the original documents pertaining to forms mentioned at (b), (c). POWERGRID specific Integrity pact (<i>format attached at Buyer Added Bid Specific Additional Terms and Conditions</i>) shall have to be complied by all bidders, which shall be applicable for bidding as well as contract execution. Two (2) Nos. of originals Integrity Pact, duly signed on each page, on a non judicial stamp paper of Rs. 100/- shall have to submit before award of the contract. Bidders shall have to upload scanned copy of the same along with the bid. Bidder's failure to submit the Integrity Pact duly signed in Original lead to outright rejection of the Bid at the buyers at address mentioned below before award of contract.</p> <p>Address of the Employer/Buyer: Kind Attn.: Dy.Mgr. (MM)/Sr.DGM (MM) Power Grid Corporation of India Limited 'Saudamini', 3rd Floor, Plot No.-2, Sector-29 Gurgaon (Haryana) - 122001. Tel.- 0124-282 2338/2368</p>
5.	GTC clause 4.0, xiii(i)(b)	<p>Supplementing GTC clause 4.0, xiii(i)(b) with the following:</p> <p>In case, it is found that final evaluated bid price of two or more bidders works out to be same i.e. if more than one L1 bidder (multiple) emerges, the following methodology shall be considered for Tie-breaker:</p> <p>(a) For this purpose, the contract(s) administered by CC shall be considered.</p>

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		<p>(b) Bidders shall be ranked based on Average Annual Turnover for best 3 years out of last 5 years (as worked out in the manner specified in the QR of the bidder) for the purpose of tie-breaker solution. Therefore, bidder with highest Turnover shall be termed as Rank-1 bidder, subsequent bidder shall be termed as Rank-2 bidder and so on so forth. Award shall be considered according to this ranking with Rank-1 bidder followed by Rank-2 bidder and so on so forth.</p> <p>(c) No firm shall be awarded contracts more than 25% of the establishments in CC as on the originally scheduled date of bid opening. This ceiling shall be category wise. Therefore, suppose 20 nos. establishments are there in CC, then a bidder may be considered for 5 nos. of contracts in House Keeping as well as 5 nos. in Transit camps contracts, in case he participates and considered eligible for award under both the categories. Figure shall be rounded off to the nearest integer for this purpose. For example, 4.4 shall be taken as 4 and 4.6 shall count as 5.</p> <p>(d) The criteria of 25% ceiling shall be for the purpose of tie-breaker only. In case there is no tie, this restriction shall not be applicable and award shall be subject to meeting the eligibility and other specified requirements of the bidding documents.</p> <p>(e) The criteria of 25% ceiling shall be based on contracts awarded as on the originally scheduled date of bid opening. As such, any ongoing contract under original schedule shall be counted under the aforesaid ceiling. However, contracts whose original schedule has expired and which are on extension due to administrative exigencies shall not be counted for this purpose. Further, a bidder who has emerged successful in another tender under finalization, but award has not been placed as on the originally scheduled date of bid opening, shall not be considered under the count of 25%.</p>
6.	GTC clause 4.0, xiii(o)	Supplementing GTC clause 4.0, xiii(o) with the following:

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7.	GTC clause 6.0 (ii)	<p>Supplementing GTC clause 6.0(ii) with the following:</p> <p>(a) Bidders are requested to quote the price in GeM portal itself. The bid price shall include all the costs for the entire scope of work as per the Bidding Documents. Bids based on a system of pricing other than that specified shall be rejected.</p> <p>The Bid Prices quoted by the bidders covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents to successfully execute the intended services, on a "Single Responsibility" basis. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.</p> <p>Bidders shall not upload the price details in technical part otherwise, technical bid will be rejected.</p> <p>(b) Estimated cost including Overhead charges (@6.5% of minimum wages) (except Contractor's profit and applicable GST) has been indicated in the price schedules. The Overhead Charges caters to the expenses to be incurred by the Contractor towards procuring labour license, compliance of PF & ESI, operational cost of contract including bank charges towards CPG, cost of manpower replacement as and when required, interest on the amount deducted from the running bills towards TDS, Security Deposit etc. and Cost of coordination / management of the labour engaged in the Contract etc. The value of Overhead Charges shall be fixed, irrespective of any change in minimum wage, during entire period of Contract.</p> <p>(c) Bidders are required to quote profit (including GST) over and above the estimated cost/ base price as specified at (b) above and the value of same shall be fixed, irrespective of any change in minimum wage, for entire duration of Contract.</p> <p>(d) In addition to the above, a lumpsum amount of Rs. 3,500/- (Excl. GST) per head per annum shall be paid to the Contractor towards Uniform/ liveries as per SCC Clause. No.-8.0 Uniform/Liveries.</p>
8.	GTC Clause 7(ii)	<p>Supplementing the referred provision of GTC with the following:</p> <p>The amount of Performance Security/CPG shall be 3% of the Contract Price.</p> <p>Alternatively, in place of submission of Contract Performance Guarantee, Service Provider may opt for pro-rata deduction at the rate</p>

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		of 3% from the Running Bill of the contractor as Security Deposit. In this case, the earnest money, if any, submitted by the Service Provider along with the bid/ tender shall be treated as Initial Security Deposit. The deductions shall be continued till the total amount towards Security Deposit reaches 03% of the contract value .
9.	GTC Clause 14.0	<p>Supplementing the referred provision of GTC with the following:</p> <p><u>DURATION OF CONTRACT</u></p> <p>(a) The duration of the Contract shall be for a fixed period of 3 (Three) years from the effective date of the contract, as per (b) below. However, in exceptional circumstances, the same may be extended for maximum period of 1 (One) year on existing rates, terms and conditions.</p> <p>(b) The Buyer after issuance of Contract, shall allow a mobilization period of 15 days under the Contract. During the mobilization period, all the major issues regarding deployment of manpower, availability of statutory licenses, insurance etc. shall be tied up with the Service Provider. The Service Provider shall obtain / apply (<i>if not available</i>) for all requisite insurance policies, licenses / clearances from appropriate authorities such as Labour Authorities, Provident Fund Commissioner etc. A copy of all such documents will be provided to the Buyer before commencement of the work. After completion of the mobilization period, work shall be started immediately at site/establishment / office(s), as applicable. However, if the Service Provider has all the requisite documents, mobilization period may be reduced to a mutually agreed time. The Service Provider shall not be allowed to work without having valid labour license, Workman Compensation Insurance Policy, provident fund code no. and ESI code nos., as applicable.</p>
10.	GTC clause 16	<p>Supplementing GTC clause 16.0 with the following:</p> <p>Arbitration</p> <p>In the event of any question, dispute or difference arising out of or in connection with this work, whether during the progress of the work after its completion, abandonment or breach of contract, the same shall be referred for arbitration. The arbitration shall be conducted by a sole arbitrator. 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. If the parties fail- to appoint sole arbitrator within</p>

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		<p>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. 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. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself. The decision of the sole arbitrator shall be final and binding upon the parties. In the event of any of the sole arbitrator dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator in place of the outgoing arbitrator.</p> <p>During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.</p>

----- End of ATC ---

Please refer at attached Buyer Added Bid Specific Scope Of Work(SOW)

Bidding Forms

1. Information regarding Ex-Employees of POWERGRID in our organization

.....(name of the Package).....

Bidder's Name and Address :

To:

Name :

.....(address of Buyer).....

Address :

.....
.....

Dear Sir,

We declare that we are aware of and have gone through the "Code of Business Conduct and Ethics for Senior Management Personnel" and "Code of Business Conduct and Ethics for Board Members" of POWERGRID [hereinafter referred to as the "Code of Conduct" (available on POWERGRID's website <https://www.powergrid.in>)]. We further understand that as per the "Code of Conduct", Senior Management Personnel including Board Members, who have retired/resigned from POWERGRID, shall not accept any appointment or post, as detailed in the referred "Code of Conduct", within 1 year from the date of cessation of service/directorship unless approved by the Competent Authority.

Accordingly, we hereby furnish the details of ex-employees of POWERGRID who had retired/resigned at the level of Chief General Manager and above from POWERGRID and subsequently have been employed by us:

S N	Name & designation of the person in POWERGRID	Date of Retirement/ resignation from POWERGRID	Date of joining and designation in our organization*

*In case the date of joining in the bidder's organization of such ex-employee is within 1 year from the date of retirement/resignation from POWERGRID, No Objection Certificate/approval from the Competent Authority must be furnished along with the bid or subsequent through clarification.

In case of non-submission of No Objection Certificate/approval of the Competent Authority, as required, We understand that POWERGRID shall deal with such cases as per its Policy and procedures in vogue, which may also result in rejection of our bid. We also confirm that POWERGRID shall be the sole judge in this regard.

We further declare that any misrepresentation or submission of false/forged documents/information in this regard shall be dealt with as per the provisions of the Integrity Pact and/or the Bidding Documents and/or POWERGRID's policy and procedures.

Date:

Printed Name & Designation:

Place:

Common Seal:

2. Affidavit of Self certification regarding Minimum Local Content

.....(*name of the Package*).....

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

Date:

I _____ S/o, _____ D/o, _____ W/o, _____ Resident of _____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **16/09/2020** (hereinafter **PPP-MII order**),

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (hereinafter MoP order)

and any subsequent modifications/ Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for(*insert name of the package*).....

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content 'as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for(*insert name of the package*)..... is percent (%).

That the goods/services/works supplied by me for(*insert name of the package*)..... meet the 'Local Content' requirement as defined in the PPP-MII order and MoP order for 'Class -I local supplier.

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at (*Enter the details of the location(s) at which value addition is made*).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/POWERGRID/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for **'Class -I local supplier'**.
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

3. Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP order, if applicable [to be submitted on the letter head of the issuer.]

Dear Sir,

We have read and understood the provisions of “Public Procurement (Preference to Make in India) Order, 2017” dated 15/06/2017, its revision dated 16/09/2020 [hereinafter, “PPP-MII Order”] issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India,

‘Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)’ order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power [hereinafter, “MoP order”] and any subsequent modifications/Amendments, if any.

In line with the provisions of the PPP-MII Order and MoP Order, M/s.[Enter the name of the Bidder]..... [hereinafter, “Class-I Local Supplier”] have submitted an Affidavit of self-certification to M/s. Power Grid Corporation of India Limited [hereinafter, POWERGRID] regarding Local Content in Goods/Services/Works to be supplied by the “Class-I Local Supplier” for(name of the package)....., wherein they have agreed to abide by the terms and conditions of the PPP-MII Order and MoP Order.

Further, in line with the PPP-MII Order, the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the “Class-I Local Supplier” for(name of the package).....

Accordingly, we, the Statutory Auditor(s) / Cost auditor of the “Class-I Local Supplier” a practicing cost accountant or practicing chartered accountant [choose as applicable], certify that the Local Content as defined under the PPP-MII and MoP Order, in the Goods/Service/Works to be supplied by the “Class-I Local Supplier” for(insert name of the package)..... is percentage [specify the percentage of Local content].

For and on behalf of,

Date:

<<Statutory Auditor’s/ Cost auditor’s/ Cost accountant’s/ Chartered accountant’s attestation>>
Firm Reg No. Membership No.

Note: This is a guiding format. In case the bidder submits the certificate in a format different from the above, the same may be considered provided it meets the intent and purpose, as may be ascertained by POWERGRID.

4. Declaration regarding Social Accountability on Company letter Head

.....(*name of the Package*).....

Bidder's Name and Address :

To:

Name :

.....(*address of Buyer*).....

Address :

.....

.....

Dear Sir,

The Service Provider shall comply to all the requirements of Social Accountability Standards i.e. SA 8000 (latest standard available at www.sa-intl.org) and maintain the necessary records.

Date:

Printed Name & Designation:

Place:

Common Seal:

5. Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Specification number: CC/NT/HKW/DOM/A17/22/00464

To: *[insert Name and Address of Employer]*

We, *[insert name of the Bidder]* understand that, according to bid conditions, Bids must be supported by a Bid-Securing Declaration.

We the Bidder hereby declare that, if we are in breach of any of our obligation(s) under the bidding conditions as brought out below, our bids for any package whose originally scheduled date of bid opening/actual date of bid opening (First Envelope or Second Envelope) falls within 1 year reckoned from the date of issuance of communication to this effect by the Employer, shall be considered non-responsive:

- (1) If we withdraw our bid during the period of bid validity specified by us in the Bid Form; or
- (2) In case we do not withdraw the deviations proposed by us, if any, at the cost of withdrawal stated by us in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by us in Attachment – Declaration of the Bid; or
- (3) If we do not accept the corrections to arithmetical errors identified during preliminary evaluation of our bid pursuant to bidding documents; or
- (4) In the event of us being a successful Bidder, if we fail within the specified time limit
 - (i) To furnish the required performance security, in accordance with bidding documents.

or

- (5) In any other case specifically provided for in bidding document.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

The following bid specific data shall amend and/or supplement the provisions in the SLA.

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
1.	SLA (3-PARTIES TO THE AGREEMENT)	<p>Replacing the referred section of SLA with the following:</p> <p>The Contract (<i>may be referred as Agreement</i>) to be entered into with the successful Bidder shall be a single contract covering all the Services related to subject package (<i>Supply of Services Contract</i>).</p> <p>The main stakeholders associated with this agreement are: (a) Buyer: who is responsible to provide clear instructions, approvals and timely payment for the services availed; and (b) Service Provider: who is responsible to provide all the required services in timely manner. Service Provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement.</p> <p>The scope of services, responsibilities and obligations of the stakeholders have been outlined in this document.</p>
2.	SLA (4-SCOPE OF SERVICES)	<p>Supplementing the referred section of SLA with the following:</p> <p><u>DURATION OF CONTRACT</u></p> <p>(c) The duration of the Contract shall be for a fixed period of 3 (Three) years from the effective date of the contract, as per (b) below. However, in exceptional circumstances, the same may be extended for maximum period of 1 (One) year on existing rates, terms and conditions.</p> <p>(d) The Buyer after issuance of Contract, shall allow a mobilization period of 15 days under the Contract. During the mobilization period, all the major issues regarding deployment of manpower, availability of statutory licenses, insurance etc. shall be tied up with the Service Provider. The Service Provider shall obtain / apply (<i>if not available</i>) for all requisite insurance policies, licenses / clearances from appropriate authorities such as Labour Authorities, Provident Fund Commissioner etc. A copy of all such documents will be provided to the Buyer before commencement of the work. After completion of the mobilization period, work shall be started immediately at site/establishment / office(s), as applicable. However, if the Service Provider has all the requisite documents, mobilization period may be reduced to a mutually agreed time. The Service Provider shall not be allowed to work without having valid labour license, Workman Compensation</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		Insurance Policy, provident fund code no. and ESI code nos., as applicable.
3.	SLA (4.1- Service Details And Standards)	<p>The following terms and conditions stand deleted from referred section of SLA:</p> <ul style="list-style-type: none"> • In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the billed amount if no replacement is provided. • Any violation of contractual obligations by the Service Provider/ manpower shall attract penalties, before imposing a penalty, the Buyer will provide 3 days prior notice to the Service Provider to make its representation. The Service Provider confirms and agrees that penalty whenever becomes payable, shall be deducted by the Buyer from the payments due to the Service Provider.
4.	SLA (4.1- Service Details And Standards)	<p>Supplementing the referred section of SLA with the following:</p> <p>1.0 COMPLIANCE WITH LABOUR REGULATIONS</p> <ul style="list-style-type: none"> • The Service Provider 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. POWERGRID shall bear no liability whatsoever towards any violation by the contractor in this regard. • Salient features/Instructions regarding compliance of some major laws by the Service Provider are given at Annexure-A. However, the Service Provider is bound to comply with all the provisions of applicable labour laws even though not expressly mentioned in referred Annexure-A. <p>2.0 SAFETY PRECAUTIONS</p> <p>a) The Service Provider shall observe all applicable regulations regarding safety on the Buyer’s premises.</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		<p>b) The Service Provider shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Buyer or to others, working at the Buyer’s premises.</p> <p>c) The Service Provider shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Buyer or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by Buyer to handle such fuses, wiring or electrical equipment.</p> <p>d) No electric cable in use by the Buyer 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>e) It is mandatory for the Service Provider to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:</p> <p>Safety Rules</p> <p>(i) Each employee shall be provided with initial indoctrination regarding safety by the Service Provider, so as to enable him to conduct his work in a safe manner.</p> <p>(ii) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.</p> <p>(iii) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.</p> <p>(iv) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas.</p> <p>(v) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.</p> <p>(vi) The employees when working around moving machinery, must not be permitted to wear loose garments.</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		<p>(vii) Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.</p> <p>(viii) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.</p> <p>f) The Officer-in-Charge 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 Service Provider shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly.</p>
5.	SLA (4.1- Service Details And Standards)	<p>Replacing the referred section of SLA with the following:</p> <ol style="list-style-type: none"> 1. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer’s premise/ designated premise. 2. The daily normal working hours would be stipulated by Buyer and may vary as per the Buyer’s directions, subject to staggering of duty hours as per actual requirements. Buyer shall notify Service Provider of any change in schedule of manpower shift. 3. The manpower deployed shall be punctual and reach Buyer’s premise/ designated premise on the time defined by Buyer, prior information shall be given to Buyer for any delay/ absence. 4. The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the Service Provider and additional manpower shall be withdrawn at the given time. If the requirement is increased, the Service Provider shall provide additional manpower on the same terms and conditions in reasonable time as mutually agreed upon between Buyer and Service Provider.
6.	SLA (4.2- Service Assumptions)	<p>Supplementing the referred section of SLA with the following:</p> <p>The Service Provider and its employees shall not at any time do, cause or permit any nuisance in area of work in Buyer’s offices and / or</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		actual work site or do nothing which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally. If any employee of the Service Provider is, found creating any nuisance then necessary action as deemed fit shall be taken by the Service Provider, immediately on receipt of such information from the Engineer- in - charge of the Buyer or his authorized representatives.
7.	SLA (5-SERVICE PROVIDER'S OBLIGATION)	<p>Supplementing the referred section of SLA with the following:</p> <p><u>INSURANCE</u></p> <p>(a) It shall be the responsibility of the Service Provider to take all necessary insurance(s) and to lodge and settle the claim with the underwriters. POWERGRID shall not bear any liability on this account.</p> <p>The Service Provider shall also be responsible for safety of all personnel deployed by them from time to time and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of workers during the execution of contract. POWERGRID shall bear no liability whatsoever towards any violations by the Service Provider in this regard.</p> <p>(b) The Service Provider shall be required to obtain ESI code from the concerned authority, immediately after the award of contract, wherever ESI is applicable and submit the documentary proof of the same to POWERGRID. The Service Provider shall ensure that the personnel/workmen deployed are issued ESI cards by the prescribed authorities.</p> <p>(c) In case, the area is not notified under ESI, or the Service Provider is not eligible to get ESI registration due to the number of personnel deployed being below the stipulated minimum, or ESI becomes inapplicable for personnel(s) due to wage ceiling, then, in lieu of ESI, the Service Provider shall obtain Employee Compensation Insurance Policy as per the Employee's Compensation Act 1923 and an additional Insurance Policy (like Mediclaim) for all the personnel deployed by them for this contract, which shall be renewed by the Service Provider, as and when required, till the expiry of the contract. The premium paid by the Service Provider for such policies shall be reimbursed by POWERGRID. However, such reimbursement shall be limited to total ESI subscription (<i>which would have been reimbursed to the Service Provider in case ESI was applicable</i>).</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		<p>The Service Provider shall also obtain from his underwriter of such insurance waiver of subrogation in favour of the Buyer and produce proof of such insurance within a reasonable time from the date of award of Contract.</p>
8.	SLA (5-SERVICE PROVIDER'S OBLIGATION)	<p>Supplementing the referred section of SLA with the following:</p> <p>(a) The Service Provider shall indemnify the POWERGRID against any payment to be made under and for observance of the various applicable laws & rules. If POWERGRID is held liable as “Employer” or “Principal Employer” to pay compensation/ contribution etc. under any Act or Court decision in respect of the employees of the Service Provider, then the Service Provider shall reimburse the amounts of such compensation / contribution so paid by POWERGRID.</p> <p>(b) Social Accountability 8000 compliance: (Refer Form No-5 above)</p> <p>The Service Provider shall comply to all the requirements of Social Accountability Standards i.e. SA 8000 (latest standard available at www.sa-intl.org) and maintain the necessary records.</p>
9.	SLA (6-BUYER'S OBLIGATION S)	<p>The following terms and conditions stand deleted from referred section of SLA:</p> <p>1. TA/ DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.</p>
10.	SLA (6-BUYER'S OBLIGATION S)	<p>Supplementing the referred section of SLA with the SCC Clause. No.- 8.0 Uniform/Liveries.</p>
11.	SLA (7.1-Logbook)	<p>Replacing the referred sub-section of SLA with the following:</p> <p>Log Book:</p> <p>The Service Provider shall maintain a Logbook of the service provided / manpower deployed and share the same with the Buyer (<i>for which a process shall be mutually agreed between Service Provider and Buyer</i>). The Buyer shall either accept or reject the entries. The Buyer shall also record the any service non delivery or non-performance issues and the same shall be used for deciding the Liquidated Damages for absentees</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		<p>& failure of performance, as per section 8.0 below.</p> <p>The Service Provider can raise an issue against the rejection of its any entry or entry made by the Buyer with the designated representative of the Buyer.</p>
12.	SLA (7.2- Service Performance And Feedback)	<p>Supplementing the referred sub-section of SLA with the following:</p> <p><u>INSPECTION AND APPROVAL</u></p> <p>(a) The Engineer-in-charge or his representative shall have full powers at any time to inspect and examine any part of the works and the Service Provider shall give such facilities as may be required for such inspection and examination.</p> <p>(b) The Engineer-in-charge may from time to time in writing delegate to the representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Service Provider a copy of all such written delegation of powers and authorities.</p>
13.	SLA (8.0- PENALTIES AND FINE)	<p>Replacing the referred section of SLA with the following:</p> <p><u>LIQUIDATED DAMAGES FOR ABSENTEES & FAILURE OF PERFORMANCE</u></p> <p>(i) For Absentees of Manpower: The Service Provider shall provide manpower services as per the Contract and as per the instruction of Officer-in-Charge. The Service Provider shall adhere to the timeline given by the Buyer for providing the required manpower.</p> <p>In an event of deployed manpower availing leave, and if required by Buyer, suitable substitute(s) shall be provided by the Service Provider as per mutual understanding with the Buyer and without any additional liability to the Buyer. However, if the Service Provider fails to provide substitute, an amount of Rs. 200/- per person per day of absent, towards liquidated damages but not as a penalty, shall be recovered from bills of the Service Provider, in addition to non-payment of salaries for the days of absence.</p> <p>In case of absence of deployed personnel without prior information to the Buyer, in addition to non-payment of salaries for the days of absence, an additional amount of one day salary for each day of absence (<i>Proportionate for the month</i>) in respect of each and every absentee shall be deducted towards liquidated damages but not as a</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		<p>penalty from the bills of the Service Provider. However, if absent with prior permission, no such charges shall be deducted.</p> <p>(ii) For Housekeeping Works:</p> <p>(a) If the Bidder fails to maintain the areas to the quality and degree as specified in the BOQ and scope of works then an amount equal to 1.5 times of the weekly housekeeping charges for the respective area on pro-rata basis shall be recovered towards liquidated damages but not as a penalty from the bills of the bidder.</p> <p>(b) If the bidder fails to perform any of the scheduled major weekly, fortnightly, monthly and three-monthly housekeeping activities like, Pest Control, Façade Cleaning, Suction cleaning of Roads etc. then POWERGRID will get the work done at the Risk and Cost of the bidder.</p> <p>The total amount of liquidated damages in this regard shall be subject to maximum of 10% (<i>ten per cent</i>) of the contract price.</p>
14.	SLA (9- Payment Terms)	<p>Supplementing the referred sub-section of SLA with the following:</p> <p>(a) The payment to the Service Provider shall be made on monthly basis for the actual operations performed as per contract/ instructions of Officer-in-Charge or his authorized representative. No advance payment shall be given under any circumstances whatsoever.</p> <p>(b) Any payment under this contract shall be released after following activities are completed by the Service Provider:</p> <ul style="list-style-type: none"> (i) Acknowledgement of Award of Contract on GeM portal. (ii) submission of Performance Security/CPG or furnishing the declaration for opting deduction from the Running Bill of the Service Provider as Performance Security (iii) Submission of copy of PF, ESI (<i>if applicable</i>), GST registration, Labour License and any other registration as may be applicable as per statutory requirements for execution of the Contract. (iv) Submission of copy of Employees Compensation Insurance policies, if applicable. <p>(c) Payment /monthly bill shall be released against submission of the</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		<p>following:</p> <ul style="list-style-type: none"> (i) GST invoice(s) (<i>original with copies in triplicate</i>); (ii) Details of attendance sheet /Logbook maintained by the Service Provider during previous month; (iii) Proof of reimbursement of monthly wages in the respective bank account of deployed manpower i.e. Payment Statement; (iv) Challan/ receipt for deposit of PF, ESI (<i>if applicable</i>) and GST with concerned authorities and certificate towards compliance of other statutory provisions for the previous months as per Annexure-B. <p>However, with the bill for the first month, certificates mentioned at (iii) & (iv) above shall not be applicable.</p> <ul style="list-style-type: none"> (d) The Service Provider shall submit the bills alongwith all the documents as per (c) above once in a month to the Officer-in-Charge within the first week (<i>i.e upto 7th day</i>) of each month for the preceding month for release of payment. The payment shall be made to the Service Provider by Paying Authority (<i>as per Contract</i>) based on the verification and certification of bills by Officer-in-Charge. (e) POWERGRID shall release due amount through Electronic payment mechanism (E-Payment) in favour of Service Provider within 21 days of receipt of complete bills. Service Provider shall release wages/Salary to its personnel deployed at POWERGRID through crossed account payee cheque/ ECS on or before 7th of the every month irrespective of the payment received from POWERGRID. In case 7th day being a holiday, wages should be paid on the preceding working day of the month. (f) Service Provider has to deduct and submit PF compulsorily for all the employees deployed by them irrespective of statutory requirements (i.e. even if total No. of employees deployed by him are less than 20). <p>Service Provider shall obtain PF/ESI code for itself and all of their employees for deposit of the contributions. Service Provider must ensure that all their employees are made available PF statement and ESI card wherever applicable, falling which payment due to</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		<p>them shall be withheld.</p> <p>POWERGRID may verify from EPF/ESI authorities, the details/ status of payment made by the Service Provider, before making payment of the last bill of the Service Provider. In case, the information furnished by the Service Provider is found to be incorrect, POWERGRID shall take appropriate action against the Service Provider.</p> <p>(g) The premium paid by the Service Provider towards Employees Compensation Insurance policies, in lieu of ESI, shall be reimbursed separately to the Service Provider on submission of the policies and proof of payment of such premium. However, such reimbursement shall be limited to total ESI subscription (<i>which would have been reimbursed to the Service Provider in case ESI was applicable</i>).</p> <p>(h) The Service Provider should ensure that no other charges except statutory charges should be deducted from individual concerned. It shall further comply with all tax regulations as prevailing from time to time.</p> <p>(i) In case POWERGRID receives any complaint regarding non-payment of wages to personnel deployed, the amount so payable to these personnel shall be recovered from Service Provider's bill/ other dues and paid to such personnel directly by POWERGRID.</p> <p>(j) The payment shall be regulated as per accepted rates only. Service Provider shall not be entitled to any extra payment/ compensation or remuneration relating to work done during unfavorable weather or relating to any special arrangements made to complete the work as per the schedule of items.</p> <p>(k) GST shall be paid by POWERGRID upon submission of invoice as per GST act on monthly basis.</p> <p>All GST payment shall be against GST invoices/debit notes raised by the Service Provider as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Service Provider fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Payment towards taxes & duties shall be released by the Employer directly to the Service</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		Provider.
15.	SLA (9.2- Payment Cycle)	<p>Supplementing the referred sub-section of SLA with the following:</p> <p>Payment Tracking - 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:</p> <ul style="list-style-type: none"> 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.
16.	SLA (9.3- Payment Process)	<p>Supplementing the referred sub-section of SLA with the following:</p> <p>Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the Service Provider. POWERGRID shall affect TDS as per the rules / statutory requirements and issue TDS certificate.</p>
17.	SLA (11- TERMINATI ON OF	<p>Replacing the referred section of SLA with the following:</p> <p><u>TERMINATION OF CONTRACT</u></p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
	CONTRACT)	<p>The Contract shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:</p> <p>(a) Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.</p> <p>(b) Termination for Buyer’s Convenience: If at any time after acceptance of the tender, the Buyer shall decide to abandon or reduce or increase the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out the Engineer-in-Charge shall give 01 (One) month notice in writing to that effect to the Service Provider and the Service Provider shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of works in full but which did not derive in consequence of the fore-closure of the whole or part of the works.</p> <p>The Service Provider shall, however, be paid at Contract rates full amount for works executed. The Service Provider for the same shall, as required by the Engineer-in-Charge furnish to him books of account, wage books. Muster roll, PF return and other relevant documents as may be necessary to enable him to certify the amount payable under the contract.</p> <p>(c) If the Service Provider is an individual or a proprietor concern and the individual or the proprietor dies and if the Service Provider is a partnership concern and one of the partners dies then unless the Engineer-in-charge is satisfied that the legal representative of the individual Service Provider or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Engineer-in-charge shall be entitled to terminate the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider’s firm on account of the termination of the Contract. The</p>

Sl. No.	SLA Clause Ref. No.	Amendment/Supplement to SLA
		<p>decision of the Engineer-in-charge that the legal representative of the deceased Service Provider or the surviving partners of the deceased Service Provider or the surviving partners of the Service Provider's cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such termination the Corporation shall not hold the estate of the deceased Service Provider and/or the surviving partners of the Service Provider's firm liable for damages for not completing the Contract.</p>

Annexure-A

COMPLIANCE WITH LABOUR REGULATIONS

Salient features/Instructions regarding compliance of some major laws by the Contractor are given as under. Notwithstanding the same, the Contractor is bound to comply with all the provisions of applicable labour laws even though not expressly mentioned herein.

- a) **Employees Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- i) The Contractor shall be liable to deposit the compensation as prescribed under this Act with the Commissioner of Employees Compensation within one month from the date of accident, in case of fatal injury.
 - ii) The contractor shall be liable to disburse the compensation as prescribed under this Act within the stipulated time frame, in case of non-fatal injury.
 - iii) The Contractor shall bear all the expenses incurred in connection with the medical treatment of the workers.
 - iv) The Contractor shall make a payment of ₹15,000/- towards funeral expenses and bear the expenditure towards sending the dead body to the home town of the deceased or the actual place of cremation.
 - v) The Contractor shall take an Insurance policy covering for risks under this Act at the time of commencement of contract and submit proof of the same to the Engineer-in-charge of POWERGRID, failing which, the Contractor shall not be allowed to commence the work.
- b) **Employees Provident Fund and Miscellaneous Provisions Act 1952:**
- i) The contractor shall be required to obtain a PF code from the concerned PF authority immediately after award of the contract and submit documentary proof to the effect to POWERGRID.
 - ii) The contractor shall ensure opening an individual Provident Fund account for the worker engaged and submit documentary proof to the effect to POWERGRID.
 - iii) The contractor shall remit monthly provident fund contribution of employees and employers within 15 days from the date of disbursement of wages.
 - iv) The contractor shall submit a copy of Form 3A submitted by him to PF Authority, to POWERGRID.

- v) The contractor shall submit a copy of Form 12A submitted by him to the PF Authority on monthly basis (details of PF deposited/deducted in respect of employees and employers to the Engineer-in-charge of POWERGRID.
- vi) The Contactor shall submit a copy of Form 6A submitted by him to the PF Authority on an Annual basis/ on expiry of contract, to POWERGRID.

c) Contract Labour (Regulation & Abolition) Act 1970:

- i) The Contractor shall obtain labour license under the provisions of the Act.
- ii) The Contractor shall display Notice in English & Hindi of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid wages.
- ii) The Contractor shall submit the Return regarding commencement and completion of contract in Form VIA.
- iv) The Contractor shall maintain Register of workmen employed by him in POWERGRID in Form XIII.
- vi) The Contractor shall issue an Employment Card to the workers engaged by him in POWERGRID in Form XIV, within 3 days of employment of the worker.
- vi) The Contractor shall issue Service Certificate in Form XV to the workmen whose services have been terminated by him.
- vii) The Contractor shall maintain Muster Roll in respect of the workers engaged by him in POWERGRID in Form XVI.
- viii) The Contractor shall maintain Wage Register in respect of the workers engaged by him in POWERGRID in Form XVII.
- ix) The Contractor shall maintain Register of Wage-cum-Muster Roll in respect of workers engaged by him in POWERGRID in Form XVIII.
- x) The Contractor shall issue Wage slip to all the workers engaged by him in POWERGRID.
- xi) The Contractor shall maintain Register of Deductions (Form XX), Register of Fines (Form XXI), Register of Advances (Form XXII), Register of Overtime (Form XXIII) in respect of the workers engaged by him in POWERGRID.
- xii) The Contractor shall send Half yearly return in Form XXIV in duplicate to the Licensing Officer concerned within prescribed time limit.
- xiii) The Contractor shall issue Photo Identity Card to the workers engaged by him in POWERGRID under his seal and signature.

d) Minimum Wages Act 1948:

- i)* The workers engaged by the Contractor for carrying out the operations as mentioned in the BOQ shall be paid Minimum wages as notified by the Appropriate Authority from time to time.
 - ii)* The workers engaged by the Contractor shall be paid wages for 8 hours of normal work per day. In case any worker is required to work beyond 48 hours in a week or more than 9 hours in a day, he shall be paid Overtime at the prescribed premium rates by the Contractor.
 - iii)* The workers engaged by the Contractor shall be provided a day of rest in every period of seven days with remuneration.
 - iv)* The workers engaged by the Contractor shall be issued Wage Slip.
 - v)* The Contractor shall display Notice containing minimum rates of wages, name and address of the inspector in English and Hindi.
 - vi)* The Contractor shall send annually a Return in Form III to the concerned authority.
- e)* **Payment of Wages Act 1936:**
 - i)* The Contractor shall pay wages to the workers engaged by him by 7th day of the following month.
 - ii)* The Wages shall be paid to the workers either by online ECS transfer or direct transfer to their bank account in the presence of Engineer-in-charge or his authorised representative without deduction of any kind except those that are authorised under this Act.
- f)* **Equal Remuneration Act 1976:**

The Contractor shall not pay to any worker engaged by him, remuneration at rates less favourable than those at which remuneration is paid by the Contractor to the workers of the opposite sex for performing any job at POWERGRID premises.
- g)* **Child Labour (Regulation and Abolition) Act 1986:**

The Contractor shall not be allowed to engage child labour as defined under the law in the premises of POWERGRID for carrying out any work under the contract.
- h)* **Employees State Insurance Act 1948:**
 - i)* The Contractor shall be required to obtain ESI code from the concerned authority, immediately after the award of contract, wherever ESI is applicable and submit the documentary proof of the same to POWERGRID.
 - iii)* The Contractor shall ensure opening of individual ESI account of the employees, wherever ESI is applicable and submit the documentary proof of the same to POWERGRID.

- iii) The Contractor shall ensure that the employees are issued ESI cards by the prescribed authorities.
 - iv) The Contractor shall remit ESI contribution of employees together with employers within 21 days of the last day of the calendar month in which the contribution falls due and submit proof of such remittance along with monthly bills to POWERGRID.
 - iv) The Contractor shall send a return of contribution in Form 5 before 12th May and 12th November of every year to ESI office and submit a copy of the return to Engineer-in-charge, POWERGRID.
 - v) If ESI is not notified in the area, Employee Compensation Insurance Policy may be obtained as per Employees Compensation Act 1923.
- i) Building and Other Construction Workers (Regulation of Employment and Conditions of Service Act, 1996:**
- i) The Contractor shall obtain a Certificate of Registration as per the provisions of the Act and submit a copy of the same to POWERGRID.
 - ii) The Contractor shall display a copy of the certificate of registration, Notice containing at the work place.
 - iii) The Contractor shall display Notice of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid wages, in English & Hindi & local language and forward a copy to the Inspector concerned.
 - iv) The Contractor shall submit the Notice of commencement and completion of work in Form IV.
 - v) The Contractor shall maintain Register of Building workers employed by him in Form XV.
 - vi) The Contractor shall submit Annual Return in Form XXV to the concerned authority.
- j) Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act 1979:**
- i) The Contractor shall issue to every Inter-state migrant workman, a Passbook with photograph containing various particulars regarding recruitment and employment of the workmen and payment of return fare from the place of employment to the place of residence when he ceases to be employed.
 - ii) The Contractor shall pay to every Inter-state migrant workman at the time of recruitment, displacement allowance equivalent to 50% of monthly wages or ₹ 75 whichever is higher.

- iii) The Contractor shall pay to every Inter-state migrant workman journey allowance of a sum not less than the fare from place of residence of the workmen in his state to the place of work in the other state, both for the outward and return journey. The workmen shall also be paid wages by the Contractor during the period of such journey.
- iv) The Contractor shall furnish to the concerned authorities, the particulars regarding recruitment and employment of migrant workmen in Form X.
- v) The Contractor shall furnish in respect of every migrant workmen who ceases to be employed, a Return in Form XI to the concerned authorities in both the states. within 15 days from the date such migrant worker ceases to be employed along with a declaration that all the wages and other dues payable and the fare of return journey back to state have been paid.

- k) **Payment of Bonus Act 1965:** This clause may be read with SCC Clause No. 6.0. The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 21,000 /- per month or less. The bonus shall be worked out by taking wages as Rs. 7000 Or the minimum wage for scheduled employment, as fixed by the appropriate Government, whichever is higher. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act. The Contractor shall be solely responsible for payment of bonus under the Payment of Bonus Act.

- l)
- m) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees. The Contractor shall be solely responsible for payment of gratuity under the Payment of Gratuity Act.

- n) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

- o) **Industrial Dispute Act 1947:** The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- p) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Owner on matters provided in the Act and get the same certified by the designated Authority.
- q) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and Owners. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- r) **The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013:** The Act lays down to provide protection against sexual harassment of women at workplace and for the prevention and redressal of complaints of sexual harassment and for matters connected therewith or incidental thereto.
- s) **Right Of Persons with Disabilities (RPwD) Act 2016:** An Act to give effect to the United Nations Convention on the Rights of Persons with Disabilities and for matters connected therewith or incidental thereto.

SUB: DETAILS OF PF/EPS/ESI CONTRIBUTION FOR THE MONTH OF
20.....

(A) CONTRACTOR DETAILS

1. Name of Firm/Agency/Contractor :
2. Type of contract :

(i.e. Horticulture, H/Keeping, T/L Maint Assistance , S/S maint Assistance, guest house Maint. Etc)

3. Phone no. of contractor :
4. Postal address of contractor :
5. Labour License No :
6. Validity Period of Labour License :

(B) CONTRACT DETAILS

7. Period of contract: From... ..To... ..
8. Extension period of contract: : From... ..To... ..
9. Place where contract workmen are working:
10. Details of contract labour engaged by the contractor

Category	Nos of worker	Prevailing min wages
Unskilled		
Semi-skilled		
Skilled		
Highly skilled		
Total		

(C) EPF DETAILS

11. EPF code no allotted by PF office :
12. Address of PF office from where EPF code no has been allotted:
13. Details of remittance of contribution towards EPF

EPF Challan no	Amount	Date

(D) ESI DETAILS:

14. *ESI Code no allotted by ESIC office:*
 15. *Address of ESIC office from where ESI code no has been allotted :*
 16. *Details of remittance of contribution towards ESI:*

<i>ESI Challan no</i>	<i>Amount</i>	<i>Date</i>

<i>S N</i>	<i>Full Name of contract Labour</i>	<i>EPF code no of the contract Labour</i>	<i>Nos of days present during the month</i>	<i>Amount Paid</i>		<i>Total Amount paid</i>	<i>Employ ees EPF contri- bution @12%</i>	<i>Employ ers EPF contri- bution @ 12%</i>	<i>Total contributi on deposited [8+9]</i>	<i>Employ ees ESI contrib ution@ 0.75%</i>	<i>Employ ers ESI contrib ution@ 3.25%</i>	<i>Total contribu tion deposited [11+12]</i>
				<i>Min wages</i>	<i>Any other pay</i>							
<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>	<i>13</i>

CERTIFIED THAT:

- a) *I have paid the notified minimum wages to my employees.*
 b) *I have adhered to all applicable labour laws.*

Date:

Signature:

Place :

----- End of ATC ---