BIDDING DOCUMENTS

FOR

PACKAGE-F :: Demolition & Re-construction of Residential buildings at Dimapur substations in NER under O&M Add Cap 2019-24.

VOLUME – I

CONDITIONS OF CONTRACT

Spec. No.: NESH/CSM/PRANIT/G1/1500-1314/Pkg-F/NIT

पावर ग्रिड कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)
POWER GRID CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

June 2024

VOLUME - I : CONDITIONS OF CONTRACT

CONTENTS

Section – I	:	IFB - Invitation For Bids
Section – II	:	ITB - Instructions to Bidders
Section – III	:	BDS - Bid Data Sheets
Section – IV	:	GCC - General Conditions of Contract
Section – V	:	SCC - Special Conditions of Contract
Section – VI	:	FORMS - Sample Forms and Procedures

SECTION – I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

FOR

पैकेज-F :: ओ एंड एम एड कैप 2019-24 के तहत उत्तर पूर्वी क्षेत्र में दीमापुर सबस्टेशनों पर आवासीय भवनों का विध्वंस और पुनर्निर्माण।

PACKAGE-F :: Demolition & Re-construction of Residential buildings at Dimapur substations in NER under O&M Add Cap 2019-24.

(SINGLE STAGE TWO ENVELOPE BIDDING; OPEN TENDER)
(Domestic Competitive Bidding under e-procurement)

DATE OF ISSUANCE OF IFB: 04/07/2024.

SPECIFICATION NO: NESH/CSM/PRANIT/G1/1500-1314/NIT

FUNDING : Domestic Funding.

1.0 This invitation for bids follows the e-procurement notice (Invitation for Bids) for the subject package published on **04/07/2024** on POWERGRID's website and e-procurement portal given at para **5.0** below and on Government of India's Central Public Procurement Portal (https://eprocure.gov.in). Any Corrigendum and/or amendments, etc shall also be published only on the above website/portals.

2.0 Power Grid Corporation of India Ltd. (A Government of India Enterprise) incorporated under the Companies Act, 1956, having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 through its Regional Headquarter Office at **Power Grid Corporation of India Limited, North Eastern Region, Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya),** (hereinafter referred to as 'POWERGRID'/ 'Owner') requires to carry out PACKAGE-F :: Demolition & Re-construction of Residential buildings at Dimapur substations in NER under O&M Add Cap 2019-24.

2.1 The procurement activities in respect of the aforesaid Project shall be carried out by the Owner itself and it intends to use domestic funding for eligible payments under the contract for the package as mentioned above.

3.0 POWERGRID, therefore, invites bids from eligible bidders for "PACKAGE-F :: Demolition & Re-construction of Residential buildings at Dimapur substations in NER under O&M Add Cap 2019-24." for this project on Domestic Competitive Bidding basis under secured e-procurement procedure.

This Invitation for Bids extended through CPP Portal, website or written communication or by any other means, and issuance of Bidding Documents as per Para 5.0 below shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended and/or Bidding Documents have been issued is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of Bidding Documents.

3.1 The above scope of work is indicative and the detailed scope of work is given in the Technical Specification (Volume-II) of the Bidding Documents.

3.2 The completion period for PACKAGE-F :: Demolition & Re-construction of Residential buildings at Dimapur substations in NER under O&M Add Cap 2019-24.shall be the period as specified in ITB Sub-Clause 24.1(c).

3.3 Bidding will be conducted through the **Domestic Competitive Bidding** procedures as per the provisions of ITB/BDS and the contract shall be executed as per the provisions of the Contract. Bidders may note that the Employer has uploaded its 'Works and Procurement Policy and Procedures' (WPPP) document along with its Modification/Amendment on "Ineligibility of Firms for Participation in the Bidding Process" and on "Black-Listing of Firms / Banning of Business" **and its updation** on POWERGRID's website referred to at para 5.0 below. It shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this 'Works and Procurement Policy and Procedures' (WPPP) document or have any claim on the Employer on the basis of the same. The respective rights of the Employer and the Bidder/Contractor shall be governed by the Bidding Documents/Contract signed between the Employer and the Contractor for the package. The provisions of the Bidding Documents shall always prevail over that of 'Works and Procurement Policy and Procedures' (WPPP) document in case of contradiction.

4.0 The detailed Qualifying Requirements (QR) are given in the Bidding Document.

5.0 Important Instruction for participation in subject e-Tendering:

a) Bidders are requested to read the 'Bidders Manual and Pre-Requisite Document' available on **'POWERGRID Reverse Auction and Integrated Tendering (*PRANIT*)'** portal through website *https://etender.powergrid.in* before proceeding for submission of bids. It is important to note that bidders can submit their bids online only through *https://etender.powergrid.in*.

b) The complete Bidding Documents including tender drawings are available at POWERGRID's website *http://www.powergrid.in* as well as on portal *https://etender.powergrid.in*. However, in case of any contradiction between the Bidding Documents at POWERGRID's website and those at the portal, the latter shall prevail. Interested bidders shall download the Bidding Documents from the portal *https://etender.powergrid.in*, as per the provisions available therein. Interested bidders can download the Bidding Documents and commence preparation of bids to gain time. From e-Tendering portal, the bidders can download the bidding documents as a 'Guest' and/or after registering, as detailed below at Para 6.0 below.

The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any parts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.

c) Bidders shall ensure that their bids, complete in all respects, are submitted online through POWERGRID's e-tendering portal only. **No DEVIATION in this regard is acceptable.**

6.0 Interested bidders have to necessarily register themselves on the portal *https://etender.powergrid.in*, to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal.

The said registration shall be free of cost. On completion of registration process, the registering bidders will be provided with User ID and Log-In password.

Kindly note that to submit the bids electronically, bidders must have a valid Class 3B Digital Certificate (signing and encryption / decryption certificate).

Interested bidders may obtain further information regarding this IFB from the office of **Sr.GM/General Manager (GR-I)**, POWERGRID at the address given at para 11.0 below from 15:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal namely https://etender.powergrid.in *(hereinafter referred to as the 'portal')*, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from POWERGRID, as and when required, for which contact details are mentioned above below. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section II – ITB of the Bidding Documents.

7.0 A pre-bid meeting will be held at the office of the Employer at Gurugram, Haryana, India on **04/07/2024** at 1130 Hrs. (IST) to clarify the bidder's various issues raised in accordance with clause 6.4 of ITB.

8.0 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the Bidding Documents.

8.1 Soft Copy Part of the Bids must be uploaded under Single Stage Two Envelope Bidding Procedure on the portal at or before **11:00 hours** on **26/07/2024**. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified.

Hard Copy Part of the Bids must be submitted under Single Stage Two Envelope Bidding Procedure at the address given in BDS at or before **11:00 hours** on **26/07/2024. In case Hard copy part of the bid is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the first envelope bid uploaded on the portal shall be opened.** Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of Bid Security in line with ITB 13.1, non submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

First Envelope i.e. Techno -Commercial Part shall be opened on **26/07/2024** at **11:30 hours** in the presence of the bidders' representatives who choose to attend in person at the address below or may be viewed by the bidders by logging into the portal. Second Envelope i.e. Price Part shall be opened in the presence of the bidders' representatives who choose to attend at the time and date and at the address given in the intimation for opening of Second Envelope in accordance with Clause 25 of ITB or may be viewed by the bidders by logging in to the portal.

All bids must be accompanied by a Bid Security of **INR 19,15,000/-**

Bid security and Document Fee must be submitted either in physical form or paid online (for details refer Clause ITB 5.4 & ITB 13.2). The aforesaid documents in physical form or documentary evidence of online payment of the specified amount to POWERGRID, should be submitted at the address given at para 11.0 below at or before 1100 Hrs. **26/07/2024.**

Power of Attorney, Joint Deed of Undertaking (if applicable), Joint Venture Agreement (if applicable), Integrity Pact and Safety Pact must be submitted in physical form at the address given at para 11.0 below at or before 1100 Hrs. on **26/07/2024**. POWERGRID shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

9.0 The Employer reserves the right to conduct e-Reverse Auction (e-RA) in accordance with clause 29 of ITB.

10.0 POWERGRID reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

11.0 All correspondence with regard to the above shall be to the following address.

(By Post/In Person)
Sr.GM(C&M)/GM(C&M) Group-I
Power Grid Corporation of India Limited,
North Eastern Region Transmission System,
Dongtieh, Lower Nongrah,
Lapalang, Shillong – 793 006 (Meghalaya)
Mobile: +91 7002775114/ +91 8751050458.

For more information on POWERGRID, visit our site at:*http://www.powergrid.in*

12.0 Bidders are requested to open the following link for pre-requisite system settings of PRANIT portal and manual/video tutorial regarding information for bid submission:

https://etender.powergrid.in/new_logon2/User_Help_Menu.html

In case any technical issue remains unresolved, Bidder may contact the ERP SRM Helpdesk support as per the details below:

Helpdesk Details
• PRANIT Helpdesk Number - 0124-2823456 / 0124-5063900 • Working Time - 09.30 am to 05.30 pm • Working days - Monday to Friday • Holiday calendar of POWERGRID Corporate office Gurgaon shall be followed.

Bidders are advised to contact the Helpdesk minimum 2 working days before Bid Submission Deadline for assistance.

Note- At the time of submission of the bid, Bidders are required to make sure that:

1. The First Envelope excel with file named **"First Envelope and Bid Forms"** must be uploaded alonwith the bid.

2. The Second Envelope excel with file named **"Price_schedule"** must be uploaded alongwith the bid.

As per the provisions of the portal, it is mandatory to upload aforesaid excel files with titled as indicated above (*Bidders may refer user manuals at the portal https://etender.powergrid.in regarding submission of bid*).

---- End of Section-I (IFB) ----

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

TABLE OF CLAUSES

Preamble

A. Introduction 1

1. Source of Funds 1

2. Eligible Bidders 1

3. Eligible Plant, Equipment, and Services 2

4. Cost of Bidding 2

B. The Bidding Documents 3

5. Content of Bidding Documents 3

6. Clarification of Bidding Documents; and Pre-Bid Meeting 6

7. Amendment of Bidding Documents 8

C. Preparation of Bids 8

8. Language of Bid 8

9. Documents Comprising the Bid 8

10. Bid Form and Price Schedules 20

11. Bid Prices 20

12. Bid Currencies 26

13. Bid Security 26

14. Period of Validity of Bid 29

15. Format and Signing of Bid 29

D. Submission of Hard Copy of Bids 32

16. Sealing and Marking of Bids 32

17. Deadline for Submission of Bids 35

18. Late Bids 36

19. Modification and Withdrawal of Bids 36

E. Bid Opening and Evaluation 37

20. Opening of First Envelope by Employer 37

21. Clarification of Bids 38

22. Preliminary Examination of First Envelope 38

23. Qualification 40

24. Evaluation of Techno - Commercial Part (First Envelope) 43

25. Opening of Second Envelope by Employer 44

26. Conversion to Single Currency 45

27. Evaluation of Second Envelope (Price Part) 45

28. Purchase/ Domestic Preference 49

29. e-Reverse Auction (e-RA) 49

30. Confidentiality and Contacting the Employer 50

F. Award of Contract 50

31. Award Criteria 51

32. Employer's Right to Accept any Bid and to Reject any or all Bids 52

33. Notification of Award 52

34. Signing the Contract Agreement 52

35. Performance Security 53

36. Fraud and Corruption 53

INSTRUCTION TO BIDDERS (ITB)

Preamble

This section (Section–II) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on portal ***https://etender.powergrid.in***, on line bid opening, evaluation and on contract award. This Section (Section II) contains provisions that are to be used unchanged unless Section III, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of Section – II & Section – III, the provisions of Section – III shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section – IV: General Conditions of Contract and/or Section – V: Special Conditions of Contract.

Bidders may note that the Employer has uploaded its 'Works & Procurement Policy and Procedure' (Vol.-I & II) along with its Updation/ Modification/Amendment[1] thereof on POWERGRID's website and in this regard, attention of the Bidder is drawn to Clause IFB 3.3, Section –I of the Bidding Documents. Those Bidders who wish to peruse the same may visit **www.powergrid.in.** However, it shall be noted that no other party, including the Bidder/Contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' documents or have any claim on the Employer on the basis of the same. The respective rights of the Employer and Bidders/Contractors shall be governed by the Bidding Documents/Contracts signed between the Employer and the Contractor for the respective package(s). The provisions of Bidding Documents shall always prevail over that of 'Works & Procurement Policy and Procedure' documents in case of contradiction.

Further in all matters arising out of the provisions of this Section – II and the Section–III of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of New Delhi shall have exclusive jurisdiction.

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[1] Including Amendment on "*Capacity and Capability Assessment – regarding new parties undertaking erection works of Transmission Line Tower Packages*", on "*Ineligibility of Firms for Participation in the Bidding Process" and on "Black-Listing of Firms / Banning of Business*".

A. Introduction

1. Source of Funds

1.1 The Owner named in the **BDS** intends to use domestic funding (Owner's Internal Resources/Domestic Borrowings/Bonds) for this Project.

All eligible payments under the contract for the package for which this Invitation for Bids is issued shall be made by the Employer named in the **BDS**.

2. Eligible Bidders

2.1 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.

2.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

(a) they have a controlling partner in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or

(e) a Bidder submits more than one bid in this bidding process, either individually [including bid submitted as a agent/authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders in Annexure – A (BDS)] or as a partner in a joint venture, except for

alternative offers permitted under ITB Clause 9.3. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or

(g) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.

2.3 The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

2.4 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

3. Eligible Plant, Equipment, and Services

3.1 For the purposes of these Bidding Documents, the words "facilities," "plant and equipment," "installation services," etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

3.2 All plant and equipment to be supplied and installed and services carried out under the contract shall have their origin in any country barring those countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Employer.

3.3 For purposes of this clause, "origin" means the place where the plant and equipment or component parts thereof are mined, grown, or produced. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.4 The origin of the plant, equipment, and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid including post-bid discussions, technical and other presentations etc., and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.2 The bidder has to ensure his registration with POWERGRID on the portal https://etender.powergrid.in. The said registration shall be Free of Cost.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto:

VOLUME – I: Conditions of Contract

Section I Invitation for Bids (IFB)
Section II Instructions to Bidders (ITB)
Section III Bid Data Sheet (BDS)
Section IV General Conditions of Contract (GCC)
Section V Special Conditions of Contract (SCC)
Section VI Sample Forms and Procedures (FP)

- 1. Bid Form & Price Schedule
- 1.1 Bid Form
- 1.2 Price Schedule
- 2. Bid Security Form
- 3. Form of Notification by the Employer to the Bank
- 4. Form of 'Notification of Award of Contract'
- 4(a) Form of 'Notification of Award of Contract' for Supply of Plant and equipment
- 4(b) Form of 'Notification of Award of Contract' for Installation of Plant and equipment
- 5. Form of Contract Agreement
- 5.1 Appendix-1: Terms and Procedures of Payment
- 5.2 Appendix-2: Price Adjustment
- 5.3 Appendix-3: Insurance Requirements
- 5.4 Appendix-4: Time Schedule
- 5.5 Appendix-5: List of Approved Subcontractors
- 5.6 Appendix-6: Scope of Works and Supply by the Employer

5.7 Appendix-7: List of Document for Approval or Review

5.8 Appendix-8(a): Guarantees, Liquidated Damages for Non-Performance
Appendix-8(b): Functional Guarantees

5.9 Appendix-9: Contract Co-ordination Procedure

5.10 Appendix-10: Break-up of Contract Price for On-Account Payment Purpose

5.11 Integrity Pact

5.12 Safety Pact

6. Performance Security Form

7. Bank Guarantee Form for Advance Payment

8. Form of Taking Over Certificate

9. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in one lot by Employer for performance of its contract.

10. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in installments by Employer for performance of its contract.

11. Form of Authorisation Letter

12. Form of Trust Receipt for Plant, Equipment and Materials received

13. Form of Extension of Bank Guarantee

14. Form of Power of Attorney for Joint Venture

15. Form of Joint Venture Agreement

16. Format for Evidence of Access to or Availability of Credit/ Facilities

17. Form of Operational Acceptance

18. Form of Safety Plan to be submitted by the Contractor within thirty days of award of contract.

19. Form for Information to be furnished by the Contractor in respect of the Procurement made from MSE Vendors

Volume-II: Technical Specification

Volume-III: Bid Form, Price Schedules & Technical Data Sheets

5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding

Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5.3 Scope of Work is given in Volume-II of Bidding Documents titled "Technical Specifications".

Utmost care has been taken by the Employer in formulating the programmed Attachments and Price Schedules. Bidders are expected to thoroughly verify with trial run at their end and notify to the Employer Arithmetical, Logical, Formatting or any such error, if found in the same for suitable action. Irrespective of corrections made in this regard through amendment(s), if any, rectification of error for evaluation shall be carried out in accordance with stipulated provisions of Bidding Documents.

5.4 All the Bidders except those exempted pursuant to ITB Sub-Clause 5.5 shall submit along with the hard copy part of bid a nonrefundable fee as stipulated in the BDS towards the cost of Bidding Documents in the form of demand draft in favour of Power Grid Corporation of India Ltd., payable at New Delhi/Gurgaon.

Alternatively, the nonrefundable fee towards the cost of Bidding documents can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY - https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergrid.in. While making such online payment, the bidder shall choose Segment as "Suppliers" and fill in details as follows:

Payment Category	Tender fee
Sub-category	Tender fee payment-CC#
Name of Depositor	Name of the Bidder (*name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids*
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing (*vendor code of the Sole bidder or the lead partner of the Joint Venture*)
Payment Remarks	Tender fee for …….. [*enter the name of the package*]

The copy of 'Online Payment Acknowledgement – Suppliers' generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.

Bidder's failure to submit nonrefundable fee towards the cost of Bidding Documents in the form of an acceptable Demand Draft along with the bid or an online payment through POWERGRID ONLINE PAYMENT UTILITY or subsequently pursuant to ITB Clause 21.1, except as exempted in ITB Sub-Clause 5.5 below, shall lead to outright rejection of the Bid.

5.5 Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration Certificate' with regard to registration with authority mentioned above in accordance with the relevant notifications/orders.

In case of bid submitted by a Joint Venture of two or more firms as partners, if allowed as per stipulated Qualification Requirements in Annexure-A (BDS), all partners of the joint venture shall be MSEs to consider its bid as bid from MSE. Further, JV bidder with at least one non-MSE partner (whether lead or other partner) shall not be eligible for the benefit available to the MSE bidders.

6. Clarification of Bidding Documents; and Pre-Bid Meeting

6.1 Prospective bidder may ~~also~~ seek clarification in writing or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI) or telefax) at the Employer's mailing address indicated in the **BDS**. Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Sub-Clause 22.3.1, will be unacceptable, such an issue should be raised as above. The Employer will respond through the portal https://etender.powergrid.in to any request for clarification or modification of the Bidding Documents that it receives no later than twenty-eight (28) days (unless otherwise specified in **BDS**) prior to the original deadline for submission of bids prescribed by the Employer. The Employer shall not be obliged to respond to any request for

clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer's response (including an explanation of the query but not identification of its source) will be uploaded on portal https://etender.powergrid.in where all the bidders can see clarification/reply to query.

6.2 The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense.

6.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

6.4 The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the **BDS**. The purpose of the meeting will be to clarify any issues regarding the e-procurement method, the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without delay through the e-procurement portal only. Any modification of the Bidding Documents listed in ITB Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB Clause 7 and not through the minutes of the pre-bid meeting.

Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

7.2 The amendment will be notified only through the portal https://etender.powergrid.in. The communication/alert regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders who have logged in with their user id and password (user credentials) and **have registered against the subject package(s) by clicking available button named "REGISTER".** The amendments to the Bidding Documents will be binding on the bidders and the notification of the amendment through portal, sent to the prospective bidders, shall be deemed to be construed that such amendment(s), to the Bidding Documents have been taken into account by the Bidder in its bid.

7.3 In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in which case, the Employer will notify through portal https://etender.powergrid.in where all prospective bidders may see the extended deadline.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Employer related to the bid shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents Comprising the Bid

I. Hard Copy Part

Hard copy part of the bid shall comprise of following documents to be submitted in sealed envelope, as part of First Envelope.

(i) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in the in accordance

with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5

(ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II.

(iii) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope

(iv) Power of Attorney as per Clause 9.3 (b).

(v) In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement, both in original

(vi) Safety Pact (in Original) in accordance with clause 9.3 (s) of ITB, Section-II in separate envelope

(vii) Bidders shall also submit Joint Deed of Undertaking by the collaborator along with the bidder/manufacturer, duly signed and stamped on each page in original, if applicable as per Annexure- A (BDS); and

(viii) Any other document further specified in the BDS duly signed and stamped on each page.

Bidder shall note that no document is required to be submitted as part of Second envelope in Hard Copy.

II. **Soft Copy Part**

Soft copy part of the bid shall comprise of following documents to be uploaded on the portal as per provisions therein.

(a) <u>As part of First Envelope</u>

(i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.

(ii) Programmed file - Attachments (Attachment to Bid Form including attachment to QR) in MS Excel format & its revision covering various attachments, Integrity Pact and bid form for first envelope.

(iii) Scanned copies of all the documents mentioned at 15.4 of ITB

(b) <u>As part of Second Envelope</u>

(i) The Electronic Form/Template of the bid for Second Envelope (Price - Part) covering details regarding summary of price details.

(ii) Price Schedules & Bid Forms in MS excel format & its revision covering various price schedules and bid forms for Second Envelope.

9.1 The bid shall be submitted by the Bidder under "Single Stage – Two Envelope" procedure of bidding. Under this procedure, the bid submitted by the Bidder in two envelopes - First Envelope (also referred to as Techno - Commercial Part) and Second Envelope (also referred to as Price Part) shall comprise of the following documents:

First Envelope:

(a) Bid Form (First Envelope) duly completed and signed by the Bidder, together with all Attachments & Technical Data Sheets (available in Volume-III) as uploaded on the portal https://etender.powergrid.in and identified in ITB Sub-Clause 9.3 below.

(b) Hard copy of the following documents submitted at the address mentioned at 1.1 above:

i) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in the in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5;
ii) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II;
iii) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope;
iv) Power of Attorney as per Clause 9.3 (b);
v) In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement
vi) Safety Pact (in Original) in accordance with clause 9.3 (s) of ITB, Section-II in separate envelope
vii) Any other document further specified in the **BDS** duly signed and stamped on each page.

Second Envelope:

(a) Bid Form (Second Envelope) together with Price Schedules (available in Volume-III), duly completed as uploaded on the portal https://etender.powergrid.in.

9.2 Bidders shall note that, if permitted according to the **BDS**, they are entitled to submit an alternative bid within the scope specified in the Technical Specification. In such cases, bidders shall submit full details and justifications, etc., in Attachment 7 to the bid as indicated in ITB Sub-Clause 9.3 (h) below.

9.3 Bidder shall submit soft copy of following documents by uploading on the portal https://etender.powergrid.in and Hard copy of documents wherever stipulated in the manner specified in ITB Clause 9.1 above along with its Techno - Commercial Part (First Envelope):

(a) Attachment 1: Bid Security or Online Payment Acknowledgement towards Bid Security (if required) or documentary evidence in support of exemption of Bid Security *(submission of Hard Copy in 'Original' for Bid Security and in 'Copy' for documentary proof in support of exemption)*

A bid security or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in sealed separate envelope shall be furnished in accordance with ITB Clause 13 & ITB Clause 16.

Bidder shall submit the hard copy of the Bid Security in original or a copy of Online Payment Acknowledgement towards Bid Security or copy documentary evidence in support of exemption of Bid Security.

(b) Attachment 2: Power of Attorney *(submission of Hard copy in 'Original' and uploading of Scanned Copy)*

A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB Clause 14.

Scanned copy of above documents shall be uploaded. (refer para 15.4 below)

(c) Attachment 3: Bidder's Eligibility and Qualifications *(Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification. In case of Joint Venture bid, submission of Hard Copy in 'Original' of the JV Agreement and POA for JV)*

In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid in accordance with

ITB Clause 2 and is qualified to perform the contract in accordance with **Annexure – A (BDS)**, if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Employer's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Annexure – A (BDS) and shall also include:

The documentary evidence defining i) the constitution or legal status; (ii) The principal place of business; (iii) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms); (iv)In support of meeting the Technical experience, self-certified copy of Contract/ Award Letter and Utility Certificate.

The bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Personnel (KMP) of the company i.e. CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/ any other officer entrusted with substantial powers of the management of the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct.

Declaration for anticipated change in legal structure/ ownership, if any.

The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any.

If the opening of the bids pursuant to ITB Clause 20.1 or the ascertainment of qualification pursuant to ITB Clause 23.1 is

carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to ITB Sub-clause 21.1, the Bid shall be rejected.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer's tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

[**Note I**. In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/ Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

Note II. Similarly, if the Bidder happens to be a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that these information/documents are based on audited accounts, as the case may be.]

Unless otherwise mentioned in **BDS**, bids submitted by a joint venture of two or more firms as partners, if allowed as per stipulated Qualification Requirements in Annexure-A (BDS), shall comply with the following requirements:

(i) The bid shall include all the information required for Attachment 3 as described above for each joint venture partner.

(ii) The bid shall be signed so as to be legally binding on all partners.

(iii) One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories as per Form-14 of Section-VI.

(iv) The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the Employer and the leader.

(v) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.

(vi) A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Form-15 of Section-VI, including interalia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability.

(vii) The joint venture agreement should indicate precisely the responsibility of all members of JV in respect of planning, design, manufacturing, supply, installation, commissioning and training. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer; and

In order for a joint venture to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in enclosed **Annexure-A (BDS)** for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid.

A firm can be a partner in only one joint venture; bids submitted by joint ventures or consortia including the same firm as partner will be rejected.

In the case of a Bidder who offers to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall (i) have the financial and other capabilities necessary to perform the contract; (ii) have been duly authorized by the manufacturer or producer of the related plant and equipment or component as per proforma in attachment 8 to supply and/or install that item in the Employer's country; and (iii) be responsible for ensuring that the manufacturer or producer complies with the requirements of ITB Sub-Clause 3.2 and meets the minimum criteria listed for an individual Bidder for that item.

(d) Attachment 4: Eligibility and Conformity of the Facilities *(uploading of Scanned Copy)*

Documentary evidence established in accordance with ITB Clause 3 that the facilities offered by the Bidder in its bid or in any alternative bid (if permitted pursuant to ITB Sub-Clause 9.2) are eligible and conform to the Bidding Documents.

The documentary evidence of the eligibility of the facilities shall consist of a statement on the country of origin of the plant and equipment offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

The documentary evidence of the conformity of the facilities to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:

(i) a detailed description of the essential technical and performance characteristics of the facilities;
(ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities for a period of Fifteen (15) years following completion of facilities in accordance with provisions of contract; and
(iii) a commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative

standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.

(iv) All details regarding after sale service support offered.

(v) All details regarding proposed training for Employer's personnel.

(vi) Detailed answers to all the Questions in the Questionnaire, if prescribed in the Bidding Document.

(vii) Details establishing the responsiveness of the offer in accordance with Technical Specification, Volume-II.

(e) Attachment 5: Subcontractors Proposed by the Bidder

The Bidder shall include in its bid details of all major items of supply or services i.e. items, whose price is more than 10% of the Bid Price, that it proposes to purchase or sublet, and shall give details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items. Bidders are free to list more than one Subcontractor against each item of the facilities. Their participation should be confirmed with a letter of intent between the parties, as needed, in Attachment 8. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Clause 2, and that any plant, equipment or services to be provided by the Subcontractor comply with the requirements of ITB Clause 3 and Qualification Requirement for the Bidder, enclosed as **Annexure-A (BDS)** and Qualification Requirement for subcontractors or Sub-vendors given in Technical Specification, Volume-II.

The Employer reserves the right to delete any proposed Subcontractor from the list prior to award of contract, and after discussion between the Employer and the Contractor, the corresponding Appendix to the form of Contract Agreement shall be completed, listing the approved Subcontractors for each item concerned.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

(f) Attachment 5A: (Items, Components, Raw Material, Services proposed to be sourced from Micro and Small Enterprises)

The Employer encourages the Contractor to source items, components, raw material, services from Micro and Small Enterprises for development of the Micro and Small Enterprises

The bidder shall furnish the details of the items, components, raw material, services which they propose to buy/avail from Micro and Small Enterprises for the purpose of completion of works.

(g) Attachment 6: Deviations

In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in Attachment 6 to the bid. The Bidder is required to provide the cost of withdrawal for such deviations. However, the attention of the bidders is drawn to the provisions of ITB Sub-Clause 22.3 regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents.

Bidder's attention is also drawn to the provisions of ITB Sub-Clause 22.3.1.

(h) Attachment 7: Alternative Bids

(i) Bid with alternative time schedule is not acceptable.

(ii) Except as provided under subparagraph (iii) below, bidders wishing to offer technical alternatives to the requirements of the Bidding Documents must first price the Employer's design of the facilities as described in the Bidding Documents, and shall further provide all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.

(iii) When bidders are permitted pursuant to ITB Sub-Clause 9.2 to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Technical

Specifications and Drawings. Technical alternatives that comply with the performance and technical criteria specified for the facilities shall be considered by the Employer on their own merits, pursuant to ITB Sub-Clause 24.2.

(i) Attachment 8: Manufacturer's Authorisation Form

Scanned copy of above documents shall be uploaded (refer para 15.4 below)

(j) Attachment 9: Work Completion Schedule.
Attach Bar Chart for Work Completion Schedule

Scanned copy of above documents shall be uploaded (refer para 15.4 below)

(k) Attachment 10: Guarantee Declaration.
Scanned copy of above documents shall be uploaded (refer para 15.4 below)

(l) Attachment 11: Information regarding ex-employees of Employer in Bidder's firm.

(m) Attachment 12: Price Adjustment Data

(n) Attachment 13: Declaration regarding Social Accountability

(o) Attachment 14: Integrity Pact *(submission of Hard Copy in 'Original')*

The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals alongwith the Techno - Commercial Part in a separate envelope, duly superscripted with 'Integrity Pact'. The Bidder shall submit the Integrity Pact on a non judicial stamp paper of Rs. 100/-.

The required Integrity Pact is automatically generated as Attachment 14-Integrity Pact in the file Attachment (in Excel format). Bidders shall take print out in two copies discussed above and as explained in the Attachment 14-Integrity Pact.

If the Bidder is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

Bidder's failure to submit the Integrity Pact duly signed in Original alongwith the Bid or subsequently pursuant to ITB Sub-Clause 21 .1 shall lead to outright rejection of the Bid.

(p) Attachment 15: Option for Initial Advance (either Interest Bearing Initial Advance or No Initial Advance) and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises

Scanned copy of Sample Cheque (Cancelled) shall also be uploaded (refer para 15.4 below).

In this Attachment, the Bidder is required to clearly mention whether the Bidder would opt for Interest bearing initial advance in addition to providing the other information as above.

(q) Attachment 16: Additional Information *(uploading of Scanned Copy, as applicable)*

(i) Certificate from their Banker(s) (as per prescribed formats in Form 16, Section-VI: Sample Forms and Procedures) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers.

(ii) Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.

(iii) Details of Provident Fund Code Number of the Bidder.

(iv) Any other information which the Bidder intends to furnish.

(v) Detailed information regarding previous transgressions of Integrity Pact that occurred in the last 10 years with any

other Public Sector Undertaking or Government Department or any other Company, in any country.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

(r) Attachment 17: Declaration for tax exemptions, reductions, allowances or benefits

(s) Attachment 18: Safety Pact *(submission of Hard Copy in 'Original')*

The Bidder shall complete the accompanying Safety Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be submitted by the Bidder in two (2) originals along with the Techno - Commercial Part in a separate envelope, duly superscripted with 'Safety Pact'. The Bidder shall submit the Safety Pact on a non judicial stamp paper of Rs. 100/-.

Bidders shall take print out in two copies discussed above and as explained in the Attachment 18- Safety Pact.

If the Bidder is a partnership firm or a consortium, the Safety Pact shall be signed by all the partners or consortium members.

Bidder's failure to submit the Safety Pact duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid.

(t) Attachment 19: Declaration

(u) Attachment –20: Declaration of Key Managerial Person jointly with Power of Attorney holder

10. Bid Form and Price Schedules

10.1 The Bidder shall complete the Bid Form(s) and the appropriate Price Schedules furnished in the Bidding Documents as indicated therein, following the requirements of ITB Clauses 11 and 12.

11. Bid Prices

11.1 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding

Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities including supply of mandatory spares (if any). This includes all requirements under the Contractor's responsibilities for testing, precommissioning and commissioning of the facilities and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 6 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

11.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Where no Price Schedules are included in the Bidding Documents, Bidders shall present their prices in the following manner:

Separate numbered Schedules shall be used for each of the following elements. The total amount from each Schedule 1 to 5 shall be summarized in a grand summary of Price Proposal (Schedule 6) giving the total bid price(s) to be entered in the Bid Form.

Schedule 1	Plant and Equipment (including mandatory Spares) to be supplied including Type Test Charges
Schedule 2	Local Transportation, In-transit insurance, loading and unloading.
Schedule 3	Installation Services
Schedule 4	Charges for Training to be imparted
Schedule 5	Taxes and Duties not included in Schedule 1 to 4
Schedule 6	Grand Summary (Schedule Nos. 1 to 5)
Schedule 7	Break-up of Type Test Charges

Bidders shall note that the plant and equipment included in Schedule No. 1 above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 3, Installation Services.

11.3.1 The bid price for the items for which quantities have been estimated by the Employer shall be governed based on the unit price quoted by the bidder.

11.3.2 The bid price for which the quantities are to be estimated by the Bidder shall remain constant unless there is change made in the Scope of Work by Employer. The quantities and unit prices (i) subsequently arrived while approving the Bill of Quantities (BOQ) /Billing breakup of lumpsum quantities/lot/Set and/or (ii) estimated by the bidder shall be for on account payment purpose only. In case additional quantities, over and above the quantities BOQ/billing breakup and /or estimated by the bidder, are required for successful completion of the scope of work as per Technical Specification, the Bidder shall execute additional quantities of these items for which no additional payment shall be made over and above the lumpsum bid price. In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the bidders and they shall be allowed to take back the same from the site for which no deduction from the lumpsum bid price shall be made. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ /billing breakup and/or estimated by the bidder, the lumpsum bid price shall remain unchanged and no deduction shall be made from the lumpsum price due to such reduction of quantities.

HSN/SAC has not been indicated for lumpsum quantities/lot/Set as each of these consists of many items for which billing break up shall be furnished during contract execution. For the purpose of evaluation, the bidder has to indicate the rate of GST applicable on these items. As it is possible that the incidence of GST on each of these items may be different, provision has been made in the price schedules for quoting the bid price in different categories based on the incidence of GST. The bidder shall accordingly quote price in different tax categories. HSN /SAC for these items shall be furnished along with billing breakup prior to payment for these items. Employer's liability for reimbursement of GST shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

11.3.3 It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies (including GST) and interest, if applicable on account of additional revised invoice issued for actual material supplied, to the concerned authorities for such return/supply of surplus material, which would otherwise have been, lawfully payable. The bidders shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the bidder by Employer.

11.3.4 Set/Lot/Lumpsum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications.

11.4 In the schedules, Bidder shall give the required details and a breakdown of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations, in the schedules as follows:

(a) Plant and equipment including mandatory spares, shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis and Type Test Charges (including the Type Test to be conducted abroad in case of an Indian Bidder), shall also be quoted in Schedule 1.

Further, in case of imported Equipments/items offered as 'Off the Shelf' or dispatched directly from the Indian Port of disembarkation, the price of such Equipments/items shall be inclusive of all cost as well as any duties paid/payable in relation to import of such goods (viz., customs duties, GST & levies etc.) considering and taking into account the ITC as may be available under the applicable laws including GST.

The price quoted in respect of all items in the above schedule shall be excluding GST applicable on transaction between the Employer and the Contractor.

(b) Local/inland transportation, In-transit insurance, loading and unloading of the Plant and Equipment including mandatory spares to be supplied shall be quoted separately in Schedule 2, as composite supply of services, with local/inland transportation being the Principal Supply. It is the Employer's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit insurance, loading and unloading by the Bidder to the Employer, GST is not payable. The Bidder is, however, advised to check the position from their own sources. If payable, the same shall be to the

Bidder's account and Employer shall not reimburse any GST on this account.

(c) Installation Charges shall be quoted separately (Schedule 3) and shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, provision of operations and maintenance manuals, etc. wherever identified in the Bidding Documents as necessary for the proper execution of all installation services except those priced in other Schedules. The price quoted in respect of all items in the above schedule shall be excluding GST.

(e) The Training Charges shall be furnished separately in Schedule-4 for the training. The price quoted in respect of all items in the above schedule shall be excluding GST.

(f) The break-up of Type test charges shall be furnished separately in Schedule 7. The price indicated in respect of all items in the above schedule shall be excluding GST. Type test shall be considered an incidental expense incurred prior to the delivery of Equipment/item and would be added to the value of goods for GST purposes and rate of GST shall be quoted accordingly.

(g) To facilitate the bidders, Employer has indicated an HSN/SAC code and rate of GST against each item in the Price Schedule except for lumpsum quantities/lot/Set as mentioned at ITB 11.3.3. It shall entirely be the responsibility of the bidder to check the HSN/SAC code and rate of GST given against each item. The bidder may either confirm the HSN and rate of GST or if the bidder opts to classify the item in question under a different HSN/SAC code or opts to indicate a different rate of GST, bidder may indicate the same in the columns provided. The bidders shall solely be responsible for HSN/SAC classification and the rate of GST for each item. Employer's liability for reimbursement of GST shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

(h) Total GST on Supply of goods and Services shall be indicated in Schedule -5

(i) The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.

(j) The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement mentioned in Section – IV: General Conditions of Contract (GCC) and Appendix-3: Insurance Requirements to Form of Contract Agreement as contained in Section VI: Sample Forms and Procedures (FORMS) of the Bidding Documents. Bidder shall further note that the Employer shall not be liable to make any payment/ reimbursement to the Contractor whatsoever for insurance of Contractor's Plant and Machinery.

(k) The bidder shall fill up only the marked cell (shaded in green colour) in the work sheets of Schedule 1 to 7 and Discount, Taxes & duties. Bidder shall not carry out any modification or changes in any other cell. Required calculations will be carried out automatically in the respective work sheets of Schedule-6(Grand Summary), Schedule-6 (After Discount) (Grand Summary after discount) and Bid Form.

(l) Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Employer. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Employer will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect in Attachment 17 as per the format enclosed in the Bidding Documents.

Further, if issuance of the necessary certificate for availing such exemptions, reductions, allowances or benefits is permitted and is required to be issued by the Employer in line with the relevant policies, rules and procedures of Govt. of India in vogue, the same shall be considered for issuance by the Employer, provided the Bidder explicitly indicates in their bid that they have quoted prices after considering the applicable concessional duty/exemption. However, the Bidder alone shall be responsible for obtaining any benefits there from as may be admissible under Govt. policies/procedures and in case of their failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will neither be responsible nor be liable to compensate the Contractor, and the Employer shall have no financial liability on this account.

Where the Bidder has quoted taking into account such benefits, he must give all information required for issuance of such certificate in terms of the relevant notifications of the Govt. of India along with his bid in Attachment 17. In case bidder has not

indicated such information or has indicated "to be furnished later on" in Attachment 17, the same shall be construed to mean that no benefit has been passed on by the bidder to the Employer, and the Employer shall not issue any certificate to the contractor for availing the same even if admissible.

(m) Employer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.

11.4.1 To enable the bidders for effecting reductions in the prices already filled up in Price Schedules by way of discounts, the work sheet titled 'Letter of Discount' is included as part of price Schedules. Bidder can effect the reductions by filling up the discount either on lump sum basis or percent basis, which can be made applicable either on the total price or one or more of the price schedules.

The Bidder may note that in case he chooses to offer multiple discounts as per Sl. No. 1 to 4 in the work sheet "Letter of Discount", all discounts shall be applicable simultaneously on the base prices of respective items on which the bidder has offered the discount(s) i.e., all the discounts shall be considered together on the Quoted Prices of such items (as quoted by the bidder without discount). Accordingly, the reduced prices shall be displayed in the work sheet "Sch-6 (After Discount)"

11.5 The prices shall be in accordance with the following:

Adjustable Price: Prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, etc. in accordance with the procedures specified in the corresponding Appendix – 2 to the Form of Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. The price adjustment provision will not be taken into consideration in bid evaluation. Bidders are required to indicate the source of labour & materials indices in Attachment 12.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees Only.

13. Bid Security

13.1 The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated in the **BDS**. The bid security must be submitted in the form provided in the Bidding Documents.

Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration certificate' with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.

13.2 The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer as stipulated in **BDS** or a bank guarantee from a reputed bank selected by the bidder. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid Security shall be valid upto date as mentioned in BDS, or any other date as subsequently requested under ITB Sub-Clause 14.2.

Alternatively, if bid security is to be submitted in favor of POWERGRID, the same can be submitted as online payment through POWERGRID ONLINE PAYMENT UTILITY- https://epay.powergrid.in, a link of which is provided on the POWERGRID website www.powergrid.in. While making online payment towards Bid Security, the bidder shall choose Segment as "Suppliers" and fill in details as follows:

Payment Category	EMD
Sub-category	EMD payment-CC#
Name of Depositor	Name of the Bidder (*name of the Sole bidder or name of Lead partner of the Joint Venture (on behalf of the Joint Venture) in case of Joint Venture bids*
Vendor Code, if applicable	POWERGRID vendor code of the bidder, if existing (*vendor code of the Sole bidder or the lead partner of the Joint Venture*)
Payment Remarks	Bid Security for …….. [*enter the name of the package*]

The copy of 'Online Payment Acknowledgement – Suppliers' generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.

13.3 Any bid not accompanied by an acceptable bid security or Online Payment Acknowledgement towards Bid Security (along with the bid or subsequently pursuant to ITB Clause 21.1), except as exempted at 13.1 above, shall be rejected by the Employer as being nonresponsive, pursuant to ITB Sub-Clause 22.4. The bid security of a joint venture must be in the name of all the partners in the joint venture submitting the bid.

13.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.

13.5 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 35 are furnished to the satisfaction of the Employer. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB Clause 34, and has furnished the required performance security, pursuant to ITB Clause 35.

13.6 The bid security may be forfeited

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or

(c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or

(d) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the

Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

(e) in the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) to sign the Contract Agreement, in accordance with ITB Clause 34, or

(ii) to furnish the required performance security(ies), in accordance with ITB Clause 35 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5.

13.7 No interest shall be payable by the Employer on the above Bid Security.

14. Period of Validity of Bid

14.1 Bids shall remain valid for the period of six months after the date of opening of Techno - Commercial Part i.e. First Envelope, prescribed by the Employer, pursuant to ITB Sub-Clause 20.1. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

14.2 In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

15. Format and Signing of Bid

15.1 The bidder shall prepare the bid in the manner indicated in ITB Clause 9.0 and submit the bid in following manner:

First Envelope:

(i) The Electronic Form/Template of the bid for First Envelope (Techno-Commercial), as available on the portal, shall be duly filled.

These Electronic Forms/Templates shall be viewable by all the participating bidders after opening of First Envelope bids.

The soft copy of the bid consisting of the documents listed in ITB Clause 9 including relevant scanned documents (refer ITB Clause 15.4) shall be uploaded through the portal only. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

At the time of submission of the bid, Bidders are required to make sure that the First Envelope excel with file named **"First Envelope and Bid Forms"** must be uploaded alongwith the bid. (*Please refer user manuals at the portal https://etender.powergrid.in regarding submission of bid*).

(ii) Hard copy of followings:

a) DD or Online Payment Acknowledgement towards Bidding Document fee of the amount as specified in accordance with clause 5.4 of ITB or documentary evidence in support of exemption of Bidding Document fee as per ITB 5.5;
b) Bid Security (in Original) or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II;
c) Integrity Pact (in Original) in accordance with clause 9.3 (o) of ITB, Section-II in separate envelope;
d) Power of Attorney as per Clause 9.3 (b);
e) In case of Bid from Joint Venture, the Joint Venture Agreement & Power of Attorney of Joint Venture Agreement;
f) Safety Pact (in Original) in accordance with clause 9.3 (s) of ITB, Section-II in separate envelope.
g) Any other document further specified in the BDS duly signed and stamped on each page

Second Envelope:

(i) The Electronic Form/Template of the bid for Second Envelope (Price - Part) covering details regarding summary of price details.

These electronic forms/templates shall be viewable by all the participating bidders after opening of Second Envelope bids. Bidders to note that notwithstanding the prices quoted by the bidder in this electronic form, the Employer reserve the right to correct the prices for purpose of evaluation and award in accordance with the provisions of bidding documents.

The soft copy of the price schedules as per ITB Clause 11 to be uploaded on the portal. Submission of Soft Copy of any documents by any other means shall not be accepted by the Employer in any circumstances.

At the time of submission of the bid, Bidders are required to make sure that the Second Envelope excel with file named "**Price_schedule**" must be uploaded alongwith the bid. (*Please refer user manuals at the portal https://etender.powergrid.in regarding submission of bid*).

15.2 The bid shall contain no alterations, omissions or additions, unless such corrections are initialed by the person or persons signing the bid.

15.3 The Bidder shall furnish information as described in the last paragraph of the Bid Form on commissions or gratuities, if any, paid or to be paid to agents relating to this bid, and to contract execution if the Bidder is awarded the contract.

15.4 The List of following documents shall be scanned & uploaded on the portal as per table given below:

S. No.	Description of Documents	Name of File to be uploaded on the portal
1.	Power of Attorney	poa.pdf
2.	DD against Bidding Document fee	dd.pdf
3.	Constitution of legal status	legal.pdf
4.	Declaration for anticipated change in legal structure/ ownership	decl_legal.pdf
5.	The principal place of business	principal.pdf
6.	The place of Incorporation or the place of registration and the nationality of the owner	incorporation.pdf
7.	Technical Experience certificate issued by utility	techexp.pdf
8.	Financial Balance Sheets (for last five years)	balsheet.pdf
9.	Declaration in regard to Financial re-structuring	Decl_Fin_re_struc.pdf
10.	Technical GTP	gtp.pdf
11.	Type Test Report	ttreport.pdf
12.	Bank Certificate	bank.pdf
13.	Manufacturer Authorization	manuauth.pdf
14.	Work Schedule (BAR Chart)	barchart.pdf

S. No.	Description of Documents	Name of File to be uploaded on the portal
15.	Guarantee Declaration	guarantee.pdf
16.	Documentary Evidence for Base Price Indices	pvindex.pdf
17.	Cancelled Cheque	cheque.pdf
18.	MSE_registration certificate	MSE_registration certificate.pdf
19.	MSE owned by SC/ST entrepreneurs	MSE_SC-ST certificate.pdf
20.	MSE owned by women	MSE_Women certificate.pdf
21.	Online Payment Acknowledgement towards Bidding Document fee	Tender_fee_receipt.pdf
22.	Online Payment Acknowledgement towards Bid Security	Bid_Security_receipt.pdf
23.	Other Documents	other.pdf

1. Bidder may put three (03) characters suffix for each file preceded by an 'under-score' for their identification. (Example- poa_xyz.pdf)

2. In case more file are to be uploaded under the same head Numeric suffix may be put by the bidder. (Example - poa1_xyz.pdf, poa2_xyz.pdf, poa3_xyz.pdf……)

3. For uploading any additional documents bidder may decide the name of file with prefix as 'other' succeeded by 'under score' and suffix as name of document in short. (Example – other_ISO certificate1_xyz.pdf, other_ISO certificate2_xyz.pdf …….)

4. For other types of files supported on the portal, please refer the related provisions on the portal.

D. Submission of Hard Copy of Bids

16. Sealing and Marking of Bids

16.1 The Bidder shall upload the soft copy part of the bid as per the provisions of the portal (refer para 15.1& 15.4 above) and submit the hard copy of DD or Online Payment Acknowledgement towards Bidding Document fee or documentary evidence in support of exemption of Document fee (as applicable), Bid Security or Online

Payment Acknowledgement or documentary evidence in support of exemption of Bid Security (as applicable), Integrity Pact, Safety Pact, Power of Attorney, Joint Venture Agreement (as applicable) and Power of Attorney of Joint Venture Agreement (as applicable) and Joint Deed of Undertaking (as applicable) (refer para 15.1 above), duly marked First Envelope (Techno – Commercial Part) in the following manner.

Envelope – 1: Bidding Document fee / Online Payment Acknowledgement towards Bidding Document fee/ documentary evidence in support of exemption of Bidding Document fee

Envelope – 2: Bid Security/ Online Payment Acknowledgement towards Bid Security/ documentary evidence in support of exemption of Bid Security

Envelope – 3 Integrity Pact

Envelope – 4: Power of Attorney, Joint Venture Agreement (as applicable) and Power of Attorney of Joint Venture Agreement (as applicable) and Joint Deed of Undertaking (as applicable) and any other documents as required (refer para 15.1 above).

Envelope –5: Safety Pact

The Bidder shall upload the Excel files of Price Schedule and Attachments downloaded from the portal as part of the bid duly filled in the required cells. If the bid submitted by the bidder is found different from the files downloaded from the portal, as part of the bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.

16.2 The envelope shall

(a) be addressed to the Employer at the address given in the **BDS**, and

(b) bear the contract name indicated in the **BDS**, the Invitation for Bids title and number indicated in the BDS, and the statement "Do Not Open Before [*date*]," to be completed with the time and date specified in the **BDS**, pursuant to ITB Sub-Clause 20.1.

16.3 DD or Online Payment Acknowledgement towards Bidding Document or documentary evidence in support of exemption of Document fee, Bid Securities or Online Payment Acknowledgement

towards Bid Security or documentary evidence in support of exemption of Bid Security, Integrity Pact and the Safety Pact in original shall be submitted in separate superscribed envelopes (one for DD towards Bidding Document, one for Bid Security, one for Integrity Pact and one for Safety Pact) alongwith First Envelope.

Bidder may upload Soft copy of the any other documents which they consider relevant along with First Envelope.

All the envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."

In case, pursuant to Ministry of Finance, GOI's Circular dated 17th July, 2012, the Bank Guarantee is issued using SFMS Platform by the banks located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the First Envelope. The Account details of POWERGRID for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:

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

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

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

In addition to the above, the Bank Guarantee (towards Bid Security) should be submitted in the Physical form as specified in ITB Clause 13.

16.4 If the envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Employer will assume no responsibility for the bid's misplacement or premature opening.

17. Deadline for Submission of Bids

17.1 Soft copy part of the bid shall be uploaded through the portal https://etender.powergrid.in at or before the submission time and date as stipulated in the bidding document. Hard copy of Bid Security in accordance with clause 13 of ITB, Section-II in separate envelope, Integrity Pact, Safety Pact, Power of Attorney, Joint Venture Agreement & Power of Attorney of Joint Venture Agreement (in case bid from Joint Venture) must be received by the Employer at the address specified under ITB Sub-Clause 16.2 no later than the time and date stated in the **BDS**. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day.

17.2 The Employer may, at its discretion, extend this deadline for submission of bids any time prior to opening of bids, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

Further the Employer also reserves the right to extend bid submission timeline or recall the tender if e- Procurement server is down (i.e. inaccessible / inoperative) for a prolonged period of time within the last 24 hours of the bid submission due date.

17.2.1 Notwithstanding above, the Employer may, at its discretion, extend the deadline for submission of soft part of the bids from 1100 hrs (IST) to 1500 hrs (IST) on the same day in case the bidder(s) faces difficulty in submission of bids on the e-Procurement portal even for reasons not attributable to the e-Procurement server. In such a case, the bidder(s) shall however, be required to send a written communication on the e-mail IDs mentioned below for the purpose before the deadline for submission of soft part of the bids i.e. 1100 hrs (IST) on the last day of the aforesaid deadline. Any request received by the Employer thereafter i.e. beyond 1100 hrs (IST) or received prior to the day of deadline for submission of soft part of the bids shall not be entertained under any circumstances. The time of receipt of such communication on the e-mail IDs mentioned below shall govern for the purpose of determining whether or not the communication has been received prior to the deadline for bid submission as stipulated. The bidder(s) may also note that the above recourse shall, however, be adopted only

once in the first such instance and no further extension on this account beyond 1500 hrs (IST) as above shall be given by the Employer.

The e-mail IDs for aforesaid purpose are mentioned in BDS:

18. Late Bids

18.1 The bidder shall not be permitted to submit the soft copy part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. The e-Procurement system would not allow any late submission of bids through the portal after due date & time as specified in BDS.

In case Hard copy part of the bid is received by the Employer after the deadline for submission of the same prescribed by the Employer in the BDS, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in line with the provisions of Bidding Documents. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission if Bid security in line with ITB 13.1, submission of hard copy part after the deadline for submission of the same prescribed by the Employer in the BDS, shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

19. Modification and Withdrawal of Bids

19.1 Bidder may modify its bids through the relevant provisions on the portal https://etender.powergrid.in. The Bidder may modify or withdraw its bid after submission, provided that modification is done on the portal as well as notice is received by the Employer prior to the deadline prescribed for bid submission.

19.2 The Bidder's modifications shall be done and submitted as follows:

(i) Modified Electronic form of the bid as per the provision of portal therein.

(ii) Soft copy of the entire bid if any modification is there.

19.3 Bidder may withdraw its bid through the relevant provisions of portal only.

19.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB

Clause 14. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub-Clause 13.6.

E. Bid Opening and Evaluation

20. Opening of First Envelope by Employer

20.1 The Employer will open the First Envelope i.e. Techno – Commercial Part in public, including withdrawals and modifications made pursuant to ITB Clause 19, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the **BDS**. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidder who have submitted their bid may view on line tender opening on the portal from their end. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day.

20.2 During the opening of bids, Envelopes marked "Withdrawal" shall be opened first. Bids withdrawn pursuant to ITB Clause 19 shall be not be opened.

20.3 For all other Bids, the bidders' names, deviation having cost of withdrawal, if any, the presence of bid security, Integrity Pact, Safety Pact and any such other details as the Employer may consider appropriate, will be get declared through the Portal by the Employer. Subsequently, all envelopes marked "Modification" shall be opened. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 18. Soft copy of the bids shall be send to archive unopened. However, opening of bid, whether or not accompanied with the Tender fee and/or bid security and/ or Integrity Pact and/or Safety Pact, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section-II.

On behalf of Employer, the Integrity Pact and Safety Pact will be signed by its representative at the time of Bid Opening. One original of the Integrity Pact and Safety Pact will be retained by Employer and the other original will be returned to the representative of the bidders present during bid opening. If the Bidder's representative is not present during the Bid Opening, the other original shall be sent to the bidder by post/courier.

20.4 The Employer shall prepare minutes of the bid opening in the form of Bid Opening Statement, including the information disclosed to those present in accordance with ITB Sub-Clause 20.3.

20.5 Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be send to archive unopened.

21. Clarification of Bids

21.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (o), (s), (t) and (u) or Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) & (e) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Demand Draft towards the cost of Bidding Documents pursuant to ITB 5.4, documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5 or 13.1, documentary evidence with regard to MSE owned by SC/ST entrepreneurs in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p), required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

In case of non submission of documents related to/identified in Attachment-11 {'Information regarding ex-employees of Employer in Bidder's firm'}, the Employer may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which Employer reserves the right to reject such bids. Employer shall be sole judge in this regard.

22. Preliminary Examination of <u>First Envelope</u>

22.1 The Employer will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

In case of non-submission of bid in the portal (soft copy part of the bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy part in original within

the stipulated deadline pursuant to ITB 17.1, its bid shall be considered as incomplete bid, which shall be summarily rejected.

Similarly, in case of non-submission of Hard copy part of the bid, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as incomplete bid.In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened. Such bids will be rejected during preliminary examination. However, in case of MSEs who are exempted from submission of Bid Security in line with ITB 13.1, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

22.2 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 6 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clause 24.

22.3 Prior to the detailed evaluation, the Employer will determine whether each bid is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-6 and/or in the Bid Form, Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

22.3.1 Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 21.2 (Completion Time Guarantee), 22 (Defect Liability), 23 (Functional Guarantee), 25 (Patent Indemnity), 26 (Limitation of Liability), 38 (Settlement of Disputes), 39

(Arbitration) and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as non-responsive.

22.3.2 Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in ITB Sub-Clause 22.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:

I. Bid Form
II. Attachment-6 : Deviations
III. Technical Data Sheet
IV. Any other part of the bid

Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to IV above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III to IV above), and so on.

22.4 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

23. Qualification

23.1 The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in Annexure – A (BDS) to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Qualification Requirement shall be final and binding.

Notwithstanding the above, criteria as per ITB Clause 23.2 shall also be required to be met.

The Employer also reserves the right to verify the Qualification data requirement by physical visit, and/or through Indian Embassy in case of data of foreign origin, or any other means as it may consider appropriate.

23.2 The determination will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder"s contract work in hand, future commitments & current

litigation and past performance including fatal accidents during execution of contracts that have been awarded by the Employer on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of Annexure -A (BDS).

The determination will also take into account the history of accidents in which the Bidder is involved in the contracts with the Employer as under:

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.

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 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.

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.

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.

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 accident shall be superseded by the aforesaid.

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.

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.

In case of a fatal accident in a contract awarded to and being executed by an Associate of Contractor, for the purpose of determining 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.

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.

23.3 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

23.4 An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and open the Second Envelope of the Bidder. A negative determination will result in rejection of the Bidder's bid.

23.5 In case of new bidders, assessment shall be done as per the provisions of Qualification Requirement for the Bidder, enclosed as Annexure-A (BDS) taking into consideration all relevant aspects. The bidder's

capacity and capability for award of Contract(s) shall be based on such assessment.

23.6 For all above purposes, Employer shall be sole judge in this regard.

24. Evaluation of Techno - Commercial Part (<u>First Envelope</u>)

24.1 The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to ITB Clause 9, and other requirements in the Bidding Documents, taking into account the following factors:

(a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 6 to the bid and those deviations not so identified; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

(b) achievement of specified performance criteria by the facilities

(c) compliance with the time schedule called for in the corresponding Appendix to the Form of Contract Agreement and evidenced as needed in a milestone schedule provided in the bid;

Time schedule (program of performance)

The plant and equipment covered by this bidding shall have the 'Taking Over' by the Employer after successful Completion within the period specified in **BDS**. Bidders are required to base their prices on the time schedule given in Appendix 4 to the Form of Contract Agreement (Time Schedule) or, where no time schedule is given in Appendix 4, on the Completion date(s) given above. No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.

(d) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services

(e) any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.

(f) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.

(g) details furnished by the bidder in response to the requirements specified in Volume-II of the Bidding Documents.

(h) The acceptability of the vendors and subcontractors proposed in Attachment 5 to be used by the Bidder will be evaluated. Should a vendor or subcontractor, for the items other than those covered under Annexure-A (BDS), be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.

24.2 Where alternative technical solutions have been permitted and offered in Attachment 7 to the bid, the Employer will make a similar evaluation of the alternatives, which will be treated in the technical and commercial evaluations as if they were base bids. Where alternatives are not permitted, but have in any event been offered, they shall be ignored.

25. Opening of Second Envelope by Employer

25.1 The Second Envelope i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 23 and 24. Such Bidders shall be intimated through portal only about the date and time for opening of Price Part i.e., Second Envelope of the Bids by the Employer. A negative determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Employer to such Bidders and the Second Envelope submitted by them shall be sent to archive unopened and the bid security shall be returned.

25.2 The Employer will open Second Envelope i.e., Price Part at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of Second Envelope. The bidders' representatives who are present shall sign a register evidencing their attendance. Bidders who have submitted their bid and found qualified as mentioned at para 25.1 above may view online tender opening on the portal from their end.

25.3 The bidders' names, the Bid Prices, including any alternative Bid Price or any discounts, and any such other details as per Electronic form filled in by the bidder on the portal will become viewable at the time of opening of bids. The prices and details as filled up in Electronic Form/Template by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section – II and considered for award of contract as provided in ITB Clause 31.

25.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 25.3.

25.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

26. Conversion to Single Currency

26.1 This shall not be applicable as domestic firms are required to quote the prices in Indian Rupees only.

27. Evaluation of Second Envelope (Price Part)

27.1 The Employer will examine the Price Parts (Second Envelopes) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Envelope are liable to be rejected.

27.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If

there is a discrepancy between words and figures, the amount in words will prevail.

If there is a discrepancy between the quantity specified by the Employer and the quantity indicated by the bidder in any price schedules, the quantity specified by the Employer shall prevail and shall be corrected accordingly.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Ex-works price component (by proportionately reducing Ex-works price of individual items), in case of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. If the bidder has left the cells for confirmation of HSN/SAC code and/or corresponding rate of GST "blank", the HSN/SAC code and/or corresponding rate indicated by the Employer shall be deemed to be the one confirmed by the Bidder. The GST rate and amount so ascertained by the Employer for the said HSN/SAC code shall prevail.

The rate of GST for the purpose of evaluation shall be the rate of GST as confirmed/deemed confirmed by the bidder for each item in the bid/schedules.

If there is difference in HSN/SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and HSN/SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST

reimbursable to the bidder/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

27.3 The comparison shall be on the total price in Price Schedule No. 6 (After Discount) and considering applicable discount offered by the bidder in different manner at s. no. 6 of "Letter of Discount", if applicable.

The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

The Employer's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 27.4 & 27.5.

27.4 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedule Nos. 1 through 5 (Second Envelope), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub-Clause 27.5 and in the Technical Specifications:

(a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of First Envelope, and other deviations and omissions not so identified;

(b) the functional guarantees of the facilities offered;

Bidders shall state the functional guarantees (e.g., performance, efficiency, consumption) of the proposed facilities, named in the **BDS,** in response to the Technical Specifications. Plant and equipment offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Technical Specifications to be considered responsive. Bids

offering plant and equipment with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

(c) the performance of the equipment offered;

Bidder shall state the guaranteed performance or efficiency of the Equipments, named in the **BDS**, in response to the Technical Specifications. Equipment offered shall have a minimum (or a maximum, as the case may be) level of guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

(d) the extra cost of work, services, facilities, etc., required to be provided by the Employer or third parties;

(e) any other relevant factors listed in **BDS**.

The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

27.5 Pursuant to ITB Sub-Clause 27.4, the following evaluation methods will be followed:

(a) Contractual and commercial deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. In arriving at the evaluated cost, towards deviations whether material or minor identified in the evaluation of First Envelope, the cost of withdrawal indicated by the bidder in Attachment-6 of the First Envelope will be used. If such a price is not given except for material deviation, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

In those cases, where the bidder has taken a material deviation but has not indicated the cost of withdrawal, the bid shall be treated as non- responsive and shall not be considered further.

(b) Functional Guarantees of the facilities

For the purposes of evaluation, the adjustment specified in the Technical Specifications will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder, below (or above) either a norm of one hundred (100) or the value committed in the responsive bid with the most performing functional guarantees, as specified in the Technical Specifications.

(c) Performance Guarantees of the Equipments

For the purposes of evaluation, the adjustment specified in the **BDS** will be added to the bid price.

(d) Work, services, facilities, etc., to be provided by the Employer

Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the Bidding Documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

27.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders and rectified as per ITB Sub Clause 27.2 shall remain unaltered.

28. Purchase/ Domestic Preference

28.1 Purchase Preference as admissible under the policy of Government of India in vogue will be allowed to Central Public Sector Enterprises in evaluation and comparison of bids.

29. e-Reverse Auction (e-RA)

29.1 The electronic Reverse Auction (e-RA) shall be conducted for further reduction in the price in the manner as indicated herein below.

29.2 Based on "Evaluated Bid Price" determined pursuant to ITB Sub Clause27.6, the Bidders shall be ranked in an ascending order. Basis such ranking, the lowest ranked N/2 bidders (in case "N' is even) or (N+1)/2 bidders (in case 'N' is odd), subject to minimum of three (03) bidders, shall be invited to participate in the e-Reverse Auction (e-RA), where 'N' is the number of bidders whose bids have been found

to be responsive and their "Evaluated Bid Price" has been determined in accordance with ITB Sub Clause 27.6.

29.3 However, in case only bids of two bidders are found to be responsive whose "Evaluated Bid Price" has been determined in accordance with ITB Sub Clause 27.6, the e-RA would be carried out with both the parties.

29.4 The Applicable Ceiling Price for e-RA for bidders shall be "Evaluated Bid Price" determined in accordance with ITB Sub Clause27.6.During e-RA, these Bidders shall be permitted to place their prices lower than the Applicable Celling Price.

29.5 The e-RA shall be conducted on a designated electronic platform of any Application Service Provider (hereinafter referred to as "ASP"), for and on behalf of the Employer.

29.6 The ASP, as and when authorized by the Employer, will intimate the bidders, regarding details of electronic platform, procedure/ modality of e-RA process and other details, prior to e-RA.

29.7 Notwithstanding above, the bidder(s) who either do not submit the requisite compliances for e-RA do not participate in e-RA, their original price bid as opened, if valid, shall be considered for evaluation.

29.8 The Employer shall be the sole judge in this regard.

30. Confidentiality and Contacting the Employer

30.1 After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to its bid, it should do so in writing.

30.2 Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Employer shall be the sole judge in this regard.

F. Award of Contract

31. Award Criteria

31.1 Subject to ITB Clause 32, the Employer will award the contract to the successful Bidder (also referred to as the L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in Annexure-A (BDS) to perform the contract satisfactorily.

31.2 The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid.

At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed in Attachment 6 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and his bid security forfeited.

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.

31.3 The Employer reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.

31.4 The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Sub-Clause 2.1 and briefly indicated below:

31.4.1 The award shall be made as follows:

(i) First Contract *(Supply of Goods)*: For Ex-works supply of all equipments and materials including mandatory spares and Type Tests to be conducted (whether in India or abroad).

(ii) Second Contract *(Supply of Services)*: For providing all services i.e. inland transportation for delivery at site, In-transit insurance, unloading, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipments supplied under the "First Contract", Training to be imparted (whether in India or abroad) and any other services specified in the Contract Documents.

Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

32.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

33.2 The Employer shall publish the results on its website, identifying the bid and Specification numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices displayed as per e-form at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Employer will promptly discharge the bid securities, pursuant to ITB Sub-Clause 13.4 & 13.5.

34. Signing the Contract Agreement

34.1 At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

34.2 The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award and the successful Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter.

35. Performance Security

35.1 Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for 10% (Ten percent) of the contract price plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the **BDS** and in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents. The performance security of a joint venture shall be in the name of joint venture.

35.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

36. Fraud and Corruption

It is the Employer's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

(a) defines, for the purpose of this provision, the terms set forth below as follows:

(i) "Corrupt Practice" means offering, giving, receiving, or soliciting anything of value to influence the action of Employer official(s) in the procurement process.

(ii) "Fraudulent Practice'" means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the Employer, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive Employer of the benefits of competitive prices.

(iii) "collusive practice" shall also include an arrangement between two or more parties designed to achieve an

illegitimate purpose to the detriment of interest of Employer.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "Obstructive practice" means

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,

or

(bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(d) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.

----- End of Section-II (ITB) ----

SECTION – III

BID DATA SHEETS (BDS)

BID DATA SHEETS (BDS)

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the Instruction to Bidders (ITB):

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	The Owner is: Power Grid Corporation of India Limited, North Eastern Region Transmission System, Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya) **Mobile: +91 7002775114/ +91 9436335254** Email Address: mishraniraj@powergrid.in nm.safiulla@powergrid.in
2.	ITB 1.1	The Employer is: Power Grid Corporation of India Limited, North Eastern Region Transmission System, Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya) **Mobile: +91 7002775114/ +91 9436335254** Email Address: mishraniraj@powergrid.in nm.safiulla@powergrid.in Bidder shall note that all the correspondences shall be made to POWERGRID only.
3.	ITB 1.1	Supplementing ITB 1.1 with the following: For the purpose of execution of the contract, the contractual activities shall be performed by the Employer "for and on behalf of the Owner" except in cases where the Owner itself is statutorily required to do so.
~~4.~~	~~ITB 2~~	~~**Supplementing ITB clause 2:**~~ ~~For this package, Bid from Joint Venture is not permitted.~~
5.	ITB 2.1, 2.2, 2.3 & 3.2	Replace the word "Employer" with "Employer/Owner'.
6.	ITB 2.1	**Replace ITB 2.1 with the following:** 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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		registered and incorporated in India and those bidders with whom business is banned by the Employer. Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids as per ITB 17 and at the time of Notification of Award as per ITB 33. However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects. For the aforesaid purpose, (i) "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical persons not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process (ii) "Bidder from a country which shares a land border with India" for this purpose means: a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above (iii) The beneficial owner for the purpose of (ii) (d) above will be under: 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together , or through one or more juridical person, has

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		controlling ownership interests or who exercises control through other means Explanation- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreement or voting rights; 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals; 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. An Agent is a person employed to do any act for another, or to represent another in dealings with third person. Further, the successful Bidder shall not allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. **This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		The Bidder shall in its bid submit a certificate in compliance to DoE order as per the given format. Further, the firm 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 **16/11/2021** issued by Ministry of Power (MoP Order) and subsequent modifications/amendments if any. **Presently, the local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 60%.** **Firms who are not 'Class-I local supplier' shall not be eligible to bid.** **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 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. Further, in case price reduction during e-RA, the 'Class –I local supplier' shall ensure that the item offered meets the Local Content requirement considering the revised prices.** 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. Firms, 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

<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>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:

<table>
<tr><td>Sr. No.</td><td>Event</td><td>Period for which bid(s) shall be considered as non-responsive/ not eligible</td></tr>
<tr><td>1.</td><td>Termination# of Contract due to Contractor's default</td><td>1 year</td></tr>
<tr><td>2.</td><td>Encashment of CPG due to non-performance</td><td>1 year</td></tr>
<tr><td>3.</td><td>Repeated failure of major Equipment while in service</td><td>1 year</td></tr>
<tr><td>4.</td><td>Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract</td><td>1 year</td></tr>
<tr><td>5.</td><td>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>1 year</td></tr>
<tr><td>6.</td><td>Firm has been referred to NCLT under Insolvency & Bankruptcy Code (IRP has been appointed or Liquidation proceedings have been initiated under IBC)</td><td>Till the firm comes out of Resolution process</td></tr>
</table>

Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination

For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.

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

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

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

The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and</td></tr>
</table>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		binding.
7.	ITB 3	**Replace ITB 3 with the following:** **Eligible works and facilities** 3.1 For the purposes of these Bidding Documents, the words "facilities," "works" etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract. 3.2 All plant and equipment to be supplied and works carried out under the contract shall have their origin in any country barring those countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Employer. 3.3 For purposes of this clause, "origin" means the place where the plant and equipment or component parts thereof are mined, grown, or produced. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. 3.4 The origin of the plant, equipment, and services is distinct from the nationality of the Bidder.
8.	ITB 5.1	**Replace ITB 5.1 with the following:** The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto: VOLUME – I: Conditions of Contract Section I Invitation for Bids (IFB) Section II Instructions to Bidders (ITB) Section III Bid Data Sheet (BDS) Section IV General Conditions of Contract (GCC) Section V Special Conditions of Contract (SCC) Section VI Sample Forms and Procedures (FP) 1. Bid Form & Price Schedule 1.1 Bid Form 1.2 Price Schedule

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		2. Bid Security Form 3. Form of Notification by the Employer to the Bank 4. Form of 'Notification of Award of Contract' 5. Form of Contract Agreement 5.1 Appendix-1: Terms and Procedures of Payment 5.2 Appendix-2: Price Adjustment 5.3 Appendix-3: Insurance Requirements 5.4 Appendix-4: Time Schedule 5.5 Appendix-5: List of Approved Subcontractors 5.6 Appendix-6: Scope of Works and Supply by the Employer 5.7 Appendix-7: List of Document for Approval or Review 5.8 Appendix-8: Guarantees, Liquidated Damages for Non-Performance 5.9 Appendix-9: Contract Co-ordination Procedure 5.10 Appendix-10: Break-up of Contract Price for On-Account Payment Purpose 5.11 Integrity Pact 5.12 Safety Pact 6. Performance Security Form 7. Bank Guarantee Form for Advance Payment 8. Form of Taking Over Certificate 9. Form of Extension of Bank Guarantee 10. Form of Power of Attorney for Joint Venture 11. Form of Joint Venture Agreement 12. Format for Evidence of Access to or Availability of Credit/ Facilities 13. Form of Safety Plan to be submitted by the Contractor within thirty days of award of contract 14. Indenture for secured advances 15. Model Rules for Labour Welfare 16. Register of Workmen 17. Employment Card 18. Rate Slip 19. Register of deductions for Damages or loss caused to the Employer by the Neglect or default of the employed persons. 20. Safety Code 21. Proforma for material Accounting 22. Form for Information to be furnished by the Contractor in respect of the Procurement made from MSE Vendors 23. Format of value- addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the Domestic Manufacturer (to be submitted during contract execution). 24. Format of Authorization Certificate issued by

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		domestic manufacturer for selling Domestically Manufactured Iron & Steel Products. 25. Format of Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products.
9.	ITB 5.4	**Supplementing Sub Clause 5.4:** The nonrefundable fee towards the cost of Bidding Documents shall be **INR 25,000/-**
10.	ITB 5.5	**Supplementing ITB 5.5 with the following:** The Ministry of Micro, Small and Medium Enterprises, vide Gazette Notification S.O. 4926(E) dated 18/10/2022, have notified that in case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change. The bidders coming under the ambit of said notification are eligible for benefits as offered to MSEs under the subject package(s). This shall be subject to production of documentary evidence in this regard. The above-mentioned notification shall be applicable to the upward change took place in the status of Udyam Registered enterprises only.
11.	ITB 6.1	**Address of the Employer:** Power Grid Corporation of India Limited, North Eastern Region Transmission System, Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya. Kind Attn.: **Sr.GM(C&M)/DGM(C&M) Group-I** Power Grid Corporation of India Limited, North Eastern Region Transmission System, Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya) **Mobile: +91 7002775114/ +91 9436335254** Email Address: mishraniraj@powergrid.in nm.safiulla@powergrid.in
12.	ITB 6.1	Replace line 9 to 14 of para 6.1 as below: The Employer will respond through the portal https://etender.powergrid.in to any request for clarification or modification of the Bidding Documents that it receives no later than

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Seven (07) days prior to the original deadline for submission of bids prescribed by the Employer.
13.	ITB 6.2	Replace the existing clause by following: It is, however, imperative for each Bidder to satisfy himself completely of all local conditions at the specified location(s), the form and the nature of the site. The Bidders, if they consider it necessary, have the permission of the Owner, to carry out surveys and soil investigations for aforesaid purpose at their own cost. In addition the Bidders are expected to apprise and assess any problems relating to the means of access to the site, the accommodation they may require and its availability, besides any other aspects including financial implication affecting the execution of the work(s) covered under these documents and specifications. A Bidder shall be deemed to have full knowledge of the site (whether he inspects or not) and no claim whatsoever on this account at any stage shall be entertained. Submission of Bid by a Bidder implies that he has read all the Bidding/Tender Documents and has made himself fully aware of the scope and specifications of the work to be done and of conditions as well as of local conditions and other factors which may have bearing on the execution of the works.
14.	ITB 6.4	**Venue, date and time for Pre-bid Meeting:** The Bidder's designated representative are invited to attend a pre-bid meeting, which will take place at the venue and time as given below: **---Informed Separately -----**
~~15.~~	~~ITB 9~~	~~**Supplementing ITB clause 9**~~ ~~For this package, Bid from Joint Venture is not permitted.~~
16.	ITB Clause 9 I (viii)	**Supplementing Sub-Clause ITB 9 I (viii) with the following:** (a) Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) 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, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP order.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
17.	ITB Clause 9.1 (b) vii	**Supplementing Sub-Clause ITB 9.1(b) (vii) with the following:** (a) Bidders shall also submit (i) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (ii) 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, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP order.
18.	ITB 9.2	Alternative bids shall not be permitted.
19.	ITB 9.3	**Supplementing ITB clause 9.3 with the following:** Bidder is required to provide complete and precise information in the bid along with supporting documentary evidences, as applicable. The bidder should attach separate sheet(s) in case space provided is not sufficient. Incomplete, partially complete, not clearly filled bid giving incorrect information is liable to be rejected without any consideration. Where the answer is a statement of fact it must be accurate and supported by documentary evidence wherever required. It is the bidder's responsibility to respond with such clarity that will ensure POWERGRID not to misinterpret the bid.
20.	ITB 9.3 (c)	**Replace ITB 9.3 (c) with the following** Attachment 3: Bidder's Eligibility and Qualifications (*Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification. In case of Joint Venture bid, submission of Hard Copy in "Original" of the JV Agreement and POA for JV*) …… However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer's tenders for a period of 1 to 3 years, as considered appropriate and its **Contract Performance Guarantee** shall be forfeited besides taking other actions as deemed appropriate **inter-alia considering bid submitted by the Bidder in future packages as non-responsive in line with ITB 13.6.** ……

Sl. No.	ITB Clause Ref. No.	Bid Data Details
21.	ITB 9.3 (q)	**Replace Sl. No. (i) of ITB 9.3 (q) with the following:** Certificate from their Banker(s) (as per prescribed formats in Form 12, Section-VI: Sample Forms and Procedures) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidder's Bankers.
22.	ITB 9.3 (q)	**Supplementing ITB 9.3(q) with the following**: (vi) Bidder shall also furnish information/documentation in support that the Bidder have adequate design infrastructure and erection facilities and capacity and procedures including quality control related to the work. (vii) The Bidder shall furnish the CV and experience details of a project manager with 15 years experience in executing such contract of comparable nature including not less than five years as manager. (viii) Any other information which the bidder intends to furnish. *Scanned copy of above documents shall be uploaded (refer para 15.4 below).*
23.	ITB 9.3 (v) to 9.3 (aa)	**Add new Clauses ITB 9.3(v), ITB 9.3(w), ITB 9.3 (x), ITB 9.3 (y), ITB 9.3 (z) and ITB 9.3(aa) as follows:** (v) **Attachment 21: Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII Order and MoP order, if applicable** (*submission of Hard Copy in 'Original'*), *to be submitted on a non-judicial stamp paper of Rs. 100/-.* In line with the PPP-MII Order and MoP order, the bidder shall submit the Affidavit of self-certification, in original, certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order 2017, on a non-judicial stamp paper of Rs. 100/-. Further, Self-certification submitted by the Bidder may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact**.** Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		regard to verification/action of the certificate. (**w) Attachment 22: 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** *(submission of Hard Copy in 'Original') to be submitted on the letter head of the auditor/ cost accountant/chartered accountant*. In line with the PPP-MII Order and DoT order, the bidder shall submit 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, if applicable, on the letter head of the auditor/chartered accountant. Further, auditor's/ accountant's certificates (as the case may be) submitted by the Bidder may be may be verified randomly by the committee constituted as per PPP-MII Order and MoP order. In case of false documents / misrepresentation of the facts, requisite action against such Bidder will be taken based on the recommendation of the Committee and in line with provisions of the Integrity pact. Bidder may note that the other directions of Nodal Ministry as identified under PPP-MII Order shall also be suitably considered in regard to verification/action of the certificate. (x) **Attachment 23: Undertaking by the bidder regarding Compliance of DMI&SP policy** Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published "*Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement*" (hereinafter **DMI&SP policy**). The bidder shall comply with the guidelines specified in the policy, including subsequent amendments/ modifications, if any. In support of the adherence, the bidder shall furnish in its bid an Undertaking declaring that bidder shall comply with the requirement of DMI&SP policy including its subsequent amendments issued from time to time. Further, bidder shall undertake that in case of award, requisite Affidavit of self-certification regarding Domestic Value Addition and/or Authorization certificate from the domestic manufacturer/ supplier of iron and steel products (*whose HS codes are falling in Appendix-A of the DMI&SP policy as revised from time to time*) included in the BoQ/ scope of the package shall be submitted by

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		bidder to Employer before supply of the said iron and steel products required under the contract. Bidder's failure to submit the '**Undertaking by the bidder regarding Compliance of DMI&SP policy'** along with the Bid or subsequently pursuant to ITB Sub-Clause 21.1 shall lead to outright rejection of the Bid. Further, violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder in this regard shall be dealt in line with provisions of the Integrity Pact signed between the bidder and POWERGRID. (y) **Attachment 24:** Compliance to the process related to the e-RA Terms & Conditions and the Business Rules governing the e-RA. (z) **Attachment 25:** Declaration by the Bidder regarding events encountered pursuant to ITB Clause 2.1 (aa) **Attachment 26:** Certification by the Bidder as per DoE Order in line with ITB Clause 2.1
24.	ITB 11.3	**Replace the existing clause with the following:** Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedule. Where no Price Schedules are included in the Bidding Documents, Bidders shall present their prices in the following manner: Separate numbered Schedules shall be used for the following elements. The total amount from schedule 1 shall be summarized in a grand summary of Price Proposal (Schedule 3) giving the total bid price(s) to be entered in the Bid Form. Schedule 1 : Price Components (Price Break-up) Schedule 2 : Taxes and Duties not included in Schedule 1 Schedule 3 : Grand Summary The prices that are quoted and indicated in the Price Schedules shall include inter-alia, all costs such as cost of necessary materials, their transportation to site, cost towards tools, equipment and machineries including cost of personnel that may be required for successful completion of the work as per the technical specifications, Volume-II of the bidding documents including cost of site arrangement, overheads,

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		insurance, whatsoever, as stipulated in the bidding documents for the total scope of work.
25.	ITB 11.4	**Replace the existing clause 11.4 with the following:** In the schedules, Bidder shall give the required details and a breakdown of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations, in the schedules as follows: a) The Charges quoted in Schedule-1 shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, provision of operations and maintenance manuals, etc. wherever identified in the Bidding Documents as necessary for the proper execution of all services. The price quoted in respect of all items in the above schedule shall be excluding GST. b) To facilitate the bidders, Employer has indicated an SAC code and rate of GST against each item in the Price Schedule except for lumpsum quantities/lot/Set as mentioned at ITB 11.3.3. It shall entirely be the responsibility of the bidder to check the SAC code and rate of GST given against each item. The bidder may either confirm the HSN and rate of GST or if the bidder opts to classify the item in question under a different SAC code or opts to indicate a different rate of GST, bidder may indicate the same in the columns provided. The bidders shall solely be responsible for SAC classification and the rate of GST for each item. Employer's liability for reimbursement of GST shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item. c) Total GST on Supply of Services shall be indicated in Schedule -2. d) The Input Tax Credit (ITC) available, if any, under the GST law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price. e) The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement mentioned in Section – IV: General Conditions of Contract (GCC) and Appendix-3: Insurance Requirements to Form of Contract Agreement as contained in Section VI: Sample Forms and Procedures (FORMS) of the Bidding Documents. Bidder shall further note that the Employer shall not be liable to make any payment/ reimbursement to the Contractor whatsoever for insurance of Contractor"s Plant and Machinery.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		f) The bidder shall fill up only the marked cell (shaded in green colour) in the work sheets of Schedule 1 and Discount. Bidder shall not carry out any modification or changes in any other cell. Required calculations will be carried out automatically in the respective work sheets of Schedule-3(Grand Summary), Schedule-3 (After Discount) (Grand Summary after discount) and Bid Form. g) Bidders may like to ascertain availability of exemptions, reductions, allowances or benefits in case of goods and services to be supplied to the Employer. They shall solely be responsible for obtaining such benefits, and in case of failure to receive such benefits for any reasons whatsoever, the Employer will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect in Attachment 17 as per the format enclosed in the Bidding Documents. Further, if issuance of the necessary certificate for availing such exemptions, reductions, allowances or benefits is permitted and is required to be issued by the Employer in line with the relevant policies, rules and procedures of Govt. of India in vogue, the same shall be considered for issuance by the Employer, provided the Bidder explicitly indicates in their bid that they have quoted prices after considering the applicable concessional duty/exemption. However, the Bidder alone shall be responsible for obtaining any benefits there from as may be admissible under Govt. policies/procedures and in case of their failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will neither be responsible nor be liable to compensate the Contractor, and the Employer shall have no financial liability on this account. Where the Bidder has quoted taking into account such benefits, he must give all information required for issuance of such certificate in terms of the relevant notifications of the Govt. of India along with his bid in Attachment 17. In case bidder has not indicated such information or has indicated "to be furnished later on" in Attachment 17, the same shall be construed to mean that no benefit has been passed on by the bidder to the Employer, and the Employer shall not issue any certificate to the contractor for availing the same even if admissible. h) Employer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.
26.	ITB 11.4.1	**Replace the existing clause 11.4.1 with the following:**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		To enable the bidders for effecting reductions in the prices already filled up in Price Schedule by way of discounts, the work sheet titled 'Letter of Discount' is included as part of price Schedule. Bidder can effect the reductions by filling up the discount either on lump sum basis or percent basis. The Bidder may note that in case he chooses to offer multiple discounts as per Sl. No. 1 to 2 in the work sheet "Letter of Discount", all discounts shall be applicable simultaneously on the base prices of respective items on which the bidder has offered the discount(s) i.e., all the discounts shall be considered together on the Quoted Prices of such items (as quoted by the bidder without discount). Accordingly, the reduced prices shall be displayed in the work sheet "Sch-3 (After Discount)"
27.	ITB 11.4.2 & ITB 11.4.3	**Add new Clauses ITB 11.4.2 and ITB 11.4.3:** 11.4.2 The extent of deviations and variations and pricing shall be as per the provision of clause 15 of GCC, Vol. I. For the items above ground level, the rates shall remain valid upto a variation of 25% in the quantity of individual item and for items below the ground, the above limit is 100% for individual items. However, the limit of deviations for overall contract value shall be 25%. 11.4.3 Rates for all items, involving bricks, stone aggregate, moorum, red bazri, cement and Reinforcement steel shall be quoted inclusive of cost of brick, stone aggregate, moorum, red bazri, cement and Reinforcement steel.
28.	ITB 13.1	**Supplementing ITB clause 13.1 with the following:** **Amount of Bid Security: INR 19,15,000/-**
~~29.~~	~~ITB 13.2~~	~~**Supplementing Sub-Clause ITB 13.2 with the following:**~~ ~~The Bid Security shall be in favour of M/s Power Grid Corporation of India Limited payable at Shillong.~~ ~~Bid Security shall be valid upto xx/06/2025, or any other date as subsequently requested under ITB Sub Clause14.2~~
30.	ITB 14.2	**Replace ITB 14.2 with following:** In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by cable. A Bidder may refuse the request, in which case provision of non-responsiveness in future packages as per ITB 13.6 shall not be applicable A Bidder granting the request will not be required or permitted to modify its bid.

<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td>31.</td><td>ITB 15.1 (ii) (g)</td><td>Supplementing ITB clause 15.1 (ii)(g) with the following:

(h) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page and 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, if applicable, duly signed and stamped on each page, in line with PPP-MII Order and MoP order.</td></tr>
<tr><td>32.</td><td>ITB 15.4</td><td>Replace the List of documents to be scanned & uploaded on the portal mentioned in ITB Clause 15.4 as below:

<table>
<tr><th>S. No.</th><th>Description of Documents</th><th>Name of File to be uploaded on the portal</th></tr>
<tr><td>1.</td><td>Power of Attorney</td><td>poa.pdf</td></tr>
<tr><td>2.</td><td>DD against Bidding Document fee</td><td>dd.pdf</td></tr>
<tr><td>3.</td><td>Constitution of legal status</td><td>legal.pdf</td></tr>
<tr><td>4.</td><td>Declaration for anticipated change in legal structure/ ownership</td><td>decl_legal.pdf</td></tr>
<tr><td>5.</td><td>The principal place of business</td><td>principal.pdf</td></tr>
<tr><td>6.</td><td>The place of Incorporation or the place of registration and the nationality of the owner</td><td>incorporation.pdf</td></tr>
<tr><td>7.</td><td>Technical Experience certificate issued by utility</td><td>techexp.pdf</td></tr>
<tr><td>8.</td><td>Financial Balance Sheets (for last five years)</td><td>balsheet.pdf</td></tr>
<tr><td>9.</td><td>Declaration in regard to Financial re-structuring</td><td>Decl_Fin_re_struc.pdf</td></tr>
<tr><td>10.</td><td>Bank Certificate</td><td>bank.pdf</td></tr>
<tr><td>11.</td><td>Manufacturer Authorization</td><td>manuauth.pdf</td></tr>
<tr><td>12.</td><td>Work Schedule (BAR Chart)</td><td>barchart.pdf</td></tr>
<tr><td>13.</td><td>Guarantee Declaration</td><td>guarantee.pdf</td></tr>
<tr><td>14.</td><td>Documentary Evidence for Base Price Indices</td><td>pvindex.pdf</td></tr>
<tr><td>15.</td><td>Cancelled Cheque</td><td>cheque.pdf</td></tr>
<tr><td>16.</td><td>MSE_registration certificate</td><td>MSE_registration certificate.pdf</td></tr>
<tr><td>17.</td><td>MSE owned by SC/ST entrepreneurs</td><td>MSE_SC-ST certificate.pdf</td></tr>
<tr><td>18.</td><td>MSE owned by women</td><td>MSE_Women certificate.pdf</td></tr>
<tr><td>19.</td><td>Online Payment Acknowledgement</td><td>Tender_fee_receipt.</td></tr>
</table>
</td></tr>
</table>

<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><td></td><td>towards Bidding Document fee</td><td>pdf</td></tr>
<tr><td>20.</td><td>Online Payment Acknowledgement towards Bid Security</td><td>Bid_Security_receipt .pdf</td></tr>
<tr><td>21.</td><td>Other Documents</td><td>other.pdf</td></tr>
</table>
</td></tr>
<tr><td>33.</td><td>ITB 16.1</td><td>Supplementing Envelope-4 of ITB 16.1 with the following:

Power of Attorney, Affidavit of Self certification regarding Minimum Local Content under PPP-MII Order and MoP order, if applicable, Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII Order and MoP order, if applicable.</td></tr>
<tr><td>34.</td><td>ITB 16.2(a), ITB 16.2(b), ITB 17.1, and ITB 20.1</td><td>The deadline for <u>Soft copy part of the</u> <u>bid</u> submission is

Date: 26/07/2024.

[Time: 1100 hrs. [Indian Standard Time (e-procurement server time)]. Bid submission timelines will be defined as per the e-Procurement server clock only.

Address for submission of Hard copy of Documents;

Address in Person or by Post:

Sr.GM(C&M)/GM(C&M) Group-I
Power Grid Corporation of India Limited,
North Eastern Region Transmission System,
Dongtieh, Lower Nongrah,
Lapalang, Shillong – 793 006 (Meghalaya)
Mobile: +91 7002775114/ +91 8751050458.

Deadline for submission of Hard copy of Documents

Date:26/07/2024.

Time: up to 11:00 hours [Indian Standard Time (e-procurement server time)]

<u>Address for Bid Opening</u>:
Power Grid Corporation of India Limited,
North Eastern Region Transmission System,
Dongtieh, Lower Nongrah,
Lapalang, Shillong – 793 006 (Meghalaya).

Time and date for Bid Opening – First Envelope:
Date : 26/07/2024.</td></tr>
</table>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Time: 11:30 hours (Indian Standard Time) (a) Bid Title: …… *(insert Name of the Package & Specification No.)* …… **FIRST ENVELOPE** (a) Do not open before 11:30 hours (Indian Standard Time) on 26/07/2024.
35.	ITB 17.1	**Supplementing ITB clause 17.1 with the following:** Hard Copy of the following shall also be submitted along with the first envelope: (i) Bidding Document fee /documentary evidence in support of exemption of Bidding Document fee (ii) Bid Security/ documentary evidence in support of exemption of Bid Security (iii) Integrity Pact (iv) Undertaking for extended warranty (in Original), if applicable; (v) Affidavit of Self certification regarding Minimum Local Content under **PPP-MII Order and MoP Order**, if applicable, duly signed and stamped on each page in line with PPP-MII Order and MoP Order. (vi) Certificate from statutory auditor/cost auditor/cost accountant/chartered accountant, giving the percentage of Local Content, under PPP-MII Order and MoP order, if applicable.
36.	ITB 17.2.1	**Supplementing ITB clause 17.2.1 with the following:** **The e-mail IDs are as follows:** mishraniraj@powergrid.in nm.safiulla@powergrid.in
37.	ITB 19.2	**Replace the clause ITB 19.2 with the following:** The Bidder's modifications shall be done and submitted as follows: ~~(i) VOID~~ (ii) Soft copy of the entire bid if any modification is there.
38.	ITB 19.4	No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the Bidder's **bids in future packages being considered non-responsive**, pursuant to ITB Sub-Clause 13.6
39.	ITB 21.1	**Replacing first Para of ITB clause 21.1 with the following:**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (o), (s), (t), (u), (v), (w), (x), (y), (z) and (aa) or Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) & (e) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), Demand Draft or Online Payment Acknowledgement towards the cost of Bidding Documents pursuant to ITB 5.4, **Online Payment acknowledgement towards Bid Security (in cases where online payment has been made prior to the deadline for submission of hard copy part of the bids),** documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5,documentary evidence with regard to MSE owned by SC/ST entrepreneurs or women in line with Public Procurement Policy for MSEs pursuant to ITB 9.3(p), required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.
40.	ITB 22.3.1	**Replacing ITB clause with the following:** Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law), 41.0 (Contractor's Responsibility), 55.0 (Terms of Payment), 8.3 (Performance Security), 6.0 (Taxes and duties), 13.0 (Completion Time Guarantee), 40.0 (Defect Liability), 20.5 (Patent Indemnity), 61.0 (Limitation of Liability), 57.0 (Settlement of Disputes), 59.0 (Arbitration), 62 (Conciliation) and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as non-responsive.
41.	ITB 23.2	**Supplement ITB clause 23.2 with the following:** 23.2.1 The determination shall also take into account the assessment of Bid Capacity of a bidder before considering them for award of contract(s). Such Bid Capacity for regulating award of contract(s) on a bidder during any Financial Year (i.e. April to March) shall be subject to the condition that aggregate of the **annualized requirement specified at para A, B, & C below, which corresponds to** various packages to be considered for award [shall mean the package(s) for which award has been placed on that Bidder/ Bidder is under the zone of consideration for award of the package(s)] during such Financial Year (i.e. April to March), shall not exceed 1.5 (one and half) times the Average Annual Turnover (AAT) of the Bidder worked out in the manner as specified in

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Qualification Requirement for the Bidder (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents): **A. For packages under TBCB:** 40% of Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents) shall be considered for analyzing the available Bid Capacity till POWERGRID emerges as the successful bidder of the TBCB project. Thereafter, 100% of such value worked out based on the Award value of the package shall be considered for analyzing the available Bid Capacity. B. **For packages* whose actual date of opening of First Envelope/Technical bids is on or before 23rd September 2023:** For all such packages, Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents) of the package(s) shall be divided by a normative figure of 1.18 for considering the same for above purpose. **excluding those packages under TBCB wherein POWERGRID has emerged as the successful bidder of the TBCB project.* C. **For packages other than those covered under (A) and (B) above:** Minimum Average Annual Turnover (MAAT) requirement specified in Qualification Requirement (Annexure-A(BDS), Section-III, Volume-I of Bidding Documents) of the package shall be considered for analyzing the available Bid Capacity of the bidder. However, the award of contracts as above shall be further restricted to the Balance Bid Capacity (i.e., Bid Capacity net of works under execution), as declared by the bidder itself in its bid as per clause ITB 23.2.1.1 below.
		23.2.1.1 Pursuant to clause ITB 23.2.1, the award of contract on a bidder shall be further restricted based on Balance Bid Capacity of a Bidder. The Balance Bid Capacity shall be based on declaration by Power of Attorney Holder and KMP of the bidder in the bid based on the following formulae: Balance Bid Capacity (in Rs) = 3T-B, where T = Maximum value of civil works executed in any one financial year during the last 5 financial years taking into account the completed as well as the works in

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		progress B = Value of existing commitments and ongoing similar works yet to be completed as on the 1st date of quarter of the financial year in which the bids are opened. **For packages under TBCB, 40% of the corresponding figure/value of the package shall be considered for analyzing available Bid Capacity till POWERGRID emerges as the successful bidder of the TBCB project. Thereafter, 100% of such value shall be considered for analyzing the available Bid Capacity.** 23.2.1.2 The Employer may, seek clarification/ details related to Balance Bid Capacity, as may be considered appropriate. 23.2.1.3 VOID 23.2.2 Notwithstanding the above, in case any of the event(s) as per ITB Clause 2.1 is encountered afresh even prior to opening of Second Envelope/Price Part Bid of any package, the bid of such bidder shall be considered as non-responsive/not eligible for that package. For the above purpose, the bidder shall also submit a declaration in Attachment-25. 23.2.3 VOID 23.2.4 The Bidder shall note that if at any stage, they have been found to resort to unethical practices inter-alia including any misrepresentation of facts, submission of false and/ or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer's tenders for a period of 1 to 3 years, as considered appropriate and its Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate

<table>
<tr><th>Sl. No.</th><th>ITB Clause Ref. No.</th><th>Bid Data Details</th></tr>
<tr><td>42.</td><td>ITB 24.1 (c)</td><td>The Time for Completion:

<table>
<tr><td>Activities</td><td>Duration in months from the effective date of Contract</td></tr>
<tr><td>Taking Over by the Employer upon successful Completion of:</td><td></td></tr>
<tr><td>PACKAGE-F :: Demolition & Re-construction of Residential buildings at Dimapur substations in NER under O&M Add Cap 2019-24.
Spec. No.: NESH/CSM/PRANIT/G1/1500-1314/NIT</td><td>24
(Twenty Four Months)</td></tr>
</table>
</td></tr>
<tr><td>43.</td><td>ITB 27.2</td><td>Replace ITB 27.2 with the following:

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

If there is a discrepancy between the quantity specified by the Employer and the quantity indicated by the bidder in any price schedules, the quantity specified by the Employer shall prevail and shall be corrected accordingly.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount or lumpsum discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e. proportionately on each price component], in the event of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be</td></tr>
</table>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. If the bidder has left the cells for confirmation of SAC code and/or corresponding rate of GST "blank", the SAC code and/or corresponding rate indicated by the Employer shall be deemed to be the one confirmed by the Bidder. The GST rate and amount so ascertained by the Employer for the said SAC code shall prevail. The rate of GST for the purpose of evaluation shall be the rate of GST as confirmed/deemed confirmed by the bidder for each item in the bid/schedules. If there is difference in SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item. The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above. If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the bid submitted by the Bidder for futures packages will be considered non-responsive in line with ITB 13.6.
44.	ITB 27.3	**Replace first para of ITB 27.3 with the following:** The comparison shall be on the total price in Price Schedule No. 3 (After Discount) and considering applicable discount offered by the bidder in different manner at "Letter of Discount", if applicable.
45.	ITB 27.4	**Replace ITB 27.4 with the following:** The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedule No. 1 (Second Envelope), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub-Clause 27.5 and in the Technical Specifications: ……
46.	ITB 27.4 (b)	Deleted as Functional Guarantees are not applicable.

Sl. No.	ITB Clause Ref. No.	Bid Data Details
47.	ITB 27.5 (b)	Deleted as Functional Guarantees are not applicable.
48.	ITB 28.1	**Supplementing Sub Clause ITB 28.1 with the following:** **No purchase preference is presently applicable for the Plant and Equipment to be supplied under the Contract.**
49.	ITB 28.2	**Add a new Sub Clause ITB 28.2 as under:** No margin of domestic preference will be allowed in evaluation and comparison of bids.
50.	ITB 29	**Replacing ITB clause 29** 29. e-Reverse Auction (e-RA) 29.1 The Employer reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner as indicated at **Annexure-B (BDS).** For the purpose of the aforesaid, the 'Indicative Estimated Cost for e-RA' is **INR 11.29 Crore.** Further, Business Rules for e-Reverse Auction and a sample format for e-Reverse Auction Notice is enclosed at **Annexure-C (BDS).** **Note:-** ~~POWERGRID have made arrangements with M/s MJUNCTION SERVICES LTD, who will be POWERGRID's authorized Application Service Provider (ASP) for e-Reverse Auction. The bidders shortlisted for e-RA, must have registration on Mjunction portal *https://auction.buyjunction.in* for participation in e-RA. For registration, shortlisted bidders required to contact M/s MJunction Services Limited, at following address to complete the registration formalities:~~ ~~**M/s. Mjunction Services Ltd**~~ ~~3rd Floor, Tower – 1,Godrej water Side,~~ ~~Plot – V, Block – DP, Sector – V,~~ ~~Salt Lake, Kolkata – 700091~~ ~~Contact person: Mr. Satyajit Deb, Mb. +91-7596099116~~ ~~Ms. Rimi Ghosh, Mb. +91-9650044156~~ ~~E-mail : satyajit.deb@mjunction.in ;~~ ~~rimi.ghosh@mjunction.in~~ ~~The said registration on the Mjunction portal is free of cost for the bidders.~~
51.	ITB 31.2	**Replace the existing provisions with the following:**

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid. At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed in Attachment 6 to the First Envelope at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and **the bids submitted by such Bidder in future packages will be considered non-responsive in line with ITB 13.6**. Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.
52.	ITB 31.4.1	**Replace ITB 31.4.1 with the following:** The award shall be made in one contract covering Civil works and other allied works.
53.	ITB 35.1	**Replace the existing provisions with the following:** Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for **10% (Ten Percent)** of the contract price plus additional performance securities, if any, in line with the requirement of Qualification Requirements, in the amount given in the BDS and in the forms provided in Section VI, Sample Forms and Procedures, of the Bidding Documents. The performance security of a joint venture shall be in the name of joint venture. In addition to the Performance Security of **10% (Ten Percent)** of the Contract Price, the successful bidder is required to furnish additional performance security(ies), if applicable, as per the Technical Specification.
54.	ITB 35.2	**Replace ITB 35.2 with the following:** Failure of the successful Bidder to comply with the requirements of ITB Clause 34 or Clause 35 shall constitute sufficient grounds for the annulment of the award and the **bids submitted by such Bidder in future packages shall be considered non-responsive in line with ITB 13.6**, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.
55.	**Note-** At the time of submission of the bid, Bidders are required to make sure that: 1. The First Envelope excel with file named **"First Envelope and Bid Forms"** must be uploaded alongwith the bid.	

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		2. The Second Envelope excel with file named **"Price_schedule"** must be uploaded alongwith the bid. **As per the provisions of the portal, it is mandatory to upload aforesaid excel files with name as indicated above (*Bidders may refer user manuals at the portal https://etender.powergrid.in regarding submission of bid*).**

----- End of Section-III (BDS) --

Sl No.	QUALIFICATION REQUIREMENT
	PACKAGE-A
	QUALIFICATION OF THE APPLICANT
	Qualification of applicant will be based on meeting the minimum pass/fail criteria specified below regarding the applicant's technical experience and financial position as demonstrated by the applicant's responses in the corresponding application schedules. The application can be submitted by an individual firm. Technical experience and financial resources of any proposed subcontractor(s) shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm. At any stage of evaluation if any shortcoming/ discrepancy/ deficiency is observed in the documents/ details submitted by the applicant and or it is observed that the applicant is not meeting the stipulated QR, respective bid shall be summarily be rejected.
	The Employer may assess the capacity and capability of the applicant. This assessment shall inter-alia include (i) Document verification; (ii) Bidder's works visit (if required), (iii) Details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work; (iv) Details of plant and machinery, manpower and financial resources; (v) Details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) Banker's feedback; ix) duly audited balance sheet for last for five years etc.
	POWERGRID reserves the right to waive minor deviation if they do not materially affect the capability of the Applicant to perform the contract.
	PART-A
1.0	**TECHNICAL EXPERIENCE**
a)	1.1 The bidder must have **#**successfully completed the 'similar works' in Central/State PSUs/ Government Departments/ Government autonomous bodies/Reputed Private sectors as a prime contractor or as a partner in a joint venture* during last 07 years as on originally scheduled date of bid opening
b)	The Bidder shall have experience of successfully executing similar nature of work involving: a. Three similar works each of not less than the amount equal to **₹ 383.01 Lakhs (Exclusive of GST).** Or b. Two similar works, each of not less than the amount equal to **₹ 478.77 Lakhs (Exclusive of GST).** Or c. One similar work each of not less than the amount equal to **₹ 766.03 Lakhs (Exclusive of GST).** **Similar works means**: Construction works for residential/Non-residential buildings at sub-station/generating stations/industrial establishments/institutional establishment/commercial establishment.
	# *Successfully completed means issue of provisional or final taking over certificate (TOC) by the Employer or Certification of Completion from the Employer to the contractor for the referred contract.* *Following Documents shall be submitted by the bidder as evidence in support of Technical Experience as mentioned at Clause 1.0:* ***Submission of LOA and its completion certificate.***
	In case bidder is a holding company, the Technical experience referred to in Clause 1.0 above shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in Clause.1.0 above shall be of that subsidiary company only (i.e. excluding its holding company)
	PART-B
2.0	**FINANCIAL POSITION:**

	The bidder must meet the following minimum criteria. a. Minimum Average Annual Turnover * (MAAT) for the best three out of last five financial years of the bidder should be at least ₹ **718.15 Lakhs**. b. Bidder shall have liquid assets (LA) or/and evidence of access to or availability of credit facilities of not less than **₹119.69 Lakhs.** c. Net worth for last 3 financial years should be positive. *Note: Annual Gross Revenue from Operations/Gross operating income as incorporated in the profit & loss account excluding other operative Income/other income."
	**Note: - In case bidder is a holding company, the financial position criteria referred to in clause 2.0 above shall be of that holding company only (i.e excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the financial position criteria referred to in clause 2.0 above shall be of that subsidiary company only (i.e. excluding its holding company).
	Note-1: **Relaxation for Start-Ups ^/MSEs**: i. In case of MSEs, 20% relaxation at Para 2.0 above in financial position (MAAT), as on originally scheduled date of bid opening MSEs as defined in bidding documents. ii. Start-Ups ^ meeting the specified requirement at Para 2.0 above in Financial Position shall also be considered qualified if they meet eighty (80%) of the requirement specified above in Financial Position. ^ Start-Ups as defined by DPIT, applicable as on the originally scheduled date of bid opening.
3.0	**JOINT VENTURE FIRMS:**
	(a) In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, all the partners of Joint Venture shall meet collectively the requirement of para 1.0 (Technical experience) and 2.0 (financial position) above. However, for a JV to be qualified, the partner(s) of JV must also meet the following minimum criteria: (i) The lead partner shall meet, not less than 40% of the minimum criteria given at para 2 (financial position) and each of the other partner(s) shall meet not less than 25 % of the minimum criteria given at para 2.0 (financial position) above. (ii) The lead partner (s) shall individually meet the Technical experience criteria as stipulated at Para 1.0 (technical experience) & other partner(s) shall have at least executed/engineered similar Work. The figure of average annual turnover and liquid assets/ credit facilities for each of the partners of the JV shall be added together to determine the JV's compliance with the minimum qualifying criteria set out in **Para-2.0** (financial position) above.
	The applicant shall furnish documentary evidence in support of meeting the qualifying requirements stipulated above along with the following documents- a. Copy of GSTIN. etc. are to be furnished with Bid. b. The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid as per requirement. c. All bidders should have a valid UDIN in the Audited Statement.

e-Reverse Auction (e-RA)

(A) Based on "Evaluated Bid Price" determined pursuant to ITB Sub Clause 27.6, the Bids shall be ranked in ascending order as X1, X2 , X3 etc.…

(B) The Indicative Estimated Cost for e-RA for the package(s) is as indicated at ITB 29.1 in BDS.

(C) If the variation of lowest evaluated bidder's price (X1) is less than or equal to +5% of the Indicative Estimated Cost for e-RA, then e-RA shall be conducted with all such bidders whose evaluated price falls in the range of 5% of the evaluated price of X1 bidder and whose evaluated price is also less than or equal to +5% of the Indicative Estimated Cost for e-RA.

(D) If the variation of lowest evaluated bidder's price (X1) is more than +5% of the Indicative Estimated Cost for e-RA:

a) Based on "Evaluated Bid Price" determined pursuant to ITB Sub Clause 27.6, the Bidders shall be ranked in ascending order. Basis such ranking, the lowest ranked N/2 bidders (in case 'N' is even) or (N+1)/2 bidders (in case 'N' is odd), subject to minimum of two (02) bidders, shall be invited to participate in the e-Reverse Auction (e-RA), where 'N' is the number of responsive bidders whose bids have been found to be responsive and their "Evaluated Bid Price" has been determined in accordance with ITB Sub Clause 27.6. In case number of responsive bids is two (02), e-RA shall be conducted with both the bidders.

(E) The Applicable Ceiling Price for e-RA for bidders shall be their "Evaluated Bid Price" determined in accordance with ITB Sub Clause 27.6. During e-RA, the bidders shortlisted for participation in e-RA shall be permitted to place their prices lower than their Applicable Ceiling Price.

(F) The e-RA shall be conducted on a designated electronic platform of any Application Service Provider (hereinafter referred to as "ASP"), for and on behalf of the Employer.

(G) The ASP, as and when authorized by the Employer, will intimate the bidders regarding the details of electronic platform, procedure/ modality of e-RA process and other details, prior to e-RA.

(H) Notwithstanding above, the bidder(s) who either do not submit the requisite compliances for e-RA or do not participate in e-RA, their original price bid as opened, if valid, shall be considered for evaluation.

(I) Notwithstanding the e-RA conducted as aforesaid, POWERGRID reserves the right to hold negotiations with the bidder with lowest evaluated price after e-RA (L1 bidder).

(J) The Employer shall be the sole judge in this regard.

SAMPLE FORMAT for e-REVERSE AUCTION NOTICE

(*EVENT INFORMATION*)

EMPLOYER NAME	Power Grid Corporation of India Limited, North Eastern Region Transmission System, Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya)	
DATE & TIME OF REVERSE AUCTION	e-Reverse Auction Date : dd/mm/2024 e-Reverse Auction Time: From aa Hrs (IST) To bb Hrs (IST)	
AUCTION TO BE CONDUCTED BY	Power Grid Corporation of India Limited, North Eastern Region Transmission System, Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya) Contact person: Mr. Niraj Mishra, Mb. +91-7002775114. Ms. N M S Laskar, Mb. +91-9436335254. E-mail : mishraniraj@powergrid.in nm.safiulla@powergrid.in	
POWERGRID OFFICIALS	Mr. _____ Power Grid Corporation of India Limited, NERTS Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya) E-mail: ____@powergrid.in	Mr. _____ Power Grid Corporation of India Limited, NERTS Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya) E-mail: ____@powergrid.in
VALUE OF MINIMUM DECREMENT	**INR _____ or in the equivalent value of other currency.** ***(The Value of Minimum Decrement shall be intimated to all the successful bidders along with e-Reverse Auction Notice).***	
DOCUMENTS ATTACHED	PRICE CALCULATION SHEET (EXCEL SHEET)/ TEMPLATES (*Attachment-I*) ***(Price Calculation Sheet (Excel Sheet)/ Templates shall be intimated to all the successful bidders along with e-Reverse Auction Notice).***	

Business Rules for e-Reverse Auction

POWERGRID propose to conduct e-Reverse Auction **as per ITB Clause 29** for **the subject package.**

1. POWERGRID have made arrangements for e-Reverse Auction. **Bidders are required to go through the guidelines given below and submit their acceptance to the same in Attachment-24 to their First Envelope bid**.

2. e-Reverse Auction (RA) will be conducted by **POWERGRID, NERTS** office, on pre-specified date and time (***which shall be intimated to all the successful bidders through e-Reverse Auction Notice***), while the bidders shall quote from their own offices/ place of their choice. Internet connectivity shall be ensured by the respective agencies themselves.

3. **ASP/POWERGRID** shall arrange to demonstrate/ train (if not trained earlier) bidders' nominated person(s), without any cost. They will also explain all the Rules related to e-Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance to it before start of bid process to POWERGRID/ **ASP**. **Further, shortlisted Bidders at their own discretion may ask for additional training to use the e-RA platform well in advance before start of the e-RA event by contacting the ASP at any suitable time. All such additional trainings shall also be free of cost**.

4. POWERGRID will provide the template calculation sheet (Excel Sheet) **alongwith e-Reverse Auction Notice** which will help bidders to arrive at "Total Cost to POWERGRID" for the total scope including Custom Duty, GST, other taxes & duties, Price impact if any, commercial/ technical loading (if any) and loading on account of differential losses(if any). Bidders have to fill only green colored cells [i.e. CIF/Ex-works Price, Local Transportation, Insurance and other Incidental Services (including port clearance etc.), Installation Charges, Training Charges etc., as applicable] in the excel sheet (attached herewith). Rank of the bidders would be displayed as per the Total Cost to POWERGRID i.e. including Taxes and Duties payable by POWERGRID as per the provisions of the Bidding Document and including capitalization of differential losses & cost compensation on account of technical/commercial deviations**, if any**. **Bidders are advised to study template calculation sheet (Excel Sheet) and inform POWERGRID/ ASP about discrepancies in the template before start of the e-RA event**.

5. The start bid price (SBP) for e-Reverse Auction shall be the bidder's corrected price for the subject package which has been indicated in the template calculation sheet (excel sheet) **provided alongwith e-Reverse Auction Notice**.

6. Procedure of e-Reverse Auctioning: Dynamic Template Bidding (Rank Disclosed)

   i. In '*Dynamic Template Bidding (Rank Disclosed)*', bidders shall enter the Lumpsum price in line with clause 4 above for the total scope for subject Package. **The minimum decrement, which a bidder can offer during e-RA, shall be intimated to all the successful bidders alongwith e-Reverse Auction Notice**.

ii. In the "Dynamic Bidding" tie bid is not allowed on L1 price, i.e. if any higher price ranked vendor places bid equal to L1 price their bid will be rejected. The bidder is required to click on "Rejected" to know the reason of bid rejection. In that case, the bidder will have to instantly reduce their price to submit lower quoted price otherwise the price will be considered as higher bid or rejected bid. (system does not support tie bids in this type of auction)

iii. The bid prices received under e-RA shall be evaluated on the basis of evaluation method specified in the bidding document and the final evaluated prices thus obtained shall be used for comparison of bids.

iv. In case bidders do not participate in Reverse Auction, their original price bid **as opened, if valid**, shall be considered for evaluation.

v. In case the bidder submits more than one successive bid, the lowest bid will be considered as final offer of the bidder to sell/ execute the work.

7. Successful bidder (**after e-RA**) shall furnish price confirmation to POWERGRID, duly signed and stamped (without any new condition other than those already agreed before start of Reverse Auction) within an hour of conclusion of e-Reverse Auction.

In the above confirmation, the bidder shall furnish the break-up of final price quoted in Reverse Auction under individual head of the template **[i.e. CIF/Ex-works Price, Port handling & Custom clearance, Local Transportation, In-transit Insurance, loading and unloading, Installation Charges, Type Test Charges, Training Charges, Customs Duty, GST for supply of Goods and Installation Services etc., as applicable]** in line with price schedule (already available with them).

Unless other-wise stated in the above break-up, decrease in the price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedules.

In case, there is any variation between the final price quoted in Reverse Auction and the signed document received after Auction, the first i.e. Closing Price in Auction will be taken final offered price by the bidder.

Bidders will not be permitted to increase unit rate of any item submitted in their original bid.

8. **Auction shall be for a period of 120 minutes. Bidders shall be able to view the following on their screens along with the necessary fields during the auction.**

   a. **Rank of the respective bidder**
   b. **Bid Placed by the respective bidder.**
   c. **Price of L1 bidder**

The L1 price would be visible to all the bidders who have placed valid bids. However, identity of the L1 bidder or any other bidder would not be disclosed during entire e-Reverse Auction process. In case any other bidder choses to bid a lower price, such bidders shall be required to breach the prevailing L1 price by bidding a price lower than the prevailing L1 price by atleast the amount of decrement mentioned in the business rules.

The bidding would continue with an auto extension of 20 minutes time if any bidder bids a price lower than that of the prevailing L1 bidder by at least the amount of the specified decrement within the 20 minutes of the e-Reverse Auction, to be the L1 bidder till the time there is no change in the prevailing L1 price within final 20 minutes.

Any bid received at the ASP server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, the ASP server log shall prevail.

However, POWERGRID reserves the right to defer and/or resume e-RA if ASP server is down (i.e. inaccessible/ inoperative) for a prolonged period of time.

9. During Auction, if no bid is received within the specified time, POWERGRID, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering (Evaluation of Part-II (Price bid) submitted by bidders earlier).

10. Bids once made by the bidder cannot be cancelled/ withdrawn. If any bidder backs out and not make the supplies/execute the work as per the offered price, POWERGRID shall take appropriate necessary action as per the provisions of Bidding Document.

11. Each Bidder shall be assigned Unique User Name & Password by **ASP.** Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from **ASP** to ensure confidentiality. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder. **Bidder is also advised to log into the e-RA platform at least once before start of the e-RA event and keep its user credentials safe and secure. POWERGRID shall not extend or post pone the e-RA event if bidder is unable to login as it forgot user credentials**.

12. Consequent upon completion of e-Reverse Auction, POWERGRID's decision on award of contract shall be final and binding on all the bidders.

13. POWERGRID shall be at liberty to call the L1 bidder for further process/ negotiation/ cancel, **recall and issue a corrigendum to** the e-reverse auction process/ re-tender at any time, without assigning any reason thereof.

14. POWERGRID/ **ASP** shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

15. POWERGRID along with **ASP** can decide to reschedule or cancel any Auction; the bidders shall be informed accordingly.

16. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders.

17. The bidder shall not divulge either his bid or any other exclusive details of POWERGRID to any other party.

18. Other terms and conditions shall be as per the bidding documents and bidder's techno-commercial offer.

19. All bidders are required to submit Process Compliance Form in the prescribed format and acceptance to the terms/ conditions/ modalities given above to Service Provider before start of Reverse Auction, without which they will not be eligible to participate in e-Reverse Auction.

*****

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

Expired certificate
X
Sushant Verma
Mgr. (CS)
Signed by: SUSHANT VERMA

GENERAL CONDITIONS OF CONTRACT (GCC)

CONTENTS

Sl. No.	Description	Page No.
1	Definitions	1
2	Interpretation	6
3	Scope and Performance	9
4	Time for Commencement and Completion	10
5	Contract Price	10
6	Taxes, Duties & Levies	11
7	Income Tax Deductions	12
8	Securities	12
9	Copy Right	14
10	Confidential Information	15
11	Quality Assurance Programme	16
12	Insurance	17
13	Time the Essence of Contract	17
14	Discrepancies and Adjustment of Errors	18
15	Deviations/ Variations Extent & Pricing	19
16	Suspension of Works	24
17	Termination	25
18	Extension for Delay	31
19	Tools, Plants & Equipment	32
20	Materials	32
21	Cement & Steel for the Work	36
22	Labour	38
23	Safety Code	47
24	Contractor's use of Land for Site Office etc.	56
25	Setting out the Works	57
26	Site Drainage	58
27	Nuisance	58
28	Materials obtained from Excavation	58
29	Treasure, Relic, Monument & Fossils, etc.	58
30	Security & Protection of Trees	58
31	Contractor's Supervision	59
32	Inspection and Approval	59
33	Duties and Powers of Engineer-In-Charge's Representative and Engineer-In-Charge shall include though not limited to the following (*as stated in the corresponding provision*)	60
34	Removal of Workmen	61
35	Uncovering and making Good	61
36	Work during Night or on Sundays and Holidays	61
37	Completion Certificate	62
38	Liquidated Damages for Delay by Contractor	63
39	Guarantee	63
40	Defects Liability Period	64

Sl. No.	Description	Page No.
41	Contractor's Liability and Insurance	65
42	Facilities to other Contractors	74
43	Notices to Local Bodies	74
44	Sub-Letting of Work	74
45	Instructions and Notices	75
46	Foreclosure of Contract in full or in Part due to abandonment or reduction in Scope of Work	75
47	Termination of Contract on Death	77
48	Liability for Damage, Defects or Imperfections and Rectification thereof	78
49	Urgent Works	79
50	Specifications	79
51	Water and Electricity	79
52	Employer's Lien on Equipment	79
53	Valuation and Payment	80
54	Methods of Measurement	81
55	Terms of Payment	81
56	Contract Price Adjustment	81
57	Settlement of Disputes	81
58	Overpayments and under Payments	82
59	Arbitration	83
60	Laws & Jurisdiction of Contract	86
61	Limitation of Liability	86

End of Contents for Section – GCC

GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITIONS

a) The "Accepting Authority" shall mean the Authority mentioned in **Schedule 'A'** attached herewith.

b) "Approval" means approval in writing by the Engineer-in-Charge.

c) "Arbitrator" means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to GCC Clause 59.0 (Arbitration) hereof.

d) "Commissioning" means operation of the facilities (or a specific part thereof) by the Contractor as specified in the Technical Specifications and making the facility (or a specific part thereof) ready for acceptance of the Employer.

e) "Completion" means that the facilities (or a specific part thereof) have been completed operationally and structurally and put in a tight and clean condition and that all works in respect of commissioning of the facilities (or a specific part thereof) has been completed (wherever required, as per Technical Specifications).

f) "Consultant" shall mean any assignee, if any, who is appointed by the Employer for the purpose of Architectural design etc.

g) "Contract" means the Contract Agreement entered into between the Employer and the Contractor together with the Contract Documents referred to therein.

(h) "Contract Documents" means the documents listed in Clause 1.1 of Article 1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto).

i) i) The "Contractor" shall mean the individual or firm or company whether incorporated or not, who has been assigned the works and shall include legal representatives of such individual or persons composing such firm or an incorporated company or successors of such firm or company, as the case may be and permitted assigns of such individual or firm or company.

ii) "Contractor's Representatives" shall mean one of the Contractor's employee who has been authorized with Power of Attorney by the Contractor and deputed at site for execution of work on behalf of the Contractor.

j) The "Contract Sum" shall mean:

The cost of the works arrived at after multiplying of the quantities shown in the Bill of Quantities by the item rates quoted by the Bidder for the various items and also incorporating the effect of rebate offered by the Bidder at the time of submission of Bids/Offers/tenders and /or during negotiations, if any.

k) A "Day" means calendar day of the Gregorian Calender.

l) "Defect Liability Period" / "Guarantee Period" / "Maintenance Period" shall mean the period during which the Contractor shall be liable for any rectification/ replacement of any defective parts of the work performed under the contract without any additional cost to the Employer.

m) "Effective Date" means the date of Notification of Award from which the Time for Completion shall be determined.

n) "Employer" means the firm/corporation/ government entity, named in the **SCC**, who is responsible for getting the Facilities implemented. The Employer may be Owner himself or an agency appointed by the Owner and shall include the legal successors or permitted assigns of the Employer.

o) "Engineer-in-Charge"/"Project Manager" shall mean the Engineer(s) appointed by the Employer or his duly authorised representative who shall direct, supervise and be in-charge of the works for purpose of this contract.

p) i) "Excepted Risks" are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable).

ii) Local commotion of workmen, strike or lockout affecting any of the trades employed on the work provided these have not arisen on account of Contractors failure or his noncompliance with the provisions of applicable Labour Laws/Rules.

iii) Delay on the part of other Contractors or tradesmen engaged by Employer in execution of work not forming a part of the Contract; or

iv) Any other cause which, in the absolute discretion of the authority mentioned in Schedule 'A' of GCC, is beyond the Contractor's control over which the Contractor had no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the Employer of the part of works for which a certificate of completion has been issued.

q) "Facilities" means the Plant and Equipment to be supplied and installed by the Contractor under the contract.

r) "Force majeure" is herein defined as any cause which is beyond the control of the Contractor or the Employer as the case may be which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the Contract, (which shall mean) in the nature of :

i) Act of God such as Natural phenomena, including but not limited to floods, droughts, lightning, earthquakes and epidemics.

ii) Acts of any Government, including but not limited to war (declared or undeclared), priorities, quarantines, embargoes.

Provided either Party shall within Fourteen (14) days from the occurrence of such a cause notify the other in writing of such cause(s).

s) "GCC" means the General Conditions of Contract hereof.

t) "Market Rate" shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in item 1.0 (t) of Schedule -A to cover all overheads and profit.

u) "Notification of Award" means the official notice issued by the Employer notifying the Contractor that his bid has been accepted.

v) "Owner" means the firm/corporation/government entity, named in the SCC, who has decided to set up the Facilities and shall includes the legal successors or permitted assigns of the Owner.

w) "SCC" means the Special Conditions of Contract.

x) "Schedule(s)" referred to in these conditions shall mean the relevant schedule(s) in Bid Form & Price Schedule(BPS) referred to in the Tender documents issued by the Employer and the amendments thereto issued from time to time.

y) "Schedule of Quantities"/ "Bill of Quantities" shall carry the same intent.

z) The "Site" shall mean the lands and /or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Employer or used for the purpose of the Contract.

aa) "Subcontractor"/"vendor"/"sub-vendor" means firms/ corporations/government entities to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor with the consent of the Employer in writing, and includes its legal successors or permitted assigns.

bb) "Taking Over" shall mean the Employer's written acceptance of works performed under the contract after successful commissioning and performance of guarantee tests as per specifications or otherwise agreed under the contract and after necessary clearances from statutory bodies before occupation.

cc) "Temporary Works" shall mean all temporary works of every kind required for the execution, completion or maintenance of work within the period stipulated in the Contract.

dd) "Time for Completion" means the time within which Completion of the Facilities is to be attained in accordance with the specifications, as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed in the **SCC**) and "Taking Over" by the Employer is to be attained.

ee) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, becomes necessary during the progress of the work to avoid any risk of accident or failure or which becomes necessary for security of the works and / are within the Scope of the Contract.

ff) A "Week" shall mean seven days without regard to the number of hours worked in any day in that week.

gg) The "Works" shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional,

altered or substituted works of temporary and urgent works as required for performance of the Contract.

2.0 Interpretation

2.1 Contract

The Contracts to be entered into with the successful Bidder shall be as defined in **SCC**.

2.2 Contract Documents

All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory, subject to Article 1.2 (Order of Precedence) of the Contract Agreement. The Contract shall be read as a whole.

2.3 Language

The ruling language of the Contract and the language for communications shall be English.

2.4 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

2.5 Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

2.6 Entire Agreement

Subject to GCC Sub-Clause 10.4, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

2.7 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

2.8 Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Employer.

2.9 Joint Venture

If the Contractor is a joint venture of two or more firms, all such firms shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior written consent of the Employer.

2.10 Non-Waiver

2.10.1 Subject to GCC Sub-Clause 2.10.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

2.10.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.11 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

2.12 Country of Origin

"Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.13 Notices

2.13.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, special courier, telegraph, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Agreement, with the following provisions:

(a) Any notice sent by telegraph, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by special courier, except as otherwise specified in the Contract.

(b) Any notice sent by special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by special courier. Provided further that whenever the postal authorities or courier service provide a proof of delivery, the same shall also be applicable for presenting the fact of dispatch.

(c) Any notice delivered personally or sent by telegraph, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.

(d) Either party may change its postal, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

2.13.2 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

2.14 Governing Law & its Jurisdiction

The Contract shall be governed by and interpreted in accordance with laws of Union of India and the Courts of New Delhi shall have exclusive jurisdiction in all maters arising under this Contract.

3.0 SCOPE AND PERFORMANCE

3.1 SCOPE OF THE WORK

Scope of the work under this Contract shall be on single source responsibility basis completely covering all the services, works and materials specified under the accompanied Technical Specifications/Bill of Quantities indicated in Bid Proposal Sheets & drawings. It will inter-alia include the following:

a) All labour, materials, tools, plants and equipment, loading, unloading, transportation and handling thereof, unless otherwise, specified elsewhere in the Tender Documents.

b) Preparatory activities including scaffoldings required to be performed for carrying out the work.

c) All necessary services required for complete installation testing and commissioning in accordance with the relevant drawings/Bill of Quantities meeting the specification requirements.

d) Receipt/storage, preservation and conservation of materials/ equipment at site in accordance with the scheme /and provisions approved by Engineer-in-charge in advance.

e) Any item(s), though not covered in specification/drawings /schedule but are required for reliability and safety and as per good engineering practice shall be deemed to be included in the scope of work unless specifically excluded in the exclusion list.

f) All wastage of materials, their carriage /cartage and return of empties(if Applicable).

g) Furnishing of documents and signing of Contract Agreements.

h) Obtaining clearances /approvals from concerned local/ statutory bodies.

i) Spares if any.

k) To complete all activities under the Contract to the satisfaction of the Engineer-in-charge and Employer or their representative in respect of all works covered in this contract. Tenders not covering the above entire scope of work are liable to be treated as incomplete and will accordingly be deleted from further consideration.

l) To co-ordinate with various sub-vendors involved in the works in order to complete the works in a phased and logical manner necessary for completion and handing over of entire work within the stipulated date and also to provide fronts to the contractors to be appointed by the Employer as and when required by the Engineer-in-Charge.

4. Time for Commencement and Completion

4.1 The Contractor shall commence work on the Facilities from the Effective Date of Contract and without prejudice to GCC Sub-Clause 38.1 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the corresponding Appendix – 4 (Time Schedule) to the Contract Agreement.

4.2 The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated under Time for Completion or within such extended time to which the Contractor shall be entitled under GCC Clause 18.0 hereof.

5.0 Contract Price

5.1 The Contract Price shall be as specified in Notification of Award / Contract Agreement. The Contractor confirms that it has entered into this Contract on the basis of proper examination of the data relating to the subject package provided by the Employer, and on the basis of information that the Contractor could have obtained from the site and of other data readily available to it relating to the works as of the date twenty eight (28) days prior to the bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the contract.

5.2 Subject to 5.1 above, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

5.3 The Contract Price shall be subject to adjustment in accordance with the provisions of Appendix 2 (Price Adjustment) to the Contract Agreement. The Contract Price shall be increased or reduced on account of variation in quantity in accordance with Clause 15.0 of GCC.

6.0 TAXES, DUTIES & LEVIES

6.1 The prices that are quoted and indicated in the BPS shall include inter alia, all costs such as cost of necessary materials, their transportation to site, cost towards tools, equipment and machineries including cost of personnel that may be required for successful completion of the work as per the technical Specifications, Vol-II including cost of site arrangement, overheads, insurance, whatsoever, as stipulated in the bidding documents for the total scope of work.

All applicable taxes, duties and levies including Sales Tax on Work Contract for all transactions between the Contractor and his sub-contractors as well as for all transactions between the Contractor and Employer shall be included in the bid price. No claim on account of any taxes, duties or other levies or any interest therein shall be entertained by Employer .

6.2 The bidder shall include Service Tax and surcharge/cess etc. on it as applicable in their quoted bid price and Employer would not bear any additional liability on this account. Employer shall, however, deduct such tax at source as per the rules and issue necessary Certificate to the Contractor.

6.3 Sales Tax on works contract and other taxes, duties and levies, as brought out at para 6.1 and 6.2 above, shall be borne by the Contractor and Employer will not have any liability whatsoever in this regard. Sales Tax on works contract as per Sales Tax Act will be deducted at source by Employer and deposited with Sales Tax Authority. The award of contracts shall be on works contract basis. Income tax shall be deducted as per applicable laws.

7.0 INCOME TAX DEDUCTIONS

7.1 Income Tax deductions shall be made from all payments made to the Contractor as per rules and regulations in force, in accordance with the Income Tax Act prevailing from time to time.

8. Securities

8.1 Issuance of Securities

The Contractor shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.

8.2 Advance Payment Security

8.2.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the same currency(ies) with initial validity of up to ninety (90) days beyond the date of Completion of the Facilities in accordance with GCC Clause 13. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual date of Completion of the Facilities, as may be required under the Contract.

8.2.2 The security shall be in the Form of unconditional Bank Guarantee attached hereto in Section VI - Sample Forms and Procedures. The

security shall be discharged after completion of the facilities or relevant part thereof.

- Procedure for effective reduction in the Advance Payment Security

The Advance Payment Security shall be allowed to be reduced every six (06) months after First Running Account Bill/Stage payment under the Contract if the validity of the Bank Guarantee is more than one year. The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance corresponding to cumulative value of the Facilities completed as per a certificate to be issued by the Project Manager. It should be clearly understood that reduction in the value of advance Bank Guarantee shall not in any way dilute the Contractor's responsibility and liabilities under the Contract including in respect of the Facilities for which reduction in the value of security is allowed.

8.3 CONTRACT PERFORMANCE GUARANTEE

8.3.1 As a security towards satisfactory performance of the Contract, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee for the due performance of the Contract in the amount equivalent to ten percent(10%) of the Contract Price in favour of the Employer within 28 days from the date of Notification of award and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in the documents. The guarantee shall be valid upto (90) days after the end of defect liability period. The guarantee amount shall be encashed by the Employer without any condition whatsoever, in the event of defects or deficiencies which come up during the validity of the guarantee period.

Apart from the Contractor's performance security, the Contractor shall be required to arrange additional performance securities, as specified in **SCC**, within twenty-eight (28) days of the notification of award in favour of the Employer in the form acceptable to the Employer.

8.3.2 The performance security shall be in the Form of unconditional Bank Guarantee hereto in Section VI - Sample Forms and Procedures.

8.3.3 Reduction in the security pro rata to the Contract Price of any part of the Facilities is not admissible. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Clause 18.0 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor pursuant to GCC Clause 40.0, is liable for an extended warranty obligation, the performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended warranty.

8. 3.4 In case of award of the contract to a Joint Venture, the Bank Guarantees for performance security and the Bank Guarantee for advance payment shall be submitted in the name of all the partner(s) of the Joint Venture.

8.3.5 No interest shall be payable to the contractor against EMD and Contract Performance Guarantee.

8.4 Issuing Banks

The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either :

(a) by a Public Sector Bank located in India, or

(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement), or

(c) by a foreign bank or a subsidiary of a foreign bank, located in India with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency.

9.0 Copy Right

9.1 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any

third party, including supplies of materials, the copyright in such materials shall remain vested in such third party.

The Employer shall however be free to reproduce all drawings, documents and other material furnished to the Employer for the purpose of the Contract including, if required, for operation and maintenance.

9.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Contractor by the Employer herein shall remain vested in the Employer.

10.0 Confidential Information

10.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 10.

10.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

10.3 The obligation of a party under GCC Sub-Clauses 10.1 and 10.2 above, however, shall not apply to that information which

(a) now or hereafter enters the public domain through no fault of that party
(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto

(c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

10.4 The above provisions of this GCC Clause 10 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

10.5 The provisions of this GCC Clause 10 shall survive termination, for whatever reason, of the Contract.

11.0 QUALITY ASSURANCE PROGRAMME

11.1 The quality programme shall be designed in such a way that adequate confidence is generated in the Employer and in themselves so that the work is completed within the cost and time schedule with post execution rejections and modifications of work tending towards zero.

11.2 With the above in view, it is also contemplated that Quality Assurance Programme shall be followed by the Contractor right from the inception to completion of the Work in all stages as per agreed Quality Assurance Programme

11.3 **Quality Assurance Documents**

11.3.1 The Contractor shall submit the following Quality Assurance documents at prescribed stages during stage checks and /or completion of final inspection:

i) Record of the inspection and various tests with checks and verifications of all customer inspection points, approved sketches, if used, as well as final inspection and test reports and records.

ii) Where it is to be done :

a) Welder indetification list, indicating the welding and Welding Operator's qualification procedure and Welding identification symbol and weld repair procedure actually used during fabrication etc.

b) Welding and Welder's qualification certificates.

iii) Material and Welder's qualification certificates.

iv) All inspection and test procedures Non destructive (ND) and other examinations, procedure, stress temperature charts and other repair procedures actually adopted during fabrication.

v) All deviations/rectification, formats and reports used to remove /make good deficiencies in respect of various non-conformities observed and recorded during execution.

vi) The Employer or his authorised representative reserves the right to carryout quality audit and quality surveillance of the systems and procedures of the contractor's Quality Management System at "prior to", "during" and "post" execution stages of the works.

12.0 INSURANCE

Tender price shall include all the costs to be incurred for fulfilling all the insurance requirements and costs under the Contract clause 41.0 and its various sub-clauses of this GCC is relevant.

Insurance such as transit insurance of materials, third party & workmen insurance, insurance of tools and tackles and Plant and equipment or any other insurance more specifically detailed in clause 41.0 and its various sub-clauses of this GCC is relevant shall be arranged by the Contractor at his cost and expense. -

13.0 TIME THE ESSENCE OF CONTRACT

The time and the date(s) of completion of each agreed milestone(s) as stipulated in Contractor's Tenders and accepted by the Employer without or with modification, if any, and so incorporated in the Notification of Award shall be deemed to be the essence of Contract. The Contractor shall organize the resources and mobilize so as to commence the execution of work within (15) days from the date of Notification of Award unless agreed and specified earlier. The work shall be performed in time and to achieve the schedule of targets/ key milestone dates, the Contractor shall

have to plan and adequately mobilize all the resources (Equipment and Manpower) to the satisfaction of the Engineer-in-Charge. This however, does not imply that the Contractor shall be handed over all fronts and given clearances for the complete work. Handing over of fronts and clearances shall be in stages and in sequencial requirements to meet the milestone wise completion schedule. The Bidder shall submit a master Network in line with the time schedule indicated in work schedule of the documents. The network shall clearly indicate major key events in areas like Bidder's site mobilization, including all excavation requirements for soil/ soft hard rock, dewatering where required, earthwork, piling where required concreting, foundation, superstructure etc. The Bidder shall also furnish a work plan alongwith his Tender for the execution of work as envisaged by him alongwith the methodology of construction, details of major equipment, tools and plants required, their present deployment and the equipment, tools and plants proposed to be brought from other works/ newly purchased and the period by which equipment will be available at the site of work, the proposed deployment of manpower etc. The Bidder shall submit a detailed time schedule of all activities giving sequence of principal activities pertaining to the complete work covered under the Contract. A detailed network of all activities pertaining to the works for completion of the work within the schedule completion period shall be discussed and mutually agreed with the successful bidder at the post bid and pre-award discussion. Such agreed network shall form a part of the contract and all Contractor's activities shall be performed strictly in accordance with such agreed Network. The Engineer-in-Charge shall in consultation with the Contractor, however, have the right to review the progress and modify the work schedule suiting the site conditions or any other requirement. In the event of any disagreement on the work schedule the decision of Engineer-in-Charge shall be final and binding on the contractor.

14.0 DISCREPANCIES AND ADJUSTMENT OF ERRORS

14.1 The Tender Document forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to scale measurements and Special Conditions in preference to General Conditions.

14.2 In case of discrepancy between Bill of Quantities, Specifications and/or the Drawings, the following order of preference shall be observed:

a) Description in the Bill of Quantities.

b) Particular Specifications and Special Conditions, if any

c) Approved Drawings cleared for Construction.

d) N.I.T. Provisions, Specifications and General Conditions of Contract

14.3 If there are varying or conflicting provisions in any one of the document forming a part of the Contract, the Engineer-in-Charge shall be the deciding authority with regard to the intention of interpretation of such discrepancies.

14.4 Any error in description, quantity or unit in Bill of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract. Any financial implications payable or recoverable arising from the above are to be settled under provisions of the Contract.

15.0 DEVIATIONS/ VARIATIONS EXTENT & PRICING

15.1 The Engineer-in-Charge shall have powers (i) to make alteration in, omission from, additions to, or substitutions in the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing by the Engineer-in-Charge and such alterations, omission, additions or substitutions shall form a part of the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects

including price on which he agreed to do the main work. Any alterations, omissions, additions or substitutions which radically change the original nature of the Contract shall be ordered by the Engineer-in-Charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement, if any, so to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause 59 'Arbitration'.

15.2 The time for completion of the Works shall, in the event of any deviations resulting in additional cost over the Contract Sum being ordered, be executed as follows if requested by the Contractor.

a) In the proportion which the additional cost of the altered, additional or substituted work, bears to the original Contract Sum; plus

b) 25% of the time calculated in (a) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

Rates for such additional, altered or substituted work shall be determined by the Engineer-in-Charge as follows:

i) If the rate for additional, altered or substituted item(s) of work is/ are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specified in the Contract for the work.

ii) If the rate for any additional, altered, or substituted item(s) of work is/are not specifically provided in the Contract for the work, such rate will be derived from the rates for a similar class of work as are specified in the Contract for the work. The opinion of the Engineer-in-Charge as to whether or not the rates can be reasonably so derived from the item in this contract will be final and binding on the Contractor.

iii) If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in sub-paras (i) and (ii) above, then such item of work shall

be carried out at the rate entered in the Schedule of Rates mentioned in Schedule 'A' item no. 15(iii) plus / minus the percentage by which the Tendered amount of the works actually awarded is higher or lower than the estimated amount of the works actually awarded.

iv) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iii) above, then the rate for such item of work shall be worked out on the basis of Schedule of Rates specified in sub-para (iii) above plus/minus the percentage which the tendered amount of scheduled items bear with the estimated amount of scheduled items based on the schedule "A" item No.15(iii). (The Schedule items mean the items appearing in the Schedule of Rates mentioned in Schedule "A" items No.15(iii) of this contract.). Provided always that if rate(s) for such part(s) of an item(s) not specified in Schedule of Rates the rate(s) for such part(s) will be determined by the Engineer-in-Charge on the basis of the purchase price as supported by the vouchers unless the Engineer-in-Charge finds the purchase price unreasonable, in the later event the price shall be determined on the basis of market rate(s) prevailing during the fortnight following the date of the order. (Market rate as defined in clause 1.0(t) shall be applicable).

v) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) to (iv) above, the Contractor shall within 14 days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Engineer-in-Charge shall, within three months thereafter giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s). In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Engineer-in-Charge on the basis of market rate(s).

vi) (A) Except in case of items of work below ground surface, as it exists at the time of commencement of work (See (B) below), quantities of which may change due to site Conditions, provisions contained in sub-conditions (i) to (v) above shall not apply to:

a) that value of any Contract items, Substituted item or Contract-cum-Substituted item is in excess of the original value of the item plus the percentage mentioned in Schedule 'A' item no. 15(vi)Aa (Applicable to Lump sum Contracts, Measurement Contracts based on item rates and Percentage Rate Contracts).

b) that value of deviations ordered on any individual trade item included in the contract as is in excess of the percentage mentioned in Schedule 'A', item No. 15(vi)Aa (Applicable to Lump-sum-Contracts only).

c) that value of all items not already included in the Contract, as is in excess of the percentage mentioned in Schedule "A", item No. 15(vi)Ab of the Contract.

(B) In case of items of work below ground surface as it exists at the time of commencement of work, quantities of which may change due to site conditions, provision contained in sub-conditions (i) to (v) above shall not apply to:

a) items of any individual trade which exceed by more than the percentage mentioned in Schedule A item no. 15(vi)Ba of the value of that trade included in the Contract as a whole unless the Contractor and the Engineer-in-Charge agree to a higher percentage for any particular item.

b) the value of any item not included in the Contract in excess of 5% of the Contract Sum whichever is higher.

NOTE: Individual trade means sub-heads into which the Bill of Quantities as provided in the Contract has been divided and in the absence of any such provision in the Contract, the Sub-heads as given in the Schedule of Rates will be applicable.

15.3 In the case of Contract items, Substituted items, Contract-cum-Substituted items, or additional items which exceed the limits laid down in sub-para(vi) of Condition 15.2 above, the Contractor may, within fourteen days of receipt of order or occurrence of the excess claim revision of the rates, supported by proper analysis, for the work in excess of the above-mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the Bill of Quantities or of those derived in accordance with the provisions of sub-para (i) to (iv) of Condition 15.2 by more than five per cent, inform the Engineer-in-Charge under advice to the Accepting Authority and the Engineer-in-Charge shall, within three months of receipt of the claim supported by the analysis, after giving due consideration to the analysis of the rates submitted by the Contractor, determine the rates on the basis of market rates and if the rates so determined exceed the rates specified in the Bill of Quantities or those derived in accordance with the provisions of sub paras (i) to (iv) condition 15.2 by more than five percent, the Contractor shall be paid in accordance with the rates so determined. Rates within the stipulated period, or if the rates determined by the Engineer-in-Charge within a period of three months of receipt of the claim supported by analysis are within five percent of the rates specified in the Bill of Quantities or those determined in accordance with the provisions of sub-paras (i) to (iv) of condition 15.2, the Engineer-in-Charge shall make payment at the rates as specified in the Bill of Quantities or those already determined under sub-paras (i) to (iv) condition 15.2 for the quantities in excess of the limits laid down in sub-para (vi) of Condition 15.2.

15.4 The provisions of the preceding paragraph shall also apply to the decrease in the rates of items, for the work in excess of the limits laid down in sub para (vi) of Condition 15.2 provided that such decrease is more than five percent of rates specified in the Bill of Quantities or of those derived in accordance with the provisions or sub-paras (i) to (iv) of

Condition 15.2 and the Engineer-in-Charge may after giving notice to the Contractor within two months of receipt of order by the Contractor or occurrence of the excess and after taking into consideration any reply received from him within fourteen days of receipt of the notice, revise the rates for the work in question within two months of expiry of the said period of 14 days having regard to the market rates.

16.0 SUSPENSION OF WORKS

16.1a) The Contractor shall, on receipt of the order-regarding suspension of work in writing of the Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons :

i) On account of any default on part of the Contractor; or

ii) for improper execution of the works or part thereof for reasons other than the default of the Contractor; or

iii) for safety of the works or part thereof. The Contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carryout the instructions given on that behalf by the Engineer-in-Charge.

b) If the suspension is ordered for reasons (ii) and (iii) in sub-para (a).

i) The Contractor shall be entitled to an extension of the time equal to the period of every such suspension plus 25% of such suspended period.

ii) If the total period of all such suspension exceeds thirty days, the Contractor shall, in addition, be entitled to compensation, in respect of salaries and/or wages paid by the Contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto the percentage mentioned in Schedule A item no. 16(b)(ii) to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by details to the Engineer-in-Charge under advice to the Accepting Authority within 14 days of the expiry of the period of 30 days.

c) If the works or part thereof is suspended on the orders of the Engineer-in-charge for more than three months at a time, except when suspension is ordered for reason, (i) in sub-para (b) above, the

Contractor may after receipt of such order serve a written notice on the Engineer-in-charge under advice to the Accepting Authority requiring permission within fifteen days from receipt by the Engineer-in-charge of the said notice, to proceed with the works or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the Contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by the Condition 15 or where it affects the whole of the works, as an abandonment of the works by the Employer shall within 10 days of expiry of such period of 15 days give notice in writing of his intention and future course of action to Engineer-in-Charge under advice to the Accepting Authority. In the event of the Contractor treating the suspension as an abandonment of the Contract by Employer, he shall have no claim to payment. If any compensation on account of any profit or advantage which he may have derived from the execution of the work in full but which he could not derive in consequence of the abandonment, he shall, however, be entitled to compensation, as the Accepting Authority may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at Site, remaining idle in consequences thereof and of materials collected which could not be utilised on the works, any major equipment, remaining idle resulting from such suspension adding to the total thereof the percentage mentioned in Schedule A item no. 16(c) to cover indirect expenses of the Contractor, provided the Contractor submits his claim supported by the details to the Engineer-in-Charge under advice to the Accepting Authority within 28 days of the expiry of the period of 3 months.

17.0 Termination

17.1 Termination for Employer's Convenience

17.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 17.1.

17.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 17.1.1 the Contractor shall either immediately or upon the date specified in the notice of termination

(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of

protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below

(c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition

(d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 17.1.3, shall

(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

(iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

17.1.3 In the event of termination of the Contract under GCC Sub-Clause 17.1.1, the Employer shall pay to the Contractor the following amounts:

(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination

(b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel

(c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges

(d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 17.1.2

(e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

17.2 Termination for Contractor's Default

17.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Sub-Clause 17.2 :

(a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt

(b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 44.0.

(c) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

"corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

"fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

"coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

"obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Employer's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or

(bb) acts intended to materially impede the exercise of the Employer's inspection and audit rights.

In persuasions of its policy, the Employer will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.

17.2.2 If the Contractor

(a) has abandoned or repudiated the Contract

(b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 16.1(b)) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed

(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause

(d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 13.0 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 17.2.

17.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 17.2.1 or 17.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below

(c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

(e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

17.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

17.2.5 Subject to GCC Sub-Clause 17.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 17.2.3. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

17.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 17.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price or the entire Facilities if entire Facilities have been completed or the price for part of the Facilities if part of the Facilities have been completed, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GCC Sub-Clause 17.2.5, the Contractor shall pay the balance to the

Employer, and if such excess is less than the sums due the Contractor under GCC Sub-Clause 17.2.5, the Employer shall pay the balance to the Contractor. For facilitating such payment the Employer shall encash the Bank Guarantees of the Contractor available with the Employer and retain such other payments due to the Contractor under the Contract in question or any other Contract that the Employer may have with the Contractor.

The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

17.3 In this GCC Clause 17, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

17.4 In this GCC Clause 17, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the corresponding Appendix (Terms and Procedures of Payment) to the Contract Agreement.

18.0 EXTENSION FOR DELAY

18.1 If the work is delayed by:

i) Force Majeure and /or

ii) Excepted Risks, as defined in para (p) and (r) of Clause 1.0 (Definitions) then upon the happening of any of aforesaid events, causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless make constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge for proceeding with the works.

18.2 Request for extension of time, on grounds to be eligible for consideration of extension, shall be made by the Contractor in

writing within Fourteen days of the happening of the event causing delay. The Contractor may, also, if practicable, indicate in such a request the period for which extension is desired.

18.3 In any such case the Authority mentioned in Schedule-A may give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, latest within one month of the date of receipt of such request and required clarifications, if any, by the Engineer-in-Charge.

18.4 In case the Contractor's performance is delayed due to any act of omission on the part of the Employer or his authorised agents, the Contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the Employer has caused delay in the Contractor's performance of the contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer-in-Charge shall be final.

19.0 TOOLS, PLANTS & EQUIPMENT

19.1 The Contractor shall arrange at his own expense all tools, plant and equipment (hereinafter referred to as T&P) required for execution of the work.

20.0 MATERIALS

20.1 The Contractor shall at his own expense, provide all materials required for the works. All the materials shall conform to the makes, specified in the approved makes of materials enclosed with the specification.

20.2 All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge that the materials so comply to the specifications and as well provide samples for approval of the Engineer-in-Charge that the materials so comply prior to supplies or their use in the works, (approved samples are to be

maintained/preserved by the Contractor carefully during progress of works).

20.3 Accordingly, the Contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of all the materials to be used in the works. The Engineer-in-Charge shall within seven days of supply of samples or within such further period as he may require, intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval fresh samples complying with the specifications laid down in the Contract.

20.4 The Engineer-in-Charge shall have full powers to order removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to procure proper materials from other sources to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be used in the works provided that all costs, which may spend upon such removal and/or substitution shall be borne by the Contractor, of which, the Engineer-in-Charge shall keep the Contractor informed at every stage.

20.5 **Patents & Royalties**

The Contractor shall indemnify the Employer, its representatives or employee of the Employer against any action, claim or proceedings relating to infringement or use of any Patent or Design or any alleged Patent or Design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or any agent, servant or employee of the Employer in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof and the Contractor shall be at liberty, at

his own expenses to settle any dispute or to conduct any litigation that may arise therefrom, provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer; but the Contractor shall pay royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued after submission of the Tender.

20.6 As brought in clause 6.0 and subject to as hereinafter provided all charges on account of Octroi, Terminal or Sales tax and other Duties on materials obtained for the works from any source shall be borne by the Contractor.

20.7 The Engineer-in-Charge shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and Contractor shall provide at his expense all facilities which the Engineer-in-Charge may require for the purpose. For the tests which are not specified in the Contract but are required by the Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests shall be borne by the Contractor only if the tests disclose that the said materials are not in accordance with the provision of the Contract. The cost of materials consumed in tests shall be borne by the Contractor in all cases except when otherwise provided.

20.8 In addition the Contractor shall perform/submit at his own cost such tests/ samples as may be required by the Engineer-in-Charge.

20.9 Proprietary Materials

The following materials, when brought to site, shall be inspected by the Employer.

a) Water Proofing compound(if applicable).

b) Cement

c) Steel

d) Primer/ Paints/ Varnish etc.

e) Bitumen(if Applicable)

f) Chemical for anti-termite treatment(if Applicable)

g) Any other materials as per discretion of the Employer.

20.9.1 The quantity of proprietary materials shall be measured and recorded in the Measurement Books and signed by the Contractor and the Engineer-in-Charge as a check to ensure that the quantities have been brought to site for incorporation in the work.

20.9.2 Proprietary materials brought at site shall be stored as directed by Employer and those already recorded in Measurement Book, shall be suitably marked for identification.

20.9.3 The Contractor shall ensure that the proprietary materials are brought to site in original sealed containers or packings bearing manufacturer's markings and brands (except where the quantity required is fraction of the smallest packing). Materials not complying with the requirement shall be rejected. The empty containers of such proprietary materials shall not be destroyed /disposed off without the permission of Engineer-in-Charge.

20.9.4 The Contractor shall produce receipted vouchers showing quantities of the materials to satisfy Engineer-in-Charge that the materials comply with the specifications. These vouchers shall be endorsed, dated and initiated by Engineer-in-Charge giving the Contract numbers and name of work and certified copy of each such voucher signed by the Contractor will be kept on record. The provisions of this clause may be relaxed if the quantity/purchase cost of material is considerably very small.

21.0 CEMENT & STEEL FOR THE WORK

21.1 The Contractor shall make his own arrangements for all the construction materials including cement and steel as are required for proper completion of the project. The materials to be incorporated in the work are required to confirm the CPWD/ IS standards/ the specification, as applicable indicated elsewhere herein the contract documents.

21.2 **Cement and Cement Godown**

Cement shall be procured by Contractor conforming to CPWD/ IS standards/ the specification, as applicable and only directly from the reputed manufacturers which will have to be got approved from the Employer in advance. Relevant vouchers and test certificates will be produced as and when required.

The cement shall be stored by the Contractor in such suitable covered and lockable stores, well protected from climate and atmosphere's effect, which shall be locked by the Contractor. Employer may also choose to put a double lock. The cement godown shall be constructed by the Contractor as per specifications at his own cost. The cement will remain under double lock, one from the Employer & one from Contractor. The cement in bags shall be stored in godowns in easy countable position. Cement bags shall be used on first IN first OUT basis. Cement stored for beyond 90 days will be required to be tested at Contractor's cost before use in works.

21.3 **Steel & Steel Stockyard**

Steel conforming to CPWD/ IS standards/ the specification, as applicable shall be procured by the Contractor directly preferably from SAIL, TISCO /RASHTRIYA ISPAT NIGAM.

Contractor shall make advance planning for procurement of steel directly from SAIL/TISCO/RASHTRIYA ISPAT NIGAM. The contractor is to arrange to stock all types of steel in accordance with I.S Standard. To avoid any rusting etc., proper storing arrangements shall be made by the Contractor to store the steel in different diameter-wise stacks at his own cost.

Test certificates for each consignment of steel shall be furnished. However, the number of mandatory tests of steel as per CPWD norms/ IS standards/ the specification, as applicable may be got carried out by the Contractor as per the directions of Engineer-in-Charge for incorporating the materials in the work, at no additional cost of procurement from any source other than SAIL, TISCO or RASHTRIYA ISPAT NIGAM.

21.4 The Contractor shall maintain and submit proper records towards ascertaining the quantities of cement & steel received at site and consumed in the work and shall also submit the theoretical vs Actual Consumption Statements alongwith each third RA Bill i.e. 3rd, 6th, 9th etc. in respect of these materials. Proper record /registers shall be maintained towards the receipt of these materials indicating the quantity of receipt, size of bars, agency from where received, make /manufacturer, date & challan No. etc. and also towards day-to-day consumption of these materials (cement only) in the work and all such entries will be open for inspection of Employer.

21.5 Any under-consumption of cement, i.e. actual consumption being less than theoretical consumption plus allowable variation as given below, shall be recovered at twice the prevailing market rate of cement.

Allowable variation for under consumption of cement:2% (two percent)

21.6 Keeping in view minimum wastage in the item of reinforcement steel, actual consumption would be atleast 1% more than the theoretical consumption including authorised overlaps & chairs etc. Should the actual consumption be less than 1.01 times the theoretical consumption, the difference between actual consumption and 1.01 times the theoretical consumption shall be recovered at twice the prevailing market rate of steel.

21.7 Nothing extra shall be payable if actual sectional weights of various sizes of steel are more than weight specified in IS code.

21.8 a) Materials required for the works, brought by the Contractor shall be stored by the Contractor only at places approved by the Engineer-in-Charge, storage and safe custody of material shall be responsibility of the Contractor.

b) Employer's officials concerned with the Project shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination free of cost.

c) All materials brought to the site shall become and remains the property of the Employer and shall not be removed off the site without the prior written approval of the Engineer-in-Charge. But whenever the works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expenses forthwith remove from the site all surplus material original supplied by him and upon such removal, the same shall become the property of the Contractor.

22.0 LABOUR

22.1 Valid License for Labour

The Contractor shall obtain a valid license under the contract labour (R&A) Act 1970 and the contract labour Act Central Rules 1971, before the commencement of work.

22.2 Labour Safety Provision

The Contractor shall be fully responsible to observe the labour safety provisions.

22.3 **Observance of Labour Laws**

22.3.1 The Contractor shall be fully responsible for observance of all labour laws and other laws applicable in this matter and shall indemnify and keep indemnified the Employer against effect or non-observance of any such laws. The Contractor shall be liable to make payment to all its employees and make compliance with labour laws. If Employer is held liable as "Principal Employer" to pay contributions etc. under legislation of Govt. or Court decision in respect of the employees of the Contractor, then the Contractor would reimburse the amount of such contributions so paid by Employer.

22.3.2 **EPF Contribution**

As per latest amendments to P.F. Act, employees/workers engaged by Contractor are to be provided P.F coverage from the very first day of their employment. In compliance to this, the Contractor is to submit a monthly statement for deductions /subscriptions. In case of the Contractor not being registered with the EPF authorities or in absence of the required statement, 25% of the authenticated and certified wages bill or 5% of the value of work done, whichever is less, shall be withheld by Employer and shall be released only after the production of the clearance certificate from the EPF / ESI Authorities that no dues on this account is outstanding.

22.4 **Labour Records**

The Contractor shall submit, by the 4th & 19th of every month to the Engineer-in-Charge a true statement, showing in respect of the second half of the preceding month and the first half of the current month, respectively, of the following data:

1) The number of the labour employed by him (category-wise)
2) The working hours
3) The wages paid to them.

4) The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused.

5) The number of female workers who have been allowed Maternity Benefits and the amount paid to them.

6) An eligibility register of the labour for the purpose of EPF is required to be maintained at site which will have regular certification after due confirmation of the record and the facts by the Engineer-in-Charge or his authorised representative.

7) Any other information required by Engineer-in-Charge.

22.5 **Certificate of Labour Officer**

Contract Performance Guarantee of the Contractor shall not be refunded till the clearance certificate from the Labour Officer is obtained by the Contractor and submitted to the Employer.

22.6 The Contractor shall employ labour in sufficient numbers either directly or through Sub-Contractor to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the works any Child Labour.

22.7 The Contractor shall pay to labour employed by him either directly or through his other sub-Contractor wages not less than fair wages as defined in the Contractors's Labour Regulations.

Payment of wages to Labour shall be regulated by Minimum Wages Act provisions and the Contractor should, to the satisfaction of Engineer-in-Charge, provide documentary evidence or otherwise regarding his actual disbursement of wages to Labour.

22.8 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations, notifications and bye laws of the State or Central

Government or local authority and any other labour law (including rules), regulations, bye laws and that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

22.9 The Contractor shall comply with the provisions of Workmen's Compensation Act 1923, Payment of Gratuity Act 1972, Employee P.F and Miscellaneous Provision Act 1952, Maternity Benefit Act 1951, Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, 1948, Payment of Wages Act 1936, Equal Remuneration Act 1979, Payment of Bonus Act 1965, Industrial Disputes Act, 1947, Industrial Employment (Standing Orders) Act 1946, Trade Unions Act 1926, Child Labour (Prohibition & Regulation) Act 1986, Interstate Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979, The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996, Employees State Insurance Act 1948 (wherever made applicable by appropriate Government) and Mines Act 195, or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.

(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.

(b) 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 at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

(c) Employee P.F. and Miscellaneous Provision Act 1952: The Act provides for monthly contribution by the employer plus workers @10% or 8.33%. The benefits under the Act are:

(i) Pension or family pension on retirement or death, as the case may be.

(ii) Deposit linked insurance on death in harness of the worker.
(iii) Payment of P.F. accumulation on retirement/death etc.

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

(e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certification of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more labour contract labour.

(f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

(g) Payment of Wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.

(h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

(i) Payment of Bonus Act 1965: 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. 3500/- per month or less. The bonus is to be paid to employees getting Rs. 2500/- per month or above upto Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. 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.

(j) Industrial Dispute Act 1947: the Act lays down the machinery the 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.

(k) 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 Employer on matters provided in the Act and get the same certified by the designated Authority.

(l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

(m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.

(n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

(o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996 : All the establishments who carry on any building or

other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the government.

(p) Factories Act 1948: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

22.9.1 Protection of Environment

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as consequence of his methods of operation.

During continuance of the Contract, the Contractor and his Sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution'

means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

22.9.2 The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provisions of "The Employees State Insurance Act, 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-Charge shall recover from the running bills of the Contractor an amount of contribution as assessed by him.

The amount so recovered shall be adjusted against the actual contribution payable for Employees State Insurance.

22.10 If the Employer is caused to pay under any law as Principal Employer such as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/ Byelaws / Acts/Rules/ Regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Employer including his amount of performance security for adjusting the aforesaid payment. The Employer shall also have right to recover form the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

22.11 The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made under, regulations or notifications including amendments.

22.12 In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labour Regulations as amended from time to time or furnishing any information or submitting or filling any Form /Register/ Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labour Regulations the Contractor shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.100 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs.500 per day for each day of default subject to a maximum of ten percent of the estimated cost of the works put to Tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.

22.13 Model Rules for Labour Welfare: The Contractor shall at his own expense comply with or cause to be complied with specific provisions relating to welfare and amenities to workmen contained in relevant labour legislation and Model Rules for Labour Welfare as appended to these conditions or rules framed by Government from time to time for the protection of health and for making sanitary arrangements for workers employed directly or indirectly on the works. In case the Contractor fails to make arrangements as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.

22.14 Wherever five or more inter-State Migrant Workmen are to be employed by the Contractor either directly or through other sub-contractor he will do so only after informing the Engineer-in-Charge and will obtain a licence from the Licensing Officer appointed by appropriate Government.

22.14.1 In case five or more Inter-State Migrant Workmen are employed by the Contractor, he shall carry out all the duties and obligations of the Contractor as defined in Chapter IV of Inter-State Migrant Workmen (R.E.C.S) Act, 1979 and comply with the provisions and implement measures relating to Wages, Welfare, and other facilities to be provided to Inter-State Migrant Workmen as contained in Chapter-V of the said Act.

22.14.2 The fixed date of payment of Wages to such Workmen will be notified by the Contractor in advance and firm arrangements will be made by him to ensure the presence of a representative of Employer on the date and time of payment of Wages, in consultation with the Engineer-in-Charge. In case of any short fall in payment of wages or non-payment of due wages by the Contractor, the Engineer-in-Charge will be competent to pay equivalent amount to the entitled Workmen directly and recover the same from the Contractor either from his dues or deposits.

23.0 SAFETY CODE

23.1 Safety requirements of general nature are attached hereto in Section VI - Sample Forms and Procedures.

23.2 The Contractor shall, at all times at his own expense exercise reasonable and proper precautions for the safety of all people directly or indirectly employed for the performance of the work and shall comply with the safety regulations/ instructions/ measures as given in Section VI - Sample Forms and Procedures. In addition to above, instructions /measures contained in the IS Code of practices for different works, some of important ones of which are given below, are to be referred to as relevant to each item:

1.	IS: 3764	1992	Excavation work
2.	IS: 7293	1974	Working with construction machinery
3.	IS: 7969	1975	Handling & storage of building materials
4.	IS: 3696	1987	Scaffolds & Ladders (Pt.I-Scaffolds)
5.	IS: 3696	1991	Scaffolds & Ladders (Pt.II-Scaffolds)
6.	IS: 818	1968	Safety and health protection in electric, gas welding and cutting operations.
7.	IS : 5121	1969	Piling & other Deep foundations.
8.	IS: 4130	1991	Demolition of buildings (2nd revision)(if Applicable)
9.	IS: 5916	1970	Construction involving use of hot bituminous materials.
10.	IS: 3016	1982	Fire protection in welding & cutting operations.

23.3 In addition to the above, the Contractor's responsibilities shall inter-alia include the following:

i) All machinery, equipment and other sources of physical hazards shall be guarded in accordance with the requirements of the regulations and safety laws/ Acts of the Central and State Governments as well as Union territories.

ii) In order to supervise the work from point of view of safety, the Contractor shall appoint a safety Engineer/ Office who shall report and be responsible to the Safety

Engineer and /or the Engineer in charge of the Employer.

iii) The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear all the expenses for defence of every suit, action & other proceedings of Law that may be brought by any person for injury sustained owing to neglect of any of the required precautions. The Contractor shall also pay all damages and costs which may be awarded in any such suit, and proceedings to any such persons or which may with the consent of the Contractor is paid to compromise any claim by any person.

iv) The Contractor shall observe all applicable regulations regarding safety on the Site.

Unless otherwise agreed, the Contractor shall, from the commencement of work on Site until taking over, provide :

a) fencing, lighting, guarding and watching of the Works wherever required, and

b) temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of Employer/his representatives and occupiers of adjacent property, the public and others.

v) The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Employer or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer-in-Charge, as he may deem necessary.

vi) The Contractor will notify well in advance to the Engineer-in-Charge of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer-in-Charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer-in-Charge shall have the right at his sole discretion to inspect any such

container or such construction plant/ equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Employer and the Employer shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Engineer-in-Charge's instructions.

Further, any such decision of the Engineer-in-Charge shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the Engineer-in-Charge, the Contractor shall use alternative methods with the approval of the Engineer-in-Charge without any cost implication to Employer or extension of work schedule.

vii) Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer-in-Charge. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

viii) All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of Employer in this regard.

ix) Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Ad 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer-in-Charge or by the person authorised by him.

x) The Contractor shall be fully responsible for the safe storage of his

and his Sub-Contractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by the Contractor.

xi) The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer-in-Charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

xii) Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.

xiii) The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc The scaffoldings shall be erected under the control and, supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.

xiv) The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Employer or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by Employer to handle such fuses, wiring or electrical equipment

xv) Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Employer, he shall:

a. Satisfy the Engineer-in-Charge that the appliance is in good working condition;

b. Inform the Engineer-in-Charge of the maximum current rating, voltage and phases of the appliances;

c. Obtain permission of the Engineer-in-Charge detailing the sockets to which the appliances may be connected.

xvi) The Engineer-in-Charge will not grant permission to connect until he is satisfied that;

a. The appliance is in good condition and is fitted with suitable plug;

b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

xvii) No electric cable in use by the Contractor/ Employer 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.

xviii) No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer-in-Charge and a permit to work shall be issued by the Engineer-in-Charge before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to he provided by the Contractor to electricians/workmen/officers.

xix) Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-Contractors, the Sub-Contractor's workmen/ employees will also be considered as the Contractor's employees/workmen for the above purpose.

The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Engineer-in-Charge with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

23.4 It is mandatory for the Contractor to observe during the execution of the works, the requirements of Safety rules which would generally include but not limited to the following:

Safety Rules

a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor so as to enable him to conduct his work in a safe manner.

b) 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.

c) Under no circumstances shall an employee hurry or take unnecessary chances when working under hazardous conditions.

d) Employees must not have naked fires unattended. Smoking shall not be permitted around fireprone areas and adequate fire fighting equipment shall be provided at crucial locations.

e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.

f) There shall be suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.

g) The staircases and passageways shall be adequately lighted.

h) The employees when working around moving machinery must not be permitted to wear loose garments. 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.

i) 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.

j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

k) In cases of rock excavation blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.

23.5 **Accident/ Accident Reports**

23.5.1 On the occurrences of any accident, Contractor shall report the same in writing to the Engineer-in-Charge immediately on the occurrence of the accident. In case of fatal accidents or those which are serious and may result in death, the report shall be made immediately to the Engineer-in-Charge in the prescribed proforma, and also to all the authorities envisaged under the applicable laws like the Local Police Authorities, workmen compensation commissioner, etc.

Also a monthly report of all accidents in prescribed proforma shall be submitted by the Contractor to the Engineer-in-Charge.

23.5.2 The Engineer-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 Contractor shall be informed in writing about the nature of hazards and possible injury / accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer-in-Charge within 3 days of such stoppage of work and decision of the Engineer-in-Charge in this respect shall be conclusive and binding on the Contractor.

23.5.3 The Contractor shall not be entitled for any damages / compensation for stoppage of work due to safety reasons as specified in para GCC 23.5.2 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

23.5.4 The Contractor shall follow and comply with all Employer Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and Employer Safety Rules referred above, the latter shall

be binding on the Contractor unless the statutory provisions are more stringent.

23.5.5 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 23.5.2 above, the Contractor shall promptly pay to Employer, on demand by the Employer, compensation at the rate of Rs. 5,000/- per day of part thereof till the instructions are complied with and so certified by the Engineer-in-Charge. However, in case of accident taking place causing injury to any individual, the provisions contained in GCC Sub-Clause 23.5.6 shall also apply in addition to compensation mentioned in this Clause.

23.5.6 If the Contractor does not take adequate safety precautions and/or fails to comply with the Safety Rules as prescribed by 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 Employer to such person or next to kith and kin of the deceased:

a.	Fatal injury or accident causing death	Rs. 1,000,000/- per person
b.	Major injuries or accident causing 25% or more permanent disablement	Rs. 100,000/- per person

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 to the Contractor under the contract or any other on-going contract.

23.5.7 If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by the

Employer and no accident occurs then Employer may consider the performance of the Contractor and award suitable 'ACCIDENT FREE SAFETY MERITORIOUS AWARD' as per scheme as may be announced separately from time to time.

23.6 In the event of persistent default by the Contractor in observance of safety requirements which lead to unsafe working and/or accidents, on any grounds whatsoever, including employment of inexperienced worker or workers not using safety wears, or any other causes which result in serious accidents on the works, the Engineer-in-Charge shall give notice for termination of Contract if he considers necessary in similar manner as provided under the clause for cancellation of the Contract in full or part.

23.7 The Contractor shall also submit 'Safety Plan' as per proforma specified in Section VI – Sample Forms and Procedures of the Bidding Documents alongwith all the requisite documents mentioned therein and as per check-list contained therein to the Engineer In-Charge for its approval within 60 days of award of Contract.

Further, one of the conditions for release of first progressive payment / subsequent payment towards Services Contract shall be submission of 'Safety Plan' alongwith all requisite documents and approval of the same by the Engineer In-Charge

24.0 CONTRACTORS USE OF LAND FOR SITE OFFICE ETC.

24.1 The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the site until instructed to do so by the Engineer-in-Charge in writing. The portion of the site to be occupied by the Contractor shall be defined and/or marked on the site plan, failing which these shall be indicated by the Engineer-in-Charge at site and the Contractor shall on no account be allowed to extend this operation beyond these areas. In respect of any land allotted to the Contractor for purposes of or in connection with the contract, the Contractor shall be a licencee subject to the following and such other terms and conditions as may be imposed by licencer:

i) that he shall pay a nominal licence fee of Rs. 1 per year or part of a year for use and occupation, in respect of each and every separate area of land allotted to him.

ii) that such use or occupation shall not confer any right of tenancy of the land to the Contractor.

iii) that the Contractor shall be liable to vacate the land on demand by the Engineer-in-Charge.

iv) that the Contractor shall have no right to any construction over this land without the written permission of the Engineer-in-Charge. In case, he is allowed to construct any structure, he shall have to demolish and clear the same before handing over the completed work unless agreed to the contrary. The Contractor shall provide if necessary or required on the site all temporary access thereto and shall alter, adapt and maintain the same as required from time to time and shall clear them away as and when no longer required and as and when ordered by the Engineer-in-Charge and make good all damage done to the site.

25.0 SETTING OUT THE WORKS

25.1 The Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works and the Contractor shall set out the works and be responsible for the accuracy of the same. He shall rectify at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Employer. The Contractor shall protect and preserve all bench marks used in setting out works till end of the Defect Liability Period unless the Engineer-in-Charge directs their earlier removal.

26.0 SITE DRAINAGE

26.1 All water which may accumulate on the site during the progress of the works, or in trenches and excavations, shall be removed and drained out from the site to the satisfaction of the Engineer-in-Charge by the Contractor at his expense.

27.0 NUISANCE

27.1 The Contractor shall not at any time do, cause or permit any nuisance on site or do anything which shall cause unnecessary disturbance or inconvenience to Owner, Tenants or Occupiers of other properties near the site and to the public generally.

28.0 MATERIALS OBTAINED FROM EXCAVATION

Materials of any kind obtained from excavation on the site shall remain the property of the Owner and shall be disposed of as the Engineer-in-Charge may direct.

29.0 TREASURE, RELIC, MONUMENT & FOSSILS, ETC.

All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest discovered on the site shall be the absolute property of the Owner and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposal of the same at the expense of the Employer.

30.0 SECURITY & PROTECTION OF TREES

30.1 Trees designated by the Engineer-in-Charge shall be protected from damage during the course of the works. Where necessary, such trees shall be protected by providing temporary fencing.

30.2 The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-Charge for

the protection of the works or for the safety and convenience of those employed on the works or the public.

31.0 CONTRACTOR'S SUPERVISION

31.1 The Contractor shall either himself supervise the execution of the works or shall appoint a competent representative approved by the Engineer-in-Charge. If the Contractor has himself not sufficient knowledge and experience to be capable of receiving instructions or cannot give his full attention to the works, the Contractor, shall at his own expense, employ as his accredited representative an engineer approved by the Engineer-in Charge. Orders given to the contractor's representative shall be deemed to have the same force if these had been given to the Contractor himself. If the Contractor fails to appoint a suitable representative as directed by the Engineer-in-Charge, the Engineer-in-Charge shall have full power to suspend the execution of the works until such date as a suitable representative is appointed and the Contractor shall be held responsible for the delay so caused to the works.

32.0 INSPECTION AND APPROVAL

32.1 All works embracing more than one process stage shall be subject to examination and approval at each stage thereof or one stage as per instruction of Engineer-in-Charge. The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative when each stage is ready. In default of such a notice, the Engineer-in-Charge shall be entitled to appraise the quality by such measures as considered appropriate, at the cost of the Contractor.

32.2 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall afford full opportunity and facility for examination and measurement of any of the work which is about to be covered up or put out of view, this applies to examination of foundation also before permanent work is placed thereon. The Contractor shall give due notice in writing to the Engineer-in-Charge or his authorised representative whenever any such work or stage of work including foundation work is ready for examination

prior of start of concreting or covering up of the foundation and the Engineer-in-Charge or his representative shall without reasonable delay, unless he considers it unnecessary and advises the Contractor in writing accordingly, attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice in writing he shall, if required by the Engineer-in-Charge, uncover and dismantle such work at his own expense.

32.3 The Engineer-in-Charge or his representative shall have powers at any time to inspect and examine any part of the works and the Contractor shall give such facilities as may be required for such inspection and examination.

33.0 DUTIES AND POWERS OF ENGINEER-IN-CHARGE'S REPRESENTATIVE AND ENGINEER-IN-CHARGE SHALL INCLUDE THOUGH NOT LIMITED TO THE FOLLOWING

33.1 The duties of the representative of the Engineer-in-Charge are to watch and supervise the Works and to test and examine any materials to be used and ensure workmanship level required in the works.

33.2 The Engineer-in-Charge may from time to time in writing delegate to his Representative any of the powers and authorities vested in the Engineer-in-Charge by the Employer. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the Contractor within the terms of such delegation be binding on the Contractor as though it has been given by the Engineer-in-Charge.

33.3 Decision of the Engineer-in-Charge shall be final and binding on the Contractor in respect of:

i) Measurements.

ii) Quality and workmanship.

iii) Ordering variations, deviations, substitutions items, additions, deletions in the works including rescheduling and change of sequence of construction.

iv) All other matters for implementation of Contract delegated to Engineer-in-Charge by the Employer.

34.0 REMOVAL OF WORKMEN

34.1 The Contractor shall employ in and about the Execution of the works only such persons as are skilled and experienced in their several trades and the Engineer-in-Charge shall be at liberty to object to and require the Contractor to remove from the works any person employed by the Contractor in or about the execution of the works who in the opinion of the Engineer-in-Charge misconducts himself or is incompetent or negligent towards proper performance of his duties and such person shall not be again employed in the Works without permission of the Engineer-in-Charge.

35.0 UNCOVERING AND MAKING GOOD

The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part subsequently found, on uncovering of works, to be executed in accordance with the Contract, the expenses of uncovering and / or making opening in or through reinstating and making good the same shall be borne by the Employer. In any other case all such expenses shall be borne by the Contractor.

36.0 WORK DURING NIGHT OR ON SUNDAYS AND HOLIDAYS

36.1 Subject to any provisions to the contrary contained in the Contract, none of the permanent works shall be carried out during night or on Sundays or on authorised holidays without the permission in writing of the Engineer-in-Charge and subject to the Engineer-in-Charge having satisfied himself to the Contractor's adequacy of supervision, quality assurance and safe working environments including lighting and ventilation etc.

37.0 COMPLETION CERTIFICATE

37.1 As soon as the work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within thirty (30) days of receipt of such notice the Engineer-in-Charge shall inspect the work and shall furnish the contractor with a Certificate of Completion indicating (a) date of Completion (b) defects to be rectified by the Contractor and /or (c) items for which payment shall be made at reduced rates. No Certificate of Completion shall be issued nor shall the work be considered to be completed till the Contractor shall have removed from the premises on which the work has been executed all scaffolding, sheds and surplus materials (except such as are required for rectification of defects) rubbish and all hutments and sanitary arrangements provided for his workmen on the site in connection with the execution of the work, as have been erected by the Contractor or the workmen and cleaned all dirt from the parts of building(s) in upon or about which the work has been executed or of which he may have had possession for the purpose of the execution thereof and cleaned floors, gutters and drains, eased doors and sashes, oiled locks and fastening labelled key clearly and handed them over to the Engineer-in-Charge and made the whole premises fit for immediate occupation or use to the satisfaction of the Engineer-in-Charge. If the Contractor shall fail to comply with any of the requirements of this conditions as aforesaid, on or before the date of completion of the works, the Engineer-in-Charge may at the expense of the Contractor fulfill such requirements and dispose of the scaffoldings, surplus materials and rubbish, etc. as he thinks fit and the Contractor shall have no claim in respect of any such scaffoldings, surplus materials except for any sum actually realised by the sale thereof less the cost of fulfilling the requirements and any other amount that may be due from the Contractor. If the expense of fulfilling such requirements is more than the amount realised on such disposal as aforesaid, the Contractor shall forthwith on demand pay such excess within 30 days.

If at any time before completion of the entire work items or group of items, for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge can take possession of any part of the same.

37.2 Taking Over

Upon successful completion of all tests to be performed at site on work /equipment materials furnished by the Contractor, the Employer shall issue to the Contractor a Taking over Certificate as a proof of the final acceptance of the work/equipment /materials. Such certificate shall not unreasonably be withheld nor will the Employer delay the issuance thereof on account of minor omissions or defects which do not affect the use and operation of the building and/or cause any serious risk to the work /equipment/ materials. Such certificates shall not relieve the Contractor of any of his obligations which otherwise survive by the terms and conditions of the Contract after issue of such certificate.

38.0 LIQUIDATED DAMAGES FOR DELAY BY CONTRACTOR

38.1 If the Contractor fails to complete the work including successful trial operation, where applicable and clear the site on or before the Contract or extended date of completion, he shall, without prejudice to any other right or remedy of the Employer on account of such breach, pay to the Employer as liquidated damages, not as penalty, a sum equivalent to the following percent of contract value for every week of delay or part thereof.

a) Completion period (as originally stipulated) not exceeding 6 months @1%

b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years @0.5%

c) Completion period (as originally stipulated) exceeding 2 years @0.5%

However, total amount of liquidated damages for delay under the contract will be subject to a maximum of the following percent of the total Contract price.

a) Completion period (as originally stipulated) not exceeding 6 months @10%

b) Completion period (as originally stipulated) exceeding 6 months and not exceeding 2 years @7.5%

c) Completion period (as originally stipulated) exceeding 2 years @5%

The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other Contract with the Employer.

39.0 GUARANTEE

39.1 The Contractor shall warrant that the work executed by the Contractor and the materials used therein shall be of approved quality and in accordance with prescribed specifications and the Contract document and is free from any defects in the materials, design, workmanship and any other defects whatsoever during the period as specified against clause 40 of GCC commencing immediately upon handing over the work to Employer.

39.2 In the event of any emergency where in the judgement of the Engineer-in-Charge, delay and any repairs or adjustments as required could cause serious loss or damage such as carried out by the Engineer-in-Charge or a third party chosen by the Engineer-in-Charge without advance notice to the Contractor, the cost of such repairs and works shall be paid by the Contractor or by the surety under the Contract. In the event such action is taken by the Engineer-in-Charge, the Contractor would be notified promptly. This shall however not relieve the Contractor from his responsibilities & liabilities under the Terms and Conditions of the Contract.

39.3 At the end of defect liability period Contractor's liability ceases except for any defects that by their nature come to notice later. Action shall be taken for rectification of such defects, as per provisions in the Contract and covered by appropriate Guarantee clause from the Contractor.

40.0 DEFECTS LIABILITY PERIOD

40.1 The Defect Liability Period shall be twelve (12) months reckoned from the date of Completion of works under the contract for the respective pile foundation package or 12 months from the date of commissioning of the corresponding Transmission Line, whichever period concludes later.

The Contractor shall be responsible to make good and remedy at his own expense within such period, any defect which may develop or may be noticed before the expiry of Defect Liability Period and which arises from either:

a) Any defective workmanship or

b) An act of commission, of the Contractor during the defect liability period.

The Contractor shall make good the defects & damages immediately at his own cost to match the original specifications to the satisfaction of the Engineer-in-Charge.

41.0 CONTRACTOR'S LIABILITY AND INSURANCE

41.1 From commencement to completion of the works, the Contractor shall take full responsibility for the care thereof and shall take precautions to prevent any loss or damage with a view to minimise loss or damage to the maximum extent possible and shall be liable for any part thereof including any loss to all the Employer's T&P from any cause whatsoever (save and except the Excepted Risks) and shall at his own cost repair and make good the same so that on completion, the works and all Employer's T&P shall be in good order and condition and in conformity with the requirements of the Contract and instructions of the Engineer-in-Charge.

41.2 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of Law to protect his interest and interests of the Employer against all perils detailed herein. The form and the limit of such insurance as defined herein together with the underwriter in each case shall be acceptable to the Employer. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Employer. Contractor shall, however, be authorised to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.

41.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacements/ reinstatement cost of the Work/ equipment/ materials for all risks. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all work/ equipment / materials and to ensure their availability as per Project requirements. The insurance coverage shall also include but not be limited to the following:

a) Third party liability insurance with a minimum coverage of Rs.100,000/- (Rupees one hundred thousand only) for each occurrence.

b) Employer's liability and worker's compensation insurance in respect of the Personnel of Contractor in accordance with the relevant provision of the applicable law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

41.4 In the event of any loss or damage to the works or any part thereof or to any T&P or to any material or articles at the site from any of the Excepted Risks, or force majeure the following provisions shall apply:

a) The Contractor shall, as may be directed in writing by the Engineer-in-charge, remove from the site any debris and such portions of the works as have been damaged, and transporting to the Employer's store such Employer's T&P articles and/or materials as may be directed by Engineer-in-charge or his representative.

b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, proceed with the construction, erection

and completion of the works under and in accordance with the provisions and conditions of the Contract; and

c) Any payments in respect of aforesaid, as decided by Engineer-in-Charge shall be added to the Contract Sum. The net amount due shall be ascertained in the same manner as for deviations or as prescribed for payment. The net amount payable shall also include adjustment in respect of the undernoted formats :

Any re-execution of the works lost or damaged; the replacement of any T&P and/or any materials and articles lost or damaged, but not incorporated in the works on the day when the loss or damage occurred and the removal of the same by the Contractor of Employer's T&P articles and/or materials to the Employer's store and of debris and damaged works referred to therein as well as the compensation paid by him under the law for the time being in force, to any workman employed by him for any injury caused to him or to the workman's legal successors for loss of the workman's life.

41.5 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of such loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not having taken precautions to prevent loss or damage or minimise the amount of such loss or damage.

41.6 Where Employer's building or a part thereof is rented by the Contractor he shall insure the entire building against damage and fire risks if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

41.7 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any persons or any property whatsoever which may arise out of or in consequence of the construction and maintenance of works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any compensation or damage caused by the Excepted Risks.

41.8 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property (excluding that of the Employer but including the Employer's building rented by the Contractor wholly or in a part and any part of which is used by him for storing combustible materials), or to any person (including an employee of the Employer) or arising out of carrying out of the Contract works.

41.9 The Contractor shall at all times indemnify the Employer against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and the Maternity Benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Employer his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent of the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

41.10 The aforesaid insurance policy/policies shall provide that they shall not be cancelled until the Engineer-in-Charge has agreed to their cancellation.

41.11 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till till the project is taken over in accordance with the definition of Taking Over, as defined in this document elsewhere.

41.12 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and shall be responsible for any claims or losses to the Employer resulting from their failure to obtain adequate insurance protection in connection thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any)

as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-charge.

41.13 If the Contractor shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case the Employer may, without being bound to effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer from any money due or which may become due to the Contractor or recover the same as a debt due from the contract.

Or

41.A.0 Contractor's Liability and Insurance (To be incorporated in those Contracts only in which execution of work involves considerable risk or loss or damage, such as works at across river crossing and/or at steep and difficult terrain and at high attitudes).

41.A.1 From commencement to completion of the Works, the Contractor shall take full responsibility and shall take such care and precautions as would prevent loss or damage and would minimise loss or damage to the maximum extent possible. The Contractor shall be liable also for all damage or loss that may occur to the works or any part thereof and all Employer's T&P(**if Any**) from any cause whatsoever save and except the Excepted Risk and shall at his own cost repair and make good the same so that at completion, the Works and all Employer's T& P shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

41.A.2 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of Law to protect his interest and interests of the Employer against all perils detailed herein. The form and the limit of such insurance as defined herein together with the underwriter in each case shall be acceptable to the Employer. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the

name of the Employer. Contractor shall, however, be authorised to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.

41.A.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacements/ reinstatement cost of the Work/ equipment/ materials for all risks. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all work/ equipment / materials and to ensure their availability as per Project requirements. The insurance coverage shall also include but not be limited to the following:

a) Third party liability insurance with a minimum coverage of Rs.100,000/- (Rupees one hundred thousand only) for each occurrence.

b) Employer's liability and worker's compensation insurance in respect of the Personnel of Contractor in accordance with the relevant provision of the applicable law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

41.A.4 In the event of any loss or damage to the Works or any part thereof or to any T&P or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect :

a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much to the Works as shall have been damaged, taking to Employer's store such Employer's T&P, articles and/or materials as may be directed.

b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and

c) These will be added to the Contract Sum, and the net amount due, ascertained in the same manner as for deviations, or as assessed by Engineer-in-charge for payment, in respect of the re-execution of the Works lost or damaged, the replacement of any T&P and of any materials and articles lost or damaged but not incorporated in the Bill of Quantities of the Contract on the day when the loss or damage occured and the removal by the Contractor as provided above of Employer's T&P articles and/or materials to the Employer's store and as well as for the debris and damaged Works referred to above including therein and the compensation paid by him, under any law for the time being in force, to any workman employed by him for any injury caused to him or to the workman's legal successors for loss of the workman's life, which are not covered for compensation under Contract requirements of insurance.

41.A.5 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as have been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage.

41.A.6 Without limiting the obligations and responsibilities under this Condition the Contractor shall insure the Works (from commencement to completion), the Employer's T&P hired by the Contractor and all materials at Site, to their full value, against the risk of loss or damage from whatever cause arising other than the Force Majeure and Excepted Risks. The said insurance shall be in the joint names of Employer and the Contractor and the Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor in instalments by the Engineer-in-Charge for the purpose of rebuilding or replacement or repair of the Works and/ or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any

claim under such a policy is not in excess of the amount if mentioned in Schedule-A the same may be recovered by the Contractor directly from the insurers and shall be utilised by him for the purpose of rebuilding or replacement or repair of the Works and/or goods destroyed or damaged as the case may be.

41.A.7 If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this Condition, the said policy shall be assigned by the Contractor in favour of the Employer; provided however, if any amount is payable under the policy by the insurers in respect of Works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.

41.A.8 Where the Employer, building or a part thereof is rented by the Contractor he shall insure the entire building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

41.A.9 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works, and shall also indemnify against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto; provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any Compensation or damage caused by the Excepted Risks and Force Majeure conditions.

41.A.10 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property, (excluding that of the Employer but including the Employer's building rented by the Contractor wholly or in part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the Employer) by or arising out of carrying out the Contract.

41.A.11 The Contractor shall at all times indemnify the Employer against all claims, damages or compensation under the Provisions of Payment

of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's compensation Act, 1947, Industrial Disputes Act, 1947, and Maternity Benefit Act, 1961 or any modifications thereof or any other Law relating thereof and rules made there under from time to time or as consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor not save and except where such accident or injury has resulted from any act of the Employer, its agents, or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent, of the Contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

41.A.12 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

41.A.13 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till the project is taken over in accordance with the definition of Taking Over, as defined in this document elsewhere.

41.A.14 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and the Contractor shall be responsible for any claims or losses to the Employer resulting from their failure to obtain adequate insurance protection in respect thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in- Charge.

41.A.15 If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case the Employer may, without being bound to, effect and keep in force any such insurance and pay

such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

42.0 FACILITIES TO OTHER CONTRACTORS

42.1 The Contractor shall, in accordance with the requirements of the Engineer-in-Charge afford all reasonable facilities to other Contractors engaged concurrently on separate Contracts in connection with the works and for departmental labour and labour of any other agency or authorised authority or statutory body which may be employed at the Site for execution of any work not included in the Contract or of any Contract which the Employer may enter into in connection with or ancillary to the works.

43.0 NOTICES TO LOCAL BODIES

43.1 Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State laws or any regulation or bye-laws of any local authority relating to the works. He shall before making any variation from the Contract drawings necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon before undertaking any such variations under instructions from any authority other than Engineer-in-Charge.

43.2 The Contractor shall pay and indemnify the Employer against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or other and any regulations or bye-laws of any local authority in respect of the works.

44.0 SUB-LETTING OF WORK

44.1 Contractor shall not further sub-contract any portion of the Contract without the prior written approval of the Accepting Authority. Employment of the piece rate workers on piece rate works shall not be deemed to be sub-contracting

provided that complete responsibility under the Labour Regulation Act/Labour Laws in force shall solely rest on Contractor / agency who employs further sub-contractor and that too with prior approval of Engineer-in-Charge.

45.0 INSTRUCTIONS AND NOTICES

45.1 Subject to as otherwise provided in this Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge.

45.2 All instructions, notices and communications, etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him. It is a condition of this Contract that the Employer shall not be responsible for postal delays/defaults in delivery.

45.3 The Contractor or his Agent shall be in attendance at the site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders/ instructions given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

45.4 The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in respect of the execution of work in "Works Site Order Book" maintained in the office of the Engineer-in-Charge and the Contractor or his authorised representative shall confirm receipt of such instructions by signing the relevant entries in this Book. If required by the Contractor he shall be furnished a certified true copy or a photostat copy of such instruction(s).

46.0 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK

46.1 If at any time after acceptance of the Tender and execution of the agreement, the Employer shall decide to abandon or reduce the scope of the 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 notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

46.2 The Contractor shall be paid at Contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilised on the work to the full extent because of the foreclosure:

a) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site offices; storage accommodation and water storage tanks.

b) i) The Employer shall have the option to take over Contractor's materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, the Employer shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Employer, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor and provided that the rates and price at which the supplies have been made by suppliers are not higher than and are reasonable in the range of market rates.

ii) For Contractor's materials not retained by the Employer reasonable cost of transporting such

materials from Site to Contractor's permanent stores or to his other works, whichever is less, shall be payable by the Employer. If materials are not transported to either of the said places, no cost of transportation shall be payable.

c) Reasonable compensation for transport of T&P from site to Contractor's permanent stores or to his other works.

d) The sum payable to the Contractor towards such compensation or remedies available (arising out of foreclosure of Contract in full or in part due to abandonment or reduction in scope of Works) shall however not exceed those claimable and payable to their sub-contractors under respective Sub-Contracts.

46.3 Any amount due to the Contractor under this Agreement may be adjusted against any amount or any other dues which may at any time, thereafter become due to the Contractor under this Agreement.

46.4 The Contractor shall, if required by the Engineer-in-Charge, furnish to him the books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

47.0 TERMINATION OF CONTRACT ON DEATH

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing Contract, the Accepting Authority shall have Powers to cancel the Contract in respect of its incompleted part without the Employer being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority to the

effect the legal representatives of deceased Contractor or the surviving partners of the Contractor's firm cannot carryout and complete the Contract shall be final and binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for any damages for not completing the Contract.

48.0 LIABILITY FOR DAMAGE, DEFECTS OR IMPERFECTIONS AND RECTIFICATION THEREOF

48.1 If the Contractor or his workman or employees shall damage or destroy any part of the building in which they may be working or any building, road, fence, etc. contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress the Contractors shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his representative prior to the expiration of the Defects Liability period, that any works has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles, provided by the Contractor for execution of the work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared or have been detected in the work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/ or remove the materials or articles so specified and provide other proper and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

48.2 In case of repairs and maintenance works, splashes and droppings from white-washing printing, etc., shall be removed and surfaces cleaned simultaneously with completion of these items of work in individual rooms, quarters or premises, etc., where the work is done, without waiting for completion of all other items of work in the Contract. In case the Contractor fails to comply with the requirements of this condition, the Engineer-in-Charge shall have the right to get the work done by other means at the cost of the Contractor. Before taking such action, however, the Engineer-in-Charge shall give three days notice in writing to the Contractor.

49.0 URGENT WORKS

If any urgent work (in respect whereof the decision of the Engineer-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other work people carry it out as he may consider necessary. If the Urgent work shall be such as the Contractor is liable under the Contract to carry out at his expenses all expenses incurred on it by the Employer shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

50.0 SPECIFICATIONS

50.1 The materials and workmanship shall conform with the provisions laid down in the specifications issued to the Bidder by the Employer.

51.0 WATER, ELECTRICITY & LAND

Water, Electricity & land for Contractor's site office, store, workshop etc., as per the requirement shall be arranged by the Contractor at their own cost. EMPLOYER will not entertain any claim whatsoever in this regard.

52.0 EMPLOYER'S LIEN ON EQUIPMENT

The Employer shall have lien on all equipment including those of the Contractor brought to the site for the purpose of

erection, testing and commissioning of the equipment to be supplied and erected under the contract. The Employer shall continue to hold the lien on all such equipment throughout the period of contract. No material brought to the site shall removed from the site by the Contractor and/or his sub-Contractors without the prior written approval of the Engineer-in-Charge.

53.0 VALUATION AND PAYMENT

53.1 Records and Measurement

The Engineer-in-Charge shall except as otherwise stated ascertain and determine by measurement the value in accordance with the Contract work done.

53.2 All item having a financial value shall be entered in Measurement Book, level book etc. prescribed by the Employer so that a complete record is obtained of all work performed under the Contract.

53.3 Measurement shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the Contractor or his authorised representative and signed by both parties in token of their correctness and acceptance.

53.4 Before taking measurements of any work the Engineer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorised representative for measurement after such a notice or fails to countersign or to record his objection within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.

53.5 The Contractor shall, without extra charge, provide necessary assistance, labour and other things necessary for measurements.

53.6 Measurements shall be signed and dated by both parties on the site on completion of measurement. If the Contractor objects to any measurements recorded on behalf of the

Employer a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Accepting Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes by Arbitration in respect of all Contract items, substituted items, extra items and deviations.

54.0 METHODS OF MEASUREMENT

54.1 Except where any general or detailed description of the work is shown, Bill of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule of Rates/ Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom. In the case of items which are not covered by the Schedule of Rates/Specification, measurements shall be taken in accordance with the relevant Standard Method of Measurement issued by the Bureau of Indian Standards.

55.0 TERMS OF PAYMENT

55.1 The Contract Price shall be paid as specified in the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix.

55.2 All payments under the Contract shall be made in Indian Rupees.

56.0 CONTRACT PRICE ADJUSTMENT

56.1 Bids shall confirm to the price adjustment provisions as detailed in appendix-2, Section-VI, Conditions of Contract. A bid submitted on a fixed price basis will not be rejected but the price adjustment will be treated as zero.

57.0 SETTLEMENT OF DISPUTES

57.1 Any dispute(s) or difference(s) arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties.

57.2 If any dispute or difference of any kind whatsoever shall arise between the Employer and the contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer-in-Charge, who within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Employer and the Contractor.

57.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Employer requires arbitration as hereinafter provided or not.

57.4 If after the Engineer-in-Charge has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

57.5 In the event of the Engineer-in-Charge failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Employer or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

58.0 OVERPAYMENTS AND UNDER PAYMENTS

58.1 Wherever any claim for the payment of a sum of money to the Employer arises out of or under this Contract against the

Contractor, same may be deducted by Employer from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that under any other Contract with the Employer or from any other sum due to the Contractor from the Employer which may be available with the Employer or from his Contract Performance Guarantee or he shall pay the claim on demand.

58.2 The Employer reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the Employer further reserve the right to enforce recovery of any overpayment when detected, not withstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Condition 60.0 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

58.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above, if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Employer.

58.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other Contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.

58.5 Any amount due to the Contractor under this Contract as underpayment may be adjusted against any amount against this Contract or any other dues which may at any time, thereafter become due before payment is made to the Contractor, from him to the Employer on any other Contract or account whatsoever.

59.0 ARBITRATION

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person in the capacity of General Manager of the Power Grid Corporation of India Limited, and if the General Manager is unavailable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman and Managing Director, POWERGRID, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of the Power Grid Corporation of India Limited, and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he has expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act, Chairman and Managing Director, Power Grid Corporation of India Limited shall appoint another person to act as arbitrator in accordance with the terms and conditions of the Contract. It is also a term of this contract that no person other than a person appointed by CMD, POWERGRID as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.

The above shall except otherwise stipulated apply to Contracts whose value does not exceed Rs. Fifty lakhs. For Contract Value exceeding Rs. Fifty lakhs, in the event of any differences/disputes which cannot be resolved amicably, aggrieved party as Claimant shall serve a notice of his/ their disagreement /dispute having arisen on the opposite party (Respondent) calling upon later to nominate his/their

nominee as arbitrator within three months of the date of such notice and that in the event of failure in nominating arbitrator by the Respondent within three months of the notice by the claimant, the arbitrator nominated by the Claimant shall become the Sole Arbitrator.

Where, however, if both the party nominates one arbitrator each i.e. Contractor nominates one person to act as arbitrator and POWERGRID nominate one arbitrator. As required under Indian Arbitration and Conciliation Act, 1996 both the arbitrators shall appoint umpire, before entering into the reference of disagreement/dispute before the two arbitrators enter into the reference.

Subject as aforesaid the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the Contract that the party invoking the arbitration shall specify the dispute/ disputes to be referred to arbitration under this clause together with the amount/ amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of parties enlarge the time, for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payments due or payable to the Contractor shall be withheld on account of such proceedings.

The arbitrator /Arbitrators shall be deemed to have entered on the reference on the date he/they issue notice to both the parties fixing the date of hearing and holding the arbitration proceedings referred to him/them.

The venue of arbitration shall be such place as may be fixed by the arbitrators in his/their sole discretion.

The award of the arbitrators/umpire as the case may be shall be reasoned, final, conclusive and binding on all parties to his Contract.

The cost of arbitration shall be borne by the parties to the dispute; as may be decided by the arbitrator(s).

In the event of dispute or differences arising between one public sector enterprise and a Govt. department or between two public sector enterprises the above stipulations shall not apply, the provisions of BPE office memorandum No.BPE/GL-001-76/MAN/2(110-75-BPE(gmi-10 DATED 1ST Jan, 1976 or its amendments for arbitration shall be applicable.

60.0 LAWS & JURISDICTION OF CONTRACT

60.1 This contract shall be governed by the Indian Laws for the time being in force.

60.2 The laws applicable to the contract shall be the laws in force in India. The courts of Delhi shall have exclusive jurisdiction in all matters arising out of this contract, including execution of arbitration awards under clause 59.0 contained herein.

61.0 Limitation of Liability

61.1 Except in cases of gross negligence or willful misconduct,

(a) the Contractor and the Employer shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

End of Section – General Conditions of Contract

SCHEDULE-A

REFERENCE TO GENERAL CONDITIONS OF CONTRACT

Clause No. of GCC

1.0 (a)	Accepting Authority	C.M.D., POWERGRID or his authorized executive, New Delhi.
1.0 (t)	Market Rate percentage addition to cover over heads and profit addition to cover over	15 per cent
15(iii)	Schedule of Rates applicable	CPWD-DSR latest for civil works
15 (vi)A	Deviation Limit for Items of Works other than those below ground surface	
15vi) Aa	Permissible deviation limit for any contract item, sub-stituted item in excess of the original value of item.	25% for individual item. However, limit of deviation for overall Contract value shall be 25%.
15 (vi) Ab	Permissible deviation limit for items of works not already included in the Contract.	25 per cent
15 (vi) B	Deviation Limit for item of Work below ground surface	
15 (vi) Ba	Permissible deviation limit for an individual trade item.	(+/-)100 per cent
16.0	Suspension of work.	
16.0 (b) (ii)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding thirty days and not exceeding 3 months	4 per cent
16 (c)	Percentage payable to cover Contractor's indirect expenses for suspension exceeding 3 months	5 per cent
18	Authority competent to decide if "any other cause" of delay is beyond Contractor's control	Engineer-in-Charge
22.4	Distribution return of number and description by trades of workmen employed on works to be submitted to Engineer-in-Charge	Fortnightly
59.0	Authority for appointing arbitrator	Chairman & Managing Director, POWERGRID

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following bid specific data shall amend and/or supplement the provisions in the General Conditions of Contract (GCC)

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
1.	GCC 1.0(n)	**Supplementing Sub-Clause GCC 1.1(n)** The Employer is: Power Grid Corporation of India Limited, North Eastern Region Transmission System, Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya) **Mobile: +91 7002775114/ +91 9436335254** Email Address: mishraniraj@powergrid.in nm.safiulla@powergrid.in
2.	GCC 1.0(v)	**Supplementing Sub-Clause GCC 1.1(v)** The Owner is: Power Grid Corporation of India Limited, North Eastern Region Transmission System, Dongtieh, Lower Nongrah, Lapalang, Shillong – 793 006 (Meghalaya) **Mobile: +91 7002775114/ +91 9436335254** Email Address: mishraniraj@powergrid.in nm.safiulla@powergrid.in For the purpose of execution of the contract, the contractual activities shall be performed by the Employer "for and on behalf of the Owner" except in cases where the Owner itself is statutorily required to do so.

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td>3.</td><td>GCC 1.0 (dd)</td><td>Supplementing Sub-Clause GCC 1.0(cc)

Time for Completion:
<table>
<tr><th>Sl. No.</th><th>Activities</th><th>Duration in months from the effective date of Contract</th></tr>
<tr><td>1.</td><td>PACKAGE-F :: Demolition & Re-construction of Residential buildings at Dimapur substations in NER under O&M Add Cap 2019-24.
Spec. No.: NESH/CSM/PRANIT/G1/1500-1314/NIT</td><td>24(Twenty Four Months)</td></tr>
</table></td></tr>
<tr><td>4.</td><td>GCC 2.1</td><td>Addition of following new Sub-Clauses after GCC 2.1

GCC 2.1.1 The Contracts to be entered into with the successful Bidder shall be a single contract covering all the Services related to Civil & Electrical works (Supply of Services Contract).

GCC 2.1.2 The Contract will be signed in two originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer.

GCC 2.1.3 The Contractor shall provide free of cost to the Employer all the engineering data, drawing and descriptive materials submitted with the bid, in at least two (2) copies to form a part of the Contract immediately after Notification of Award.</td></tr>
<tr><td>5.</td><td>GCC 3.2</td><td>Add following new clause at GCC 3.2

The work shall be strictly carried out as per POWERGRID's Technical Specifications for the subject package & as per terms & conditions mentioned in the bidding documents inter-alia including construction drawings provided by POWERGRID, if any, to the successful Bidder.

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

The perils required to be covered under the insurance shall include all risks, but not limited to fire and allied risks, miscellaneous accidents,</td></tr>
</table>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		workmen compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotions, weather conditions, accidents of all kinds et. The Contractor shall be responsible for the safety and security of employees of the Contractor and his sub-contractors throughout execution of the works. All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in the Contract Price. Materials and components not specifically stated in the various documents forming part of the Contract but which are necessary for completion of works shall be deemed to be included in the scope. All such materials and components shall be arranged and transported by the Contractor at his cost and expense.
6.	GCC 4.1	**Replace the existing provision with the following:** **Time for Completion is the essence of Contract.** The Contractor shall commence work on the Facilities from the Effective Date of Contract and without prejudice to GCC Sub-Clause 38.1 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the corresponding Appendix – 4 (Time Schedule) to the Contract Agreement.
7.	GCC 6.0	**Replace the existing provision with the following:** 6.1 The prices that are quoted and indicated in the BPS shall include inter alia, all costs such as cost of necessary materials, their transportation to site, cost towards tools, equipment and machineries including cost of personnel that may be required for successful completion of the work as per the Technical Specifications, Vol-II including cost of site arrangement, overheads, insurance, whatsoever, as stipulated in the bidding documents for the total scope of work. Further the price for supply of services are excluding GST, if any, payable. The GST will be reimbursable (along with subsequent variation if any), by the Employer on the supply of services made by the Contractor but limited to the tax liability on the transaction between the Employer and the Contractor. 6.2 Employer would not bear any liability on account of any other taxes, duties, levies applicable locally. 6.3 Employer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Contractor.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The recovery of TDS under GST/Income Tax Act and any other acts as per Govt. regulation related to this work shall be done by the Employer on behalf of 'Owner'. TDS so deducted by Employer on behalf of the 'Owner' shall be deposited with the relevant tax authorities and TDS certificates shall be issued on behalf of the Owner using PAN, TIN, TAN of Owner. Relevant challans and copies of the TDS certificates shall be forwarded to 'Owner for filing necessary returns. In case, wherever E-filing system is applicable, the relevant information would be given to the Owner for issuing TDS certificate, filing returns, etc. 6.4 Reimbursement of GST by the Employer shall be at the rate applicable on the SAC of the services supplied by the Contractor to the Employer. The reimbursement of GST except GST on advance payment shall be against Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc. as notified by the Government in this regard. In the event that the Contractor fails to provide the invoice 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. Reimbursement of GST payment against Advance payment shall be against a proforma invoice. Further, the Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law. If there is difference in SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item. 6.5 The Contractor shall comply with all tax laws in force in India. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, interest, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such tax laws by the Contractor or its personnel, including the Subcontractors and their personnel. 6.6 Owner's GSTIN number in each state/UT is published on the Owner's company website https://www.powergrid.in. While raising invoice/proforma invoice, the Contractor shall invoice the Owner using the GSTIN of Owner in the state/UT in which the service or part thereof is to be rendered.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		6.7 Notwithstanding anything above or elsewhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to the Employer for reasons associated with non-compliance/ incorrect compliance by the Contractor, the Employer shall be entitled to recover such amount from the Contractor by way of adjustment from any of the subsequent invoices submitted by the Contractor to the Employer. In addition to the amount of GST, the Employer shall also be entitled to recover interest and penalty, in case any interest and/or penalty are imposed by the tax authorities on the Employer for incorrect/wrong availment of Input Tax Credit. The Employer shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on the Contractor.
8.	GCC 8.2.1	Deleted
9.	GCC 8.2.2	Deleted
10.	GCC 8.3.1	**Replace first para of sub-clause GCC 8.3.1 with the following:-** As a security towards satisfactory performance of the Contract, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee for the due performance of the Contract in the amount equivalent to **Ten Percent (10%)** of the Contract Price in favour of the Owner within 28 days from the date of Notification of award and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in the documents. The guarantee shall be valid upto (90) days after the end of defect liability period. The guarantee amount shall be encashed by the Owner/Employer without any condition whatsoever, in the event of defects or deficiencies which come up during the validity of the guarantee period.
11.	GCC 8.3.1	**Supplementing Sub-Clause GCC 8.3.1** **8.3.1.1** If the Contractor delays submission of the performance security(ies) vis-à-vis the period specified in Clause GCC 8.3.1, then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable: a) The Defect Liability Period pursuant to Clause GCC 40 for the Facilities or any relevant part thereof covered under the said performance security shall stand extended and the Contractor shall accordingly extend the validity of the Contract Performance Security to be furnished as per Clause GCC 8.3.1 by the period of delay as per Clause GCC

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		8.3.1.1 (c), over and above the period required as per the Contract. b) Alternatively, if the Contractor fails to extend the validity of the performance security pursuant to Clause GCC 8.3.1.1 (a), an amount @prevailing SBI Card Rate applicable for Inland Bank Guarantee +2% per annum on the performance security amount corresponding to the Facilities or any relevant part thereof covered under the said performance security, for the period of delay as per Clause GCC 8.3.1.1 (c) shall be paid by the Contractor to the Employer. The Employer may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due to the Contractor under the Contract. c) The period of delay for the above purpose shall be the time elapsed between the due date for submission of performance security as per the Contract and the date of performance security. d) In case the Contractor fails to submit the performance security within 90 days of the Notification of Award, the Employer, without prejudice to any other rights or remedies it may possess under the Contract, may consider the bid submitted by the Contractor in future packages as non-responsive in line with ITB 13.6 and/or may terminate the Contract forthwith pursuant to GCC Clause 17. 8.3.1.2 The above extension of Defect Liability Period or deduction shall not relieve the Contractor from any of his obligations and liabilities under the Contract. 8.3.1.3 The Employer shall be sole judge in above regard. 8.3.1.4 Apart from the performance security (ies) to be furnished as per Clause GCC 8.3.1 above, additional performance securities, as specified in the Bidding Documents, shall be arranged and furnished by the Contractor at any time after the Notification of Award. The submission of these performance securities to the Employer shall, however, be one of the conditions precedent for release of payment (other than Initial/Mobilization advance) due against such equipment/ works for which the said performance security is required to be submitted.
12.	GCC 8.3.2	**Replace the existing provision with the following:** The performance security shall, at the contractor's option, be in the form of a crossed bank draft/pay order /banker certified cheque in favour of Employer as stipulated in SCC or in the Form of unconditional Bank Guarantee attached hereto in the Section VI - Sample Forms and

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td></td><td></td><td>Procedures.

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

<table>
<tr><td>Payment Category</td><td>Performance Security</td></tr>
<tr><td>Sub-category</td><td>Performance Security Payment–CC@</td></tr>
<tr><td>Name of Depositor</td><td>Name of the Contractor/Collaborator/Tower manufacturer/Licensor etc.</td></tr>
<tr><td>Vendor Code, if applicable</td><td>POWERGRID vendor code of the Contractor Collaborator/Tower manufacturer/Licensor etc., if existing</td></tr>
<tr><td>Payment Remarks</td><td>Performance Security for …….. [enter the name of the contract and last four digits of the CA number]</td></tr>
</table>

The copy of ‘Online Payment Acknowledgement – Suppliers’ generated subsequent to the payment shall be submitted by the Contractor. The online payment facility shall be for payment in Indian Rupees only.</td></tr>
<tr><td>13.</td><td>GCC 8.3.6</td><td>Add new sub Clause GCC 8.3.6

During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque/ online payment through POWERGRID ONLINE PAYMENT UTILITY, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.</td></tr>
<tr><td>14.</td><td>GCC 8.4</td><td>Replace the existing provision with the following:

Issuing Banks

The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either:

(a) by a Public Sector Bank located in India, or</td></tr>
</table>

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td></td><td></td><td>
(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) or

(c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Employer, with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per para (b) above.

The contractor has the option to submit BG (towards Advance Payment Security and Performance Security) using SFMS Platform.

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

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

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

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

In addition to the above, the Bank Guarantee (towards Advance Payment Security and Performance Security) should be submitted in the Physical
</td></tr>
</table>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		form as specified in GCC Clause 8.
15.	GCC 9.0	At all places in the Clause, replace the word "Employer" with "Employer/Owner".
16.	GCC 11.1	**Supplementing Sub-Clause GCC 11.1** The various field and laboratory tests involved as per the Quality Plan/ Technical Specifications/ directions of Engineer-in-charge are to be carried out by the successful Bidder (contractor) at his own cost and no additional payment shall be considered on this account. The Bidders should take into account his aspect while submitting their offers.
17.	GCC 13.0	**Supplementing Clause GCC 13.0** **Further to above, the concerned POWERGRID's site executive shall enter into a location-wise programme in advance on a periodic basis, preferably, every week/ fortnight with the Contractor after the consent of Site In-charge and the deployment of gangs shall be made by the contractor according to the agreed programme.** **Notwithstanding above, in case, the Contractor is unable to provide sufficient materials, services or labor to execute and complete the Facilities at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities within the scheduled Time for Completion or any extension provided thereof as per the Contract, then the Employer may facilitate the Contractor in the manner detailed at GCC Clause 17B (Facilitation) to expedite timely completion of the Contract.**
18.	GCC 15.1	**Replace GCC Clause 15.1 with the following:** The Engineer-in-Charge shall have powers (i) to make alteration in, omission from, additions to, or substitutions in the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing by the Engineer-in-Charge and such alterations, omission, additions or substitutions shall form a part of the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions, additions or substitutions which radically change the original nature of the Contract shall be ordered by the

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Engineer-in-Charge as a deviation and in the event of any deviation being ordered which in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement, if any, so to the nature of work and the rate to be paid therefore shall be resolved in accordance **with GCC Clause 59 'Arbitration'/GCC Clause 62 'Conciliation'** .
19.	GCC 17.2.1	**Replace GCC Clause 17.2.1 (c) with the following:** if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this Sub-Clause: "Corrupt Practice" means offering, giving, receiving, or soliciting anything of value to influence the action of Employer official(s) in the procurement process. "Fraudulent Practice"" means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the Employer, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive Employer of the benefits of competitive prices. "collusive practice" shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of Employer. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; "Obstructive practice" means (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		In persuasions of its policy, the Employer will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.
20.	GCC 17.2.2	**Replace the existing Clause GCC 17.2.2 with the following:** If the Contractor (a) has abandoned or repudiated the Contract (b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 16.1(b)) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 13.0 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended, then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, **then the Employer may have the option to partially offload the Contract in line with GCC Clause 17A or** terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 17.2.
21.	GCC 17A	**Add New Clause GCC 17A:** **GCC 17A: Partial Offloading** GCC 17A.1 Pursuant to GCC sub-Clause 17.2.2, Employer reserves the right to offload a part of the Facilities under the Contract where a separate time for Completion of such part is specified in the Contract.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		GCC 17A.2 The partial offloading under the Contract shall be treated as termination for the corresponding offloaded part of the Facilities. The modality to be adopted for such termination of Part Contract including recovery mechanism etc. shall be suitably tied up with the Contractor. Where no consensus could be arrived between Employer and Contractor in this regard, a suitable notice on the methodology to be adopted shall be issued and action be initiated based on the response received from the contractor. If no response is received, Employer shall notify the contractor on the methodology being adopted. GCC 17A.3 In case of partial offloading under the Contract, in case, the contractor has opted for taking interest bearing advances, the contractor shall refund the outstanding advance against the offloaded portion and the same would be adjusted. In case the contractor requests that the outstanding advance against the offloaded portion cannot be refunded due to their financial constraints, the additional advance would be considered as special advance and the rate of recovery of advance shall be enhanced in the live portion of the Contract so as to adjust the amount as per contractual provisions before attempting for recovery through other tools as available. [In cases where Interest free advance is released with a time bound recovery, the same shall be adjusted as per the instalments/duration of recovery defined in the contract. (Applicable for cases where Interest Free Advance is extended to the Contractor)]. GCC 17A.4 The Performance Security corresponding to offloaded part shall not be reduced till procurement and execution of offloaded part is concluded and the risk and cost component of the offloaded part is adjusted. GCC 17A.5 For the offloaded part of the Contract, the Employer may complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities pursuant to the offloaded part for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities under the offloaded part. Upon completion of the Facilities for offloaded part or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site. GCC 17A.6 Subject to GCC Sub-Clause 17A.7, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed under the offloaded part of the Contract as of the date of offloading/termination, the value of any unused or partially used Plant and Equipment on the Site related to the offloaded part, and any other sums determined pursuant to GCC Clause 17A.2. Any sums due to the Employer from the Contractor pertaining to the offloaded part, accruing prior to the date of offloading/termination, shall be deducted from the amount to be paid to the Contractor under this offloaded part of the Contract. GCC 17A.7 If the Employer completes the Facilities under the offloaded part, the cost of completing such Facilities by the Employer shall be determined. If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 17A.6, plus the reasonable costs incurred by the Employer in completing the Facilities under the offloaded part, exceeds the Contract Price for the Facilities under the offloaded part, the Contractor shall be liable for such excess. If such excess is greater than the sums due to the Contractor under GCC Sub-Clause 17A.6, the Contractor shall pay the balance to the Employer failing which Performance Security be encashed and necessary recovery be done, and if such excess is less than the sums due to the Contractor under GCC Sub-Clause 17A.6, the Employer shall pay the balance to the Contractor. The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid. GCC 17A.8 In this GCC Clause 17A, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities under the offloaded Part, up to and including the date of offloading/termination of the Part. GCC 17A.9 Subsequent to off-loading, change percentage pursuant to GCC

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Clause 15 shall be based on revised scope of work and corresponding Contract Price. Offloaded part shall not be considered for the percentage of Change Proposal.
22.	GCC 17B	**Add New Clause GCC 17B:** **GCC 17B: Facilitation** GCC 17B.1 Pursuant to GCC Clause 13, in case, the Contractor is unable to provide sufficient materials, services or labor to execute and complete the Facilities at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities within the scheduled Time for Completion or any extension provided thereof as per the Contract, then the Employer may, without prejudice to any other rights it may possess under the Contract, facilitate the Contractor for such minor supply items or services, as it deems appropriate, to expedite timely completion of the Contract. Such facilitation extended shall however be under the overall obligation of the Contractor and the same shall be without prejudice to the warranty(ies) and guarantee(s) under the Contract. GCC 17B.2 The facilitation, as above, by Employer shall be applicable for smaller part of the Contract not exceeding 10% of the Contract Price. In case of facilitation beyond 10% of the Contract Price, the same shall be considered as Partial Offloading to the extent that such facilitation is to be considered as Termination of Contract due to Contractor's default for the purpose of event-based Performance assessment of the Contractor in Employer's future Contracts. For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract. GCC 17B.3 Any expenditure incurred by POWERGRID towards such supplies or services shall be treated as an interest-bearing advance, interest rate of which shall be at the rate equal to twice the one year MCLR rate [One year Tenor rate p.a.] published by State Bank of India prevailing as on the date of intimation for Facilitation as per GCC Clause 17B.4. The advance i.e. expenditure incurred by POWERGRID towards facilitating the Contractor shall be adjusted with utilization of supplies or services extended during Facilitation at the time of corresponding bill payment for such supplies or services to the Contractor & the interest shall be recovered accordingly. However, the contractor may opt for earlier adjustment with other bills (before utilization) also & the interest shall be accordingly recovered till adjustment. GCC 17B.4 The said facilitation can be extended with or without the prior

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		consent of the Contractor in the interest of the Contract completion. However, the contractor shall be intimated at least 15 days in advance for exercising the above option.
23.	GCC 20.6	**Replace the existing provision with the following:** As brought in clause 6.0 and subject to as hereinafter provided all charges on account of GST on materials obtained for the works from any source shall be borne by the Contractor. The liability of the Employer shall be limited to reimbursement of GST on the supply of services made by the Contractor. The Input Tax Credit (ITC) available, if any, under GST as per the relevant Government laws wherever applicable has, however, been taken into account by the Contractor.
24.	GCC 22.3.1	**Supplementing Sub-Clause GCC 22.3.1** Notwithstanding the above, the Contractor shall furnish to the Employer the details/documents evidencing the Contractor's compliance to the laws applicable to establishments engaged in building and other construction works, as may be sought by the Employer. In particular the Contractor shall submit quarterly certificate regarding compliance in respect of provisions of Employees' Provident Fund and Misc. Provisions Act 1952 to the Employer. **For this purpose, the Contractor as well as its Sub-Contractor(s) should have Provident Fund Code Number and all the workers deployed by the Contractor or Sub-Contractor must be enrolled as members of Provident Fund having an Universal Account Number (UAN).**
25.	GCC 22.6	**Supplementing Sub-Clause GCC 22.6** The Contractor shall provide and employ on the Site in the installation of the Facilities such formally certified skilled labor as is necessary for the proper and timely execution of the Contract. **Labor having "Recognition of Prior Learning" (RPL) Certification (under Pradhan Mantri Kaushal Vikas Yojana (PMKVY)) may be employed by the Contractor. Further, in case of deployment of semi-skilled and un-skilled labor, the Contractor shall ensure that all such workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work. All the costs to the above effect shall be borne by the Contractor**. The Contractor is encouraged to use local labor preferably from weaker sections of society particularly SC & ST persons, that has the necessary skills.
26.	GCC 22.9 (a)	**Replace the existing provision with the following:**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		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.
27.	GCC 22.9.1.1	**Addition of following new Sub-Clauses after GCC 22.9.1** **GCC 22.9.1.1** (i) The Contractor shall (a) establish an operational system of managing environmental impacts, (b) carry out all the monitoring and mitigation measures set forth in the environment management plan attached to the Special Conditions of Contract as Appendix-I, and (c) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit to the Employer (quarterly) semi-annual) reports on the carrying out of such measures. (ii) The Contractor shall adequately record the conditions of roads, agricultural land and other infrastructure prior to transport of material and construction commencement, and shall fully reinstate pathways, other local infrastructure and agricultural land to atleast their pre-project condition upon construction completion. (iii) The Contractor shall undertake detailed survey of the affected persons during transmission line alignment finalization under the Project, where applicable. and The Contractor shall conduct health and safety programme for workers employed under the Contract and shall include information on the risk of sexually transmitted diseases, including HIV/AIDS in such programs.
28.	GCC 23.3 (xi)	**Replace the existing provision with the following:** The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer-in-Charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability. The Contractor shall also provide Reflective Jackets to all workmen working on the site including different colored such Jackets to the persons working at height.
29.	GCC 23.3 (xix)	**Replace the existing provision with the following:** The Contractor shall deploy Safety Officer(s)/Safety Supervisor(s) /Safety Steward(s) in line with requirements as specified in the Safety Plan.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		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. 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 23.5.8. Further, the Project Manager shall have the right at his sole discretion to stop the work in line with GCC Sub-Clause 23.5.2 till the Safety Officer(s)/ Safety Supervisor(s) /Safety Steward(s) is deployed by the Contractor. 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 any change of the incumbent is made during currency of the Contract.
30.	GCC 23.5.1	**Replace the existing provision with the following:** 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. 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 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

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td></td><td></td><td>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.

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 Contract, shall submit its Board Resolution and apprise the POWERGRID APEX SAFETY BOARD as brought out above.

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.</td></tr>
<tr><td>31.</td><td>GCC 23.5.5</td><td>Replace the existing provision with the following:

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 32.5.2 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 23.5.8, till the 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 23.5.6 shall also apply in addition to recovery mentioned in this Clause</td></tr>
<tr><td>32.</td><td>GCC 23.5.6</td><td>Replace the existing provision with the following:

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:

<table>
<tr><td>a</td><td>Fatal injury or accident causing death</td><td>Rs. 15,00,000/- per person</td></tr>
<tr><td>b</td><td>Major injuries or accident causing 25% or more permanent disablement</td><td>Rs. 5,00,000/- per person</td></tr>
</table>

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</td></tr>
</table>

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td></td><td></td><td>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 to the Contractor under the contract or any other on-going contract.

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.

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) 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.</td></tr>
<tr><td>33.</td><td>GCC 23.5.7</td><td>Add new clause after GCC 23.5.6

GCC 23.5.7

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 23.5.8:

<table>
<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>
<tr><td>c.</td><td>Upon 3rd Fatal Accident</td><td>2% of the Contract price as awarded, limited to Rs. 1,00,00,000/-</td></tr>
<tr><td>d.</td><td>Re-occurrence of Fatal Accident even after 3rd Fatal Accident</td><td>2% of the Contract price as awarded, limited to Rs. 1,00,00,000/- per fatal</td></tr>
</table>
</td></tr>
</table>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<table><tr><td></td><td></td><td>accident</td></tr></table> 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 not been signed). 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 23.5.6 and GCC Sub-Clause 23.5.7 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. 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 23.5.6 and GCC Sub-Clause 23.5.7 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 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). GST, if any, applicable on recoveries as mentioned at GCC Sub-Clause 23.5, shall be payable by the Contractor in addition to the amount of recoveries mentioned therein.
34.	GCC 23.5.8	**Add new clause after GCC 23.5.7** GCC 23.5.8 The amount paid/ recovered from the Contractor on account of non-compliance to Safety measures shall be deposited in the 'Safety Corpus Fund', if not specified otherwise, established by the Employer. The 'Safety Corpus Fund' shall be used for augmentation of Safety measures in construction works, capacity building of workers, development of working conditions of workers like providing tents/ mobile toilets/ caravans, safety

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		tools & plants etc. and undertaking such other activities which will facilitate in reducing the accidents. However, the Contractor shall have no claim in this regard and the Employer shall be sole judge in this regard.
35.	GCC 23.5.9	Renumber GCC clause 23.5.7 as 23.5.9.
36.	GCC 23.7	**Replace 1st para of GCC 23.7 as follows:** 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 the Engineer In-Charge for its approval **within 30 days of Notification of award**
37.	GCC 23.8	**Add new Clause GCC 23.8** Non-reporting of any accident to the Employer in any ongoing contract with the Employer or any suppression of facts/related information in regard to accident shall lead to determination of bid of such Contractors as non-responsive for all packages whose date of bid opening, originally scheduled and/or actual falls within a period of one year reckoned from the date on which the Employer determines Non-reporting of the accident/Suppression of facts/related information in regard to accident by the Contractor.
38.	GCC 31.2	**Add following new clause at GCC 31.2** **PROGRESS REPORT** During execution of the Contract, the Contractor shall furnish monthly Progress Report to POWERGRID in a format as specified by the Owner or the Engineer-in-Charge indicating the progress achieved during the month, and total progress upto the month against the scheduled, reasons for delay, if any, and anticipated completion dates in respect of activities covered in the programme/schedules referred to above, if called for by the Owner or the Engineer-in-Charge resources data in a specified format and within a time schedule. The Contractor shall also furnish any other information that is necessary to ascertain progress, if called for by the Engineer-in-Charge.
39.	GCC 31.3	**Add following new clause at GCC 31.3** **CO-OPERATION WITH OTHER AGENCIES**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		The Contractor shall attend at his cost all the meeting with the Engineer-in-Charge and other Sub-Contractors for the Contract. The Contractor shall attend such meetings as and when required and fully co-operate, with such persons and agencies involved.
40.	GCC 32.4	**Add following new clause at GCC 32.4** The work will also be subjected to the inspection by the Chief Technical Examiner of the Chief Vigilance Commissioner (CVC) and the Contractor shall make necessary arrangements whenever required for this inspection without any additional cost to the Owner.
41.	GCC 38.0	**Replace the existing provision with the following:** If the Contractor fails to complete the work including successful trial operation, where applicable and clear the site on or before the Contract or extended date of completion, he shall, without prejudice to any other right or remedy of the Employer on account of such breach, pay to the Employer as liquidated damages, not as penalty, a sum equivalent to 0.05% (zero point zero five percent) of the Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed), for each day which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price plus GST payable thereon for the whole of the facilities, (or a part for which a separate time for completion is agreed). The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the Employer for default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract. No bonus will be given for earlier Completion of the Facilities or part thereof.
42.	GCC 40.1	**Replace the first para of existing provision with the following:** **The Defect Liability Period shall be twelve (12) months reckoned from the date of Completion of works under the contract.**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
43.	GCC 41	**Supplementing GCC 41 with the following:** Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 by Ministry of Steel has published "Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement" (hereinafter DMI&SP policy). The Contractor shall comply with the guidelines specified in the policy including subsequent amendments/ modifications, if any. Further, in case of iron and steel products (*whose HS codes are falling in Appendix-A of the DMI&SP policy as revised from time to time*) included in the BoQ/ scope of the package, the Contractor shall be required to provide the following requisite Certificate(s)/ Affidavit(s) in line with aforesaid policy: (i) Authorization Certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products (*if applicable*): In case the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods as under the package are sourced from domestic manufacturers other than the contractor, the contractor shall furnish Authorization certificate issued by domestic manufacturer for selling Domestically Manufactured Iron & Steel Products. Such certificate(s) shall be submitted by the contractor to the respective executing Region of POWERGRID, before supply of the said iron and steel products required under the contract, which shall be a condition precedent to release of associated progressive payment. (ii) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products: The contractor shall submit the Affidavit of self-certification, in original, to POWERGRID declaring that the Iron & Steel Products as specified in the aforementioned Policy used for manufacturing / supply of Goods under the package are domestically manufactured in terms of the domestic value addition prescribed in the policy, on a non-judicial stamp paper of Rs. 100/-. In case the Iron & Steel Products are sourced by the contractor, then the Affidavit of self-certification shall be issued by the contractor. Further, in case the Iron & Steel Products are to be sourced from Domestic manufacturer(s) other than the contractor, the Affidavit of self-certification shall be issued by the said Domestic Manufacturer(s).

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Such Affidavit(s) shall be submitted by the contractor to the respective executing Region of POWERGRID, before supply of the said iron and steel products required under the contract, which shall be a condition precedent to release of associated progressive payment. (iii) A value- addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the Domestic Manufacturer, that the claims of value-addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the respective executing Region of POWERGRID and shall continue to be filed till the completion of supply of the said products. Further, if the Domestic manufacturer from whom the Contractor had proposed to source the Iron & Steel products is changed during execution of the Contract, the Contractor shall furnish (i) authorization certificate, if applicable, (ii) affidavit of self-certification and (iii) value- addition certificate from the new Domestic manufacturer. In addition, DMI&SP policy shall also be applicable on inclusion of new/substituted items during post award stage which are covered under specified HS codes as per Appendix-A of the DMI&SP policy as revised from time to time. Violation to minimum prescribed domestic value addition or misrepresentation of facts by the bidder/contractor in this regard shall be dealt in line with provisions of the Integrity Pact.
44.	GCC 44.1	**Supplementing GCC 44.1 as follows:** Further, the Contractor shall not subcontract any work to a subcontractor/sub vendor from such countries which shares a land border with India unless such subcontractor/sub vendor fulfills all requirement in regard to 'Bidder from a country which shares a land border with India' as per ITB clause 2.1.
45.	GCC 44.2	**Add following new clause at GCC 44.2** The Contractor shall furnish the details of items, components, raw materials, services etc. procured from MSEs and consumed for completion of scope of works under the contract. The details shall be furnished as per the format enclosed at Section VI, Forms, Volume-I of the bidding

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		documents at the time of raising bills for payment against the supplies made/works done.
46.	GCC 48.3	**Add following new clause at GCC 48.3** **Risk and Cost** During the period of construction and also during defect liability period, if the contractor fails to rectify any defect pointed out to him, the same shall be got done by POWERGRID at the risk and cost of contractor and recovered from the Contract Performance Guarantee or any other amount payable to the Contractor.
47.	GCC 53.6	**Replace the existing provision with the following:** Measurements shall be signed and dated by both parties on the site on completion of measurement. If the Contractor objects to any measurements recorded on behalf of the Employer a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Accepting Authority on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the settlement of disputes by **Arbitration/Conciliation** in respect of all Contract items, substituted items, extra items and deviations.
48.	GCC 57.3	**Replace the existing provision with the following:** Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Employer requires **Arbitration/Conciliation** as hereinafter provided or not.
49.	GCC 57.4	**Replace the existing provision with the following:** If after the Engineer-in-Charge has given written notice of his decision to the parties, no claim to **Arbitration/Conciliation** has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
50.	GCC 57.5	**Replace the existing provision with the following:** In the event of the Engineer-in-Charge failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in

<table>
<tr><th>Sl. No.</th><th>GCC Clause Ref. No.</th><th>Amendment/Supplement to GCC</th></tr>
<tr><td></td><td></td><td>the event of either the Employer or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require that the matters in dispute be referred to Arbitration/Conciliation as hereinafter provided.</td></tr>
<tr><td>51.</td><td>GCC 57.6</td><td>Insert new sub clause GCC 57.6 as per following:

All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration/conciliation in the manner provided herein below.</td></tr>
<tr><td>52.</td><td>GCC 58.2</td><td>Replace the existing provision with the following:

The Employer reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the Employer further reserve the right to enforce recovery of any overpayment when detected, not withstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Condition 60.0 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.</td></tr>
<tr><td>53.</td><td>GCC 59</td><td>Replace the existing provision with the following:

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

<u>Sole Arbitration</u>

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

<table>
<tr><th>Sl no:</th><th>Claim amount</th><th>Work Experience/ Qualifications</th></tr>
<tr><td>1</td><td>< Rs. 10 Crore</td><td>Sole arbitrator-Retired Senior Executives of PSUs other than POWERGRID/Retired Distt Judges/ High Court Judges.</td></tr>
<tr><td>2</td><td>Rs.10 Crore- Rs.25</td><td>Sole arbitrator- Retired High</td></tr>
</table>
</td></tr>
</table>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC

	Crore	Court/Supreme Court Judges

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

(b) In case of invocation of arbitration by the Contractor, the Contractor shall request POWERGRID for its database of Arbitrators/ chose from the list of Arbitrators available on POWERGRID's website, and the contractor shall, within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by POWERGRID within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

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

<u>Three member arbitral tribunal</u>

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

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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in POWERGRID whereas in case of the three member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself. 59.3 The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi. 59.4 The decision of **the sole arbitrator/ the majority of the arbitrators**, **as the case may be**, shall be final and binding upon the parties. In the event of any of the **sole arbitrator/ any of the aforesaid arbitrators** dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the **parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator**. 59.5 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the **dispute/ difference (other than those related to taxation matters)** between the Employer and the Contractor shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018 **and DPE OM No. DPE-GM-05/0003/2019-FTS-10937 dated 20.02.2020**. The decision through AMRCD will be final and binding on all the concerned. 59.6 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.
54.	GCC 62	**Insert new GCC 62: Conciliation as per following:** **62 Conciliation** 62.1 The mechanism of Dispute resolution through Conciliation shall be available in cases where the amount involved in the dispute exceeds INR 1 Cr. 62.2 The settlement of Disputes through conciliation mechanism shall be done by the Conciliation Committee of Independent Experts (CCIE)

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		constituted by Ministry of Power, Govt. of India as per the procedure outlined in its OM dated 29.12.2021 as detailed herein below and its subsequent amendments/modifications (if any). 62.2.1 Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding. The conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months. In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings. 62.2.2 The CCIE shall hold day to day sitting at the Headquarter of the Employer or New Delhi and may hold as many sittings every month as it deems appropriate keeping in view the volume of work. 62.2.3 All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process. 62.3 The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments, rejoinders, written submissions etc., aided by their respective lawyers. The forum of CCIE is a conciliation forum, where mutual give and take constitutes the essence, rather than strict legal positions of the parties. Hence, the parties are expected to be brief and to the point before the committee with regard to their respective stance and view the exercise in the spirit of conciliation / settlement. 62.4 The Standard Operating Procedure for the conciliation mechanism shall be as follows: i) On receipt of a reference from the Contractor for conciliation of dispute, the concerned Executive Director (Region) of the Employer shall send a communication within 7 working days thereby inviting the Contractor to depute a team of their representatives to interact with the Employer to crystallize the issues and prepare the agenda

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		containing the gist on each dispute. ii) Once a conciliation request has been raised by the contractor, within 30 days the same shall be referred to the CCIE in the event of the matter remaining unresolved internally. iii) The Employer will also be free to suggest the option of resolution of disputes by conciliation in case a dispute has arisen. The contractor may select any one of the CCIEs as constituted by MOP after leaving out those CCIEs which are unavailable due to work load or any other reason as maintained by Central Electricity Authority (CEA). iv) The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996. v) The Conciliation Committee would either be able to resolve and settle the dispute(s) between the parties, or the process may fail. vi) In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996. vii) After successful conclusion of Conciliation, proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement. viii) In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism has been exercised. 62.5 In cases of disputes pending before the Arbitration Tribunals or the Courts, both of the parties (i.e. Employer and Contractor) need to agree to explore the possibilities of conciliation through the Conciliation Committee of Independent Experts. In case of such agreement, an appropriate reference shall be made to the Conciliation Committee, upon which the Committee shall proceed to examine such reference(s). The option of resolution through

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		conciliation through CCIE would be open only in the event of the parties withdrawing from arbitration proceedings and undertaking to forego their rights to proceed for further arbitration in the subject matter. However, other legal remedies would be open to the parties in the event of the conciliation proceedings not being successful. 62.6 During settlement of disputes and conciliation proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
55.	GCC 63.0	**Add following new clause at GCC 63.0** **APPROVAL OF STATUTARY/GOVT. BODIES** The Contractor shall wherever required, obtain approval of the Statutory/ Govt./Local bodies for and on behalf of the Owner, during the construction and after completion of the project. However, the owner may also help the contractor to the extent of writing letters to the local bodies for expediting approval, if required. The fee/charges levied by the Statutory/Govt./Local bodies shall be reimbursed to the contractor on production of documentary proof.
56.	GCC 64.0	**Add following new clause at GCC 64.0:** Codes and Standards Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Employer.
57.	GCC 65.0	**Add New Clause GCC 65.0:** **Contractor's Claims** If the Contractor considers himself to be entitled to any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance, unless otherwise specified. If the Contractor fails to give notice of a claim within such period of 28 days, the Contractor shall not be entitled to additional payment, and the

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager. Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect: (a) this fully detailed claim shall be considered as interim; (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager. The Project Manager may agree with the Contractor or estimate the different additional payment (if any) to which the Contractor is entitled under the Contract. The payments in respect of such claims shall be settled once in a quarter, unless otherwise specified.
58.	GCC 66.0	**Add following new clause at GCC 66.0** **PRE-DEFINED EVENTS**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		62. POWERGRID has a Policy on Assessment of performance of bidders before recommending a bidder for award of Contract. For this purpose, performance of a bidder based on events (pre-defined events) encountered during execution of contract(s) (Own as well as Consultancy) awarded by POWERGRID (including SPVs under TBCB) shall also be considered. In case of triggering of these events, the bids from such bidders shall be considered non-responsive/not eligible for a period of one year reckoned from the date of issuance of letter to such effect. As per this Policy, pre-defined events are as below: 1. Termination# of Contract due to Contractor's default 2. Encashment of CPG due to non-performance 3. Repeated failure of major Equipment while in service 4. Substantial portion of works (more than 50% of the Contract*) is sub-contracted, under an existing Contract. 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. 6. Firm has been referred to NCLT under Insolvency & Bankruptcy Code *(IRP has been appointed or Liquidation proceedings have been initiated under IBC)* # *Partial offloading under a Contract and/or Facilitation beyond 10% of the Contract Price shall also be treated as Termination.* **For the purpose of working out 50% of the Contract, following shall be taken into account:* *(a) Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.* *(b) Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder.* The Employer shall be the sole judge in this regard and the Employer's interpretation on the aforesaid event(s) shall be final and binding. In accordance with above policy of POWERGRID, in case of triggering of any of the above events under this Contract, the bid of the Contractor in future tenders shall be dealt in line with the above policy or its subsequent amendments, if any.
59.	GCC Clause No. 59.0 in Schedule-A	Deleted
60.	General	**Addition/ Deletion / Substitutions to the different section of the Bidding Documents**

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		- The words 'Bid' or 'Offer' shall have the same meaning as the word 'Tender'. These words have been used interchangeably and shall carry the same meaning. - The words 'Bidding Documents' or 'NIT Documents' shall have the same meaning as the words 'Tender Documents'. These words / expressions have been used interchangeably and shall carry the same meaning. - The word 'Notice Inviting Tender' shall have the same meaning as the word 'Invitation for Bids'. These works have been used interchangeably and shall carry the same meaning.
61.	Appendix-I to SCC	Enclosed herewith

----- End of Section- SCC ----

TABLE: ENVIRONMENTAL MANAGEMENT PLAN

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
Pre-construction							
Location of transmission towers and transmission line alignment and design	Exposure to safety related risks	Setback of dwellings to overhead line route designed in accordance with permitted level of power frequency and the regulation of supervision at sites.	Tower location and line alignment selection with respect to nearest dwellings	Setback distances to nearest houses - once	POWERGRID	Part of tower siting survey and detailed alignment survey and design	Transmission Line Tower Packages
Equipment specifications and design parameters	Release of chemicals and gases in receptors (air, water, land)	PCBs not used in substation transformers or other project facilities or equipment.	Transformer design	Exclusion of PCBs in transformers stated in tender specification - once	POWERGRID	Part of tender specifications for the equipment	Substation Equipment /Packages*
		Processes, equipment and systems not to use chlorofluorocarbons (CFCs), including halon, and their use, if any, in existing processes and systems	Process, equipment and system design	Exclusion of CFCs stated in tender specification – once	POWERGRID	Part of tender specifications for the equipment	

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
		should be phased out and to be disposed of in a manner consistent with the requirements of the Government		Phase out schedule to be prepared in case still in use – once		Part of equipment and process design	
Transmission line design	Exposure to electromagnetic interference	Transmission line design to comply with the limits of electromagnetic interference from overhead power lines	Electromagnetic field strength for proposed line design	Line design compliance with relevant standards - once	POWERGRID	Part of detailed alignment survey and design	Transmission Line Tower Packages
Location of transmission towers and transmission line alignment and design	Impact on water bodies and land	Consideration of tower location at where they could be located to avoid water bodies or agricultural land.	Tower location and line alignment selection (distance to water and/or agricultural land)	Consultation with local authorities and land owners - once	POWERGRID	Part of tower siting survey and detailed alignment survey and design	Transmission Line Tower Packages
	Social inequities	Careful route selection to avoid existing settlements	Tower location and line alignment selection (distance to nearest dwellings or social institutions)	Consultation with local authorities and land owners - once	POWERGRID	Part of detailed tower siting and alignment survey and design	
		Minimise need to acquire agricultural land	Tower location and line alignment selection (distance to agricultural land)	Consultation with local authorities and land owners - once	POWERGRID	Part of detailed tower siting and alignment survey and design	

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
Encroachment into precious ecological areas	Loss of precious ecological values/ damage to precious species	Avoid encroachment by careful site and alignment selection	Tower location and line alignment selection (distance to nearest designated ecological protection area)	Consultation with local authorities - once	POWERGRID	Part of detailed siting and alignment survey /design	Transmission Line Tower Packages
		Minimise the need by using existing towers and RoW wherever possible	Tower location and line alignment selection	Consultation with local authorities and design engineers - once	POWERGRID	Part of detailed siting and alignment survey/design	
Transmission line through forestland	Deforestation and loss of biodiversity	Avoid encroachment by careful site and alignment selection	Tower location and line alignment selection (distance to nearest protected or reserved forest)	Consultation with local authorities - once	POWERGRID	Part of detailed siting and alignment survey/design	Transmission Line Tower Packages
		Minimise the need by using existing towers, tall towers and RoW, wherever possible		Consultation with local authorities and design engineers - once			
		Obtain statutory clearances from the Government	Statutory approvals from Government	Compliance with regulations – once for each subproject			

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
Encroachment into farmland	Loss of agricultural productivity	Use existing tower footings/towers wherever possible	Tower location and line alignment selection	Consultation with local authorities and design engineers - once	POWERGRID	Part of detailed alignment survey and design	Transmission Line Tower Packages
		Avoid siting new towers on farmland wherever feasible	Tower location and line alignment selection	Consultation with local authorities and design engineers - once		Part of detailed siting and alignment survey /design	
		Farmers compensated for any permanent loss of productive land	Design of Implementation of Crop Compensation (based on affected area)	Consultation with affected parties – once in a quarter		Prior to construction phase	
		Farmers/landowners compensated for significant trees that need to be trimmed/ removed along RoW.	Design of Implementation of Tree compensation (estimated area to be trimmed/removed)	Consultation with affected parties – once in a quarter		Prior to construction phase	

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
			Statutory approvals for tree trimming /removal	Compliance with regulations – once for each subproject		Part of detailed siting and alignment survey /design	
Noise related	Nuisance to neighbouring properties	Substations sited and designed to ensure noise will not be a nuisance.	Noise levels	Noise levels to be specified in tender documents - once	POWERGRID	Part of detailed equipment design	Substation Packages
Interference with drainage patterns/Irrigation channels	Flooding hazards/loss of agricultural production	Appropriate siting of towers to avoid channel interference	Tower location and line alignment selection (distance to nearest flood zone)	Consultation with local authorities and design engineers - once	POWERGRID	Part of detailed alignment survey and design	Transmission Line Tower Packages
Escape of polluting materials	Environmental pollution	Transformers designed with oil spill containment systems, and purpose-built oil, lubricant and fuel storage system, complete with spill cleanup equipment.	Equipment specifications with respect to potential pollutants	Tender document to mention specifications - once	POWERGRID	Part of detailed equipment design /drawings	Transformer specifications

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
		Substations to include drainage and sewage disposal systems to avoid offsite land and water pollution.	Substation sewage design	Tender document to mention detailed specifications - once	POWERGRID	Part of detailed substation layout and design /drawings	Substation packages (civil)
Equipment submerged under flood	Contamination of receptors (land, water)	Substations constructed above the high flood level (HFL) by raising the foundation pad.	Substation design to account for HFL (elevation with respect to HFL elevation)	Base height as per flood design - once	POWERGRID	Part of detailed substation layout and design /drawings	Substation packages (civil)
Explosions/Fire	Hazards to life	Design of substations to include modern fire control systems/firewalls.	Substation design compliance with fire prevention and control codes	Tender document to mention detailed specifications - once	POWERGRID	Part of detailed substation layout and design /drawings	Substation packages
		Provision of fire fighting equipment to be located close to transformers.					
Construction							
Equipment layout and installation	Noise and vibrations	Construction techniques and machinery selection seeking to minimize ground disturbance.	Construction techniques and machinery	Construction techniques and machinery creating minimal ground disturbance - once at the	POWERGRID (Contractor through contract provisions)	Construction period	All packages

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
				start of each construction phase			
Physical construction	Disturbed farming activity	Construction activities on cropping land timed to avoid disturbance of field crops (within one month of harvest wherever possible).	Timing of start of construction	Crop disturbance – Post harvest as soon as possible but before next crop - once per site	POWERGRID (Contractor through contract provisions)	Construction period	All packages
Mechanized construction	Noise, vibration and operator safety, efficient operation	Construction equipment to be well maintained.	Construction equipment – estimated noise emissions	Complaints received by local authorities - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	All packages
	Noise, vibration, equipment wear and tear	Turning off plant not in use.	Construction equipment – estimated noise emissions and operating schedules	Complaints received by local authorities - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	
Construction of roads for accessibility	Increase in airborne dust particles	Existing roads and tracks used for construction and maintenance access to the line wherever possible.	Access roads, routes (length and width of new access roads to be constructed)	Use of established roads wherever possible - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	Transmission Line Tower Packages

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
	Increased land requirement for temporary accessibility	New access ways restricted to a single carriageway width within the RoW.	Access width (meters)	Access restricted to single carriageway width within RoW - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	
Temporary blockage of utilities	Overflows, reduced discharge	Temporary placement of fill in drains/canals not permitted.	Temporary fill placement (m^3)	Absence of fill in sensitive drainage areas - every 4 weeks	POWERGRID (Contractor through contract provisions)	Construction period	All Packages
Site clearance	Vegetation	Marking of vegetation to be removed prior to clearance, and strict control on clearing activities to ensure minimal clearance.	Vegetation marking and clearance control (area in m^2)	Clearance strictly limited to target vegetation - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	All Packages
Trimming/cutting of trees within RoW	Fire hazards	Trees allowed growing up to a height within the RoW by maintaining adequate clearance between the top of tree and the conductor as per the regulations.	Species-specific tree retention as approved by statutory authorities (average and maximum tree height at maturity, in meters)	Presence of target species in RoW following vegetation clearance – once per site	POWERGRID (Contractor through contract provisions)	Construction period	Transmission Line Tower Packages

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
	Loss of vegetation and deforestation	Trees that can survive pruning to comply should be pruned instead of cleared.	Species-specific tree retention as approved by statutory authorities	Presence of target species in RoW following vegetation clearance – once per site	POWERGRID (Contractor through contract provisions)	Construction period	Transmission Line Tower Packages
		Felled trees and other cleared or pruned vegetation to be disposed of as authorized by the statutory bodies.	Disposal of cleared vegetation as approved by the statutory authorities (area cleared in m^2)	Use or intended use of vegetation as approved by the statutory authorities – once per site	POWERGRID (Contractor through contract provisions)	Construction period	
Wood/vegetation harvesting	Loss of vegetation and deforestation	Construction workers prohibited from harvesting wood in the project area during their employment, (apart from locally employed staff continuing current legal activities).	Illegal wood /vegetation harvesting (area in m^2, number of incidents reported)	Complaints by local people or other evidence of illegal harvesting - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	All Packages
Surplus earthwork/soil	Runoff to cause water pollution, solid waste disposal	Soil excavated from tower footings disposed of by placement along roadsides, or at nearby	Soil disposal locations and volume (m^3)	Acceptable soil disposal sites - every 2 weeks	POWER GRID (Contractor through contract provisions)	Construction period	Transmission Line Tower Packages

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
		house blocks if requested by landowners.					
Substation construction	Loss of soil	Fill for the substation foundations obtained by creating or improving local water supply ponds or drains, with the agreement of local communities.	Borrow area siting (area of site in m^2 and estimated volume in m^3)	Acceptable borrow areas that provide a benefit - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	Substation Package (Civil)
Substation construction	Water pollution	Construction activities involving significant ground disturbance (i.e. substation land forming) not undertaken during the monsoon season.	Seasonal start and finish of major earthworks (pH, BOD/COD, Suspended solids, other ?)	Timing of major disturbance activities - prior to start of construction activities	POWERGRID (Contractor through contract provisions)	Construction period	Substation Package (Civil)
Site clearance	Vegetation	Tree clearances for easement establishment to only involve cutting trees off at ground level or pruning as appropriate, with tree stumps and roots left in place and ground cover left undisturbed.	Ground disturbance during vegetation clearance (area, m^2)	Amount of ground disturbance - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	Substation Package (Civil)
			Statutory approvals	Statutory approvals for tree clearances – once for each site	POWERGRID (Contractor through contract provisions)	Construction period	

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
Tower construction – disposal of surplus earthwork/fill	Waste disposal	Excess fill from tower foundation excavation disposed of next to roads or around houses, in agreement with the local community or landowner.	Location and amount (m^3)of fill disposal	Appropriate fill disposal locations - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	Transmission Line Tower Packages
Storage of chemicals and materials	Contamination of receptors (land, water, air)	Fuel and other hazardous materials securely stored above high flood level.	Location of hazardous material storage; spill reports (type of material spilled, amount (kg or m^3) and action taken to control and clean up spill)	Fuel storage in appropriate locations and receptacles - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	All Packages
Construction schedules	Noise nuisance to neighbouring properties	Construction activities only undertaken during the day and local communities informed of the construction schedule.	Timing of construction (noise emissions, [dB(a)])	Daytime construction only - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	All Packages
Provision of facilities for construction workers	Contamination of receptors (land, water, air)	Construction workforce facilities to include proper sanitation, water supply and waste disposal facilities.	Amenities for Workforce facilities	Presence of proper sanitation, water supply and waste disposal	POWERGRID (Contractor through contract provisions)	Construction period	All Packages

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
				facilities - once each new facility			
Encroachment into farmland	Loss of agricultural productivity	Use existing access roads wherever possible	Usage of existing utilities	Complaints received by local people /authorities - every 2 weeks	POWERGRID (Contractor through contract provisions)	Construction period	All Packages
		Ensure existing irrigation facilities are maintained in working condition	Status of existing facilities				
		Protect /preserve topsoil and reinstate after construction completed	Status of facilities (earthwork in m^3)				
		Repair /reinstate damaged bunds etc after construction completed	Status of facilities (earthwork in m^3)				
	Social inequities	Compensation for temporary loss in agricultural production	Implementation of Crop compensation (amount paid, dates, etc.)	Consultation with affected parties – once in a quarter	POWERGRID	Prior to construction	
Uncontrolled erosion/silt runoff	Soil loss, downstream siltation;	Need for access tracks minimised, use of existing roads.	Design basis and construction procedures (suspended solids in receiving waters;	Incorporating good design and construction management	POWERGRID (Contractor through contract provisions)	Construction period	All Packages
		Limit site clearing to work areas					

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
		Regeneration of vegetation to stabilise works areas on completion (where applicable)	area re-vegetated in m^2; amount of bunds constructed [length in meter, area in m^2, or volume in m^3])	practices – once for each site			
		Avoidance of excavation in wet season					
		Water courses protected from siltation through use of bunds and sediment ponds					
Nuisance to nearby properties	Losses to neighbouring land uses/ values	Contract clauses specifying careful construction practices.	Contract clauses	Incorporating good construction management practices – once for each site	POWERGRID (Contractor through contract provisions)	Construction period	All Packages
		As much as possible existing access ways will be used.	Design basis and layout	Incorporating good design engineering practices – once for each site			

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
		Productive land will be reinstated following completion of construction	Reinstatement of land status (area affected, m^2)	Consultation with affected parties – twice – immediately after completion of construction and after the first harvest			
	Social inequities	Compensation will be paid for loss of production, if any.	Implementation of Tree/Crop compensation (amount paid)	Consultation with affected parties – once in a quarter	POWERGRID	Prior to construction	
Flooding hazards due to construction impediments of natural drainage	Flooding and loss of soils, contamination of receptors (land, water)	Avoid natural drainage pattern /facilities being disturbed /blocked /diverted by the on-going construction activities	Contract clauses (e.g., suspended solids and BOD/COD in receiving water)	Incorporating good construction management practices – once for each site	POWERGRID (Contractor through contract provisions)	Construction period	All packages
Equipment submerged under flood	Contamination of receptors (land, water)	Equipment stored at secure place above the high flood level (HFL).	Store room level to be above HFL (elevation difference in meters)	Store room level as per flood design - once	POWERGRID	Construction period	# All packages
Inadequate siting of borrow areas	Loss of land values	Existing borrow sites will be used to source	Contract clauses	Incorporating good	POWERGRID (Contractor	Construction period	Substation Packages

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
(quarry areas)		aggregates, therefore, no need to develop new sources of aggregates		construction management practices – once for each site	through contract provisions)		
Health and safety	Injury and sickness of workers and members of the public	Contract provisions specifying minimum requirements for construction camps	Contract clauses (number of incidents and total lost-work days caused by injuries and sickness)	Contract clauses compliance – once every quarter	POWERGRID (Contractor through contract provisions)	Construction period	All Packages
		Contractor to prepare and implement a health and safety plan.					
		Contractor to arrange for health and safety training sessions					
Inadequate construction stage monitoring	Likely to maximise damages	Training of POWERGRID environmental monitoring personnel	Training schedules	Number of programs attended by each person – once a year	POWERGRID	Routinely throughout construction period	All Packages
		Implementation of effective environmental monitoring and reporting system using checklist of all contractual environmental requirements	Respective contract checklists and remedial actions taken thereof.	Submission of duly completed checklists of all contracts for each site - once			

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
		Appropriate contact clauses to ensure satisfactory implementation of contractual environmental mitigation measures.	Compliance report related to environmental aspects for the contract	Submission of duly completed compliance report for each contract - once			
Operation and Maintenance							
Location of transmission towers and transmission line alignment and design	Exposure to safety related risks	Setback of dwellings to overhead line route designed in accordance with permitted level of power frequency and the regulation of supervision at sites.	Compliance with setback distances ("as-built" diagrams)	Setback distances to nearest houses – once in quarter	POWERGRID	During operations	Transmission Line Tower Packages
Equipment submerged under flood	Contamination of receptors (land, water)	Equipment installed above the high flood level (HFL) by raising the foundation pad.	Substation design to account for HFL ("as-built" diagrams)	Base height as per flood design - once	POWERGRID	During operations	All packages
Oil spillage	Contamination of land/nearby water bodies	Substation transformers located within secure and impervious bunded areas with a storage capacity of at least 100% of the capacity of oil in transformers and associated reserve tanks.	Substation bunding ("as-built" diagrams)	Bunding capacity and permeability - once	POWERGRID	During operations	Substation Packages*

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
Inadequate provision of staff/workers health and safety during operations	Injury and sickness of staff /workers	Careful design using appropriate technologies to minimise hazards	Usage of appropriate technologies (lost work days due to illness and injuries)	Preparedness level for using these technologies in crisis – once each year	POWERGRID	Design and operation	All Packages
		Safety awareness raising for staff.	Training/awareness programs and mock drills	Number of programs and percent of staff /workers covered – once each year			
		Preparation of fire emergency action plan and training given to staff on implementing emergency action plan					
		Provide adequate sanitation and water supply facilities	Provision of facilities	Complaints received from staff /workers every 2 weeks			
Electric Shock Hazards	Injury/mortality to staff and public	Careful design using appropriate technologies to minimise hazards	Usage of appropriate technologies (number of injury incidents, lost work days)	Preparedness level for using these technologies in crisis – once a month	POWERGRID	Design and Operation	All Packages
		Security fences around substations	Maintenance of fences	Report on maintenance – every 2 weeks			
		Barriers to prevent climbing on/dismantling of transmission towers	Maintenance of barriers				

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
		Appropriate warning signs on facilities	Maintenance of warning signs				
		Electricity safety awareness raising in project areas	Training /awareness programs and mock drills for all concerned parties	Number of programs and percent of total persons covered – once each year			
Equipment specifications and design parameters	Release of chemicals and gases in receptors (air, water, land)	Processes, equipment and systems using cholofluorocarbons (CFCs), including halon, should be phased out and to be disposed of in a manner consistent with the requirements of the Government.	Process, equipment and system design	Phase out schedule to be prepared in case still in use – once in a quarter	POWERGRID	Operations	Substation Packages*
Transmission line maintenance	Exposure to electromagnetic interference	Transmission line design to comply with the limits of electromagnetic interference from overhead power lines	Required ground clearance (meters)	Ground clearance - once	POWERGRID	Operations	Transmission Line Tower Packages
Noise related	Nuisance to neighbouring properties	Substations sited and designed to ensure noise will not be a nuisance.	Noise levels (dB(a))	Noise levels at boundary nearest to properties and	POWERGRID	Operations	Substation Packages*

Project activity /stage	Potential impact	Proposed mitigation measure	Parameter to be monitored	Measurement and frequency	Institutional responsibility	Implementation schedule	Applicability
				consultation with affected parties if any - once			

*Substation packages also include Transformer, Reactor, FSC / TCSC Packages

SECTION – VI

SAMPLE FORMS AND PROCEDURES (FORMS)

SAMPLE FORMS AND PROCEDURES (FORMS)

Preamble

This Section (Section –VI) of the Bidding Documents [named as Sample Forms and Procedures (FORMS)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the Bid Security, either in the form included hereafter or in another form acceptable to the Employer, pursuant to the provisions in the instructions to Bidders.

The Form of Contract Agreement shall be used unamended, except for the need to complete Article 1.1 (Contract Documents), as appropriate and as may be required to suit the specific requirement of the Contract. The form shall also include the Appendices listed, as required, which should be completed according to the instructions for their completion provided at the beginning of each Appendix. The Price Schedule deemed to form part of the contract shall be modified according to any corrections or modifications to the accepted bid resulting from price corrections, pursuant to the provisions of the Instructions to Bidders.

The Performance Security(ies) and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein or in another form acceptable to the Employer and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid, other specific agreement, if any, and the contract, the text of the Forms herein may need to be modified to some extent. The Employer reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/Contractor shall be effected only if the same is approved by the Employer. The Employer's decision in this regard shall be final and binding.

1. BID FORMS AND PRICE SCHEDULES

1.1 Bid Form

Please see Volume – III.

1.2 Price Schedule

Please see Volume - III

2. BID SECURITY FORM

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank. ***For the purpose of verification/confirmation of this Bank Guarantee by the Employer/Purchaser*, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)***

Bank Guarantee No.: .....…
Date: .....……..

To:
Contract and Material Department
Power Grid Corporation of India Limited,
North Eastern Region Transmission System,
Dongtieh, Lower Nongrah,
Lapalang, Shillong – 793 006 (Meghalaya)

WHEREAS M/s. …. *(insert name of Bidder)*…… having its Registered/Head Office at ….. *(insert address of the Bidder)* …….. (hereinafter called "the Bidder") has submitted its Bid for the performance **of the Contract for PACKAGE-F :: Demolition & Re-construction of Residential buildings at Dimapur substations in NER under O&M Add Cap 2019-24, Specs:** NESH/CSM/PRANIT/G1/1500-1314/NIT (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE …….. *(insert name & address of the issuing bank)* …… having its Registered/Head Office at …..…….*(insert address of registered office of the bank)* …….. (hereinafter called "the Bank"), are bound unto **M/s Power Grid Corporation of India Limited** (hereinafter called "the Employer") in the sum of .....*(insert amount of Bid Security in figures & words)*..... .....……. for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of ..... 20....

THE CONDITIONS of this obligation are:

(1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or

(2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or

(3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2; or

(4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or

(5) in the case of a successful Bidder, if the Bidder fails within the specified time limit

(i) to sign the Contract Agreement, in accordance with ITB Clause 33, or

(ii) to furnish the required performance security, in accordance with ITB Clause 34.
or

(6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including …….. (insert date, which shall be the date 30 days after the period of bid validity)……., and any demand in respect thereof must reach the Bank not later than the above date.

"Notwithstanding anything contained herein:

1. *Our liability under this Bank Guarantee shall not exceed _____ (value in figures)_____ [_____ (value in words)_____].*

2. *This Bank Guarantee shall be valid upto _____(validity date)_____.*

3. *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____."*

For and on behalf of the Bank

[*Signature of the authorized signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.

2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

   "This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758."

3. **At the time** of **issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at ITB clause 16.3 in BDS in their Trade Finance Portal.**

   Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

   ""This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK
(Applicable for Forfeiture of Bank Guarantee)

To: *(insert Name and Address of the issuing Bank)*

Ref..: Forfeiture of Bid Security Amount against Bank Guarantee No. …… …… dated …… for ……..., issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour for ……. as Bid Security for the bid submitted by M/s. ……*(insert name of the Bidder)* ……... against ….. *(insert name of the Package)* ……. ; Specification No. …….

As per the terms of the said guarantee, the bank has guaranteed and undertaken to pay immediately on demand by the Employer the amount of …….. without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Bid Security amount to …. *(insert name of the Employer)* …….. owing to the occurrence of the condition referred to at Sl. No. …….. The Bank is requested to remit the full guaranteed sum ……. towards proceeds of the bid security in the form of Demand Draft in favour of '…. *(insert name of the Employer)* …….', payable at ….*(insert place of the Employer)*….'.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
…..*(Registered Office of the Bank)*….

3b. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK

(Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)

To: *(insert Name and Address of the issuing Bank)*

Ref..: Conditional Claim against Bank Guarantee No. …… …… dated …… for …….. valid up to …… issued by you on behalf of M/s. ……*(insert name of the Bidder)* ……...

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour on behalf of M/s. ……*(insert name of the Bidder)* ……..., who have submitted this Bank Guarantee to us towards Bid Security against ….. *(insert name of the Package)* ……. ; Specification No. …….

We, ……. *(insert name of the Employer)* …….. do hereby request you to lodge our claim/demand against the subject Bank Guarantee for full guaranteed sum. Kindly note that this claim/demand against the subject Bank Guarantee is without any further notice in case the amendment to Bank Guarantee No. …….. dated …….. extending its validity upto ……. is not got arranged by ……*(insert name of the Bidder)* ……... in our favour and are not received by us upto ……... In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this Bank Guarantee shall be forwarded to us in form of demand draft in favour of '…. *(insert name of the Employer)* ……., payable at ….*(insert place of the Employer)*….'.

This is without prejudice to our right under this guarantee and under the law.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject Bank Guarantee extending the validity up to ……. is received by us by …….

4. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'

Ref. No. :

Date :
.....*(insert Contractor's Name & Address)*.....
.....
.....
.....
[in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:
(Lead Partner of the Joint Venture of M/s. …… and M/s. ……..)*]*

Attn : Mr.....

Sub. : Notification of Award for …….. *(insert name of the Package)* ……. Specification No.: …….. Domestic Competitive Bidding. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Bids (IFB) dated ……...

1.2 Bidding documents for the subject package issued to you vide our letter Ref. No. …….. dated ……., comprising the following:

a) Conditions of Contract Volume-I
(Document Code No. ……)

b) Technical Specifications Volume-II
(Document Code No. ……)

c) Bid Form, Price Schedules & Technical Data Sheets Volume-III
(Document Code No. ……)

1.2.1 Amendment/Errata No. …… to Bidding Documents issued to you vide our letter no. ……. dated …….
(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on ……., issued to you vide our letters no. ……. dated ……..... *(Use as applicable)*

(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

1.3 First envelope of your Bid submitted/the Bid submitted by the Joint Venture (JV) of M/s. …….. (Lead Partner) and M/s. ……. (Other Partner) for the subject package under Proposal reference no. …….. dated …….. was opened on ……. *(Use as applicable)*

1.4 Intimation for Opening of Second Envelope issued to you vide our letter no. ……. dated ……

1.5 Second Envelope of your Bid/the Bid by the Joint Venture (JV) of M/s. …….. (Lead Partner) and M/s. ……. (Other Partner) under proposal reference no. ……. dated …… was opened on……. *(Use as applicable)*

1.6 Post bid discussions we had with you on various dates from ……. to ……. resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1 with this Notification of Award.

2.0 **AWARD OF CONTRACT AND ITS SCOPE**

2.1 We confirm having accepted your Bid/Bid of the Joint Venture (JV) of M/s. …… (Lead Partner) and M/s. …… (Other Partner) *(Use as applicable)* (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 *[modify as applicable]* above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you/the JV *(use as applicable)* the Contract for …… *(insert name of Package alongwith name of the Project)* …….. The scope of work inter-alia includes .....……. *(Indicate brief Scope of Work)* ....., as detailed in the documents referred hereinabove.

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of …… *(insert name of Package alongwith name of the Project)* ……., unless otherwise specifically excluded in the Bidding Documents or in this NOA.

2.1.1 You, the Lead Partner of the JV, along with M/s. ……., the Other Partner of JV, shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract. As per the Power of Attorney furnished in your favour by the Joint Venture, as enclosed with Bid Proposal of the JV, you shall act as the Partner In-charge (Lead Partner) of the above Joint Venture for execution of the Contract. *(This provision shall be included only in case the Bidder is a Joint Venture)*

3.0 **CONTRACT PRICE**

3.1 The total Contract Price for the entire scope of work under this Contract shall be …….. *(Specify the currency and the amount in figures & words)* ……. as per the following break-up:

Sr. No.	**Price Component**	**Amount**
1.	Total Price for entire scope of work	
Total Contract Price		

The above contract price is exclusive of GST which shall be payable/reimbursable by POWERGRID in line with the provisions of the bidding documents.

3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

4.0 You/the JV*(use as applicable)* are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of …… *(Specify the value)* …… i.e. equal to **10% (Ten Percent)** of the Contract Price, and valid upto and including …….. and any other securities as per the Bidding Documents.

(In case any other performance security is required to be furnished, the same is to be mentioned here)

5.0 For release of advance payment (admissible as per the Bidding Documents) equal to ….. % of the Contract Price, you are, inter-alia, required to furnish a Bank Guarantee for **[{110% (One Hundred Ten Percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice}]**. The validity of the Advance Bank Guarantee shall be up to and including …….. Further, please note that furnishing of the Contract Performance Security(ies) under the Contract shall be one of the conditions precedent to release of advance under this Contract.

5.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.

6.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successful completion of the …… *(insert name of Package alongwith name of the Project)* …. shall be … *(indicate the completion schedule)* …. months from the date of issue of this Notification of Award for all contractual purposes.

7.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.

8.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.

9.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of

.....(Name of the Employer).....

(Authorised Signatory)

Enclosures:

APPENDIX (NOA) – 1 - Record Notes of Post - Bid Discussions held on various dates from ……. to …….

Note:

(1) Instructions indicated in italics in this notification of award are to be taken care of by the issuing authority. The Forms may be modified appropriately to suit the specific requirement of the Contract.

5. FORM OF CONTRACT AGREEMENT

SUPPLY OF SERVICES CONTRACT AGREEMENT BETWEEN ..... *(Name of Employer)* ..... AND M/s. ..... *(Name of Contractor)* ...../JOINT VENTURE (JV) OF M/s. …….. *(Name of Lead Partner)*…. (THE LEAD PARTNER OF THE JV) AND M/s. …..*(Name of Other Partner)*…… (THE PARTNER OF THE JV) *[Use as applicable]*

THIS CONTRACT AGREEMENT No. …… (also referred to as 'the Contract') is made on the ….. day of …… 20…..

BETWEEN

(1) ..... *(Name of Employer)*..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at ……*(registered address of the Employer)* …… and its Corporate Office at ……*(address of the Employer)*…..…… (hereinafter called "the Employer" and also referred to as "…..*(insert abbreviated name of the Employer)* ……..")

and

(2) M/s ..... *(Name of Contractor)* ....., a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at ……....*(Address of Contractor)* ..... and Registered Office at ……....*(Registered address of Contractor)* ..... (hereinafter called "the Contractor" and also referred to as "…..*(insert abbreviated name of the Contractor)* ……..")

or

Joint Venture (JV) of M/s ..... *(Name of Lead Partner)* ..... (the Lead Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at ……....*(Address of Lead Partner)* ..... and Registered Office at ……..... *(Registered address of Lead Partner)* ..... and M/s ..... *(Name of Other Partner)* ..... (the Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at ……....*(Address of Other Partner)* ..... and Registered Office at ……....*(Registered address of Other Partner)* ..... (hereinafter called "the Contractor" and also referred to as "Joint Venture"/the 'JV"")
(Applicable only in case of Joint Venture)

WHEREAS the Employer desires to engage the Contractor for providing all the services inter-alia including …….....….. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)*……. as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2.2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. ……..……. dated ……..

VOLUME – B

3. "Bidding Documents" comprising of the following:

   (a) Volume –I of Bidding Documents (Document Code No.: ……..), read in conjunction with Amendments …. to …… to the Bidding Documents.

   (b) Volume –II of Bidding Documents (Document Code No.: ……) comprising of Technical Specifications.

VOLUME – C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 5)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price

shall be the aggregate of ……. *(amount in words)* ..... (.....*(amount in figures)* ….. .....), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

Sr. No.	**Price Component**	**Amount**
1.	Total Price for entire scope of work	
Total for Contract Price		

The above contract price is exclusive of GST which shall be payable/reimbursable by POWERGRID in line with the provisions of the bidding documents.

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference GCC Clause 55)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from ……

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Insurance Requirements
Appendix 4	Time Schedule
Appendix 5	List of Approved Subcontractors
Appendix 6	Scope of Works and Supply by the Employer
Appendix 7	List of Document for Approval or Review
Appendix 8	Guarantees, Liquidated Damages for Non-Performance
Appendix 9	Contract Co-ordination Procedure
Appendix 10^	Summary of Detailed Price Break-up

Appendix 10A^ Detailed Price Break-up (Price Component)
Appendix 11^ Integrity Pact
Appendix 12^ Safety Pact
[^ to be appended at the Stage of Contract Award.]

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer
.....
Signature
.....
Title
in the presence of

Signed by for and
on behalf of the Contractor
.....
Signature
.....
Title
in the presence of

Appendix-1

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 55 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Break-up given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties.

1. TERMS OF PAYMENT

In addition to the Conditions stipulated under GCC Clause 55, the following terms & Conditions will apply.

1.1 Supply of Services Portion

1.1A It would be mandatory for contractor to fulfill the following conditions as per terms & conditions of Contract:

a) Signing the Contract Agreement.
b) Performance Securities in line with GCC Clause 8.3, and
c) Detailed PERT Network/Bar chart and its approval by the Employer.

1.1B Progressive Payment

Interim bills shall be submitted by the Contractor on monthly basis. The Engineer-in-Charge shall then arrange to have the bills verified by taking or causing to be taken, wherever necessary, the requisite measurements of the work.

Payment on account for amount admissible shall be made by the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment, for all items of work executed, after deducting there from the amounts/advances already paid, and such other amounts as may be deductable or recoverable in items of the Contract and on submission of the details of items, components, raw materials, services etc. procured/availed from MSEs, if any, for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID as per format enclosed at Section VI, Forms, Volume-I of the bidding documents and certification by Employer's representative and on submission of GST invoice.

Further, one of the conditions for release of first progressive payment / subsequent payment shall be submission of 'Safety Plan' alongwith all requisite documents in line with GCC clause on Safety Precaution and proforma provided in this Section – Sample Forms and Procedure and approval of the same by the Engineer In-Charge.

In addition to the above, Progressive payment of Plinth area rate of Residential Buildings, community center and security barrack shall be made as follows:

Sr.	Stages of work	% of

No.		payment
1	**Civil work up to terrace floor including slab, brickwork, plastering**	**25%**
2	**Flooring, door & windows and internal plumbing & sanitary fittings**	**32%**
3	**Finishing work all completed**	**33%**
4	**Handing over of Building complete in all respect**	**10%**
	Total	**100%**

1.2 Advances

A) Materials brought to site

75% of the cost (assessed by the Engineer-in-Charge) of any materials/ equipment which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to site for incorporation in the works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge, but have not been so incorporated.

The above provision for release of payment towards cost of equipment and materials shall be applicable only when the contractor provides the insurance cover for all the systems/ work under the contract and submits an indenture bond as per the proforma provided in this Section VI - Sample Forms and Procedures and on submission on Proforma invoice.

The Contractor, shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.

The advance payment as above shall be adjusted as and when materials/ equipment are utilised in the works.

B) Bill Advance

Payment of the Contractor's bills submitted complete with documents shall be made by the Employer within 30 days from the date of submission of the bill subject to the acceptance of the Engineer-in-Charge and in the event any likely delay beyond 30 days 75% of amount would be released on submission on Proforma invoice. Balance 25% with the subsequent months payment.

The Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.

Any interim certificate given relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final

certificate. Issuance of such certificates by Engineer-in-Charge shall however not in any manner, relieve the Contractor of his responsibilities and obligations under the contract.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided.

1.3 TIME LIMIT FOR PAYMENT OF FINAL BILL

1.3.1 The final bill shall be submitted by Contractor within three months of physical completion of the works. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of these items of the bill in respect of which there is no dispute and of items of dispute, for quantities and at rates as approved by Engineer-in-Charge, shall be made within the period of six months from the date of receipt of the bill by the Engineer-in-Charge

1.3.2 After payment of the amount of the final bill payable as aforesaid has been made, the Contractor may, if he so desires, reconsider his position in respect of the disputed portion of the final bill and if he fails to do so within 90 days, his disputed claim shall be dealt with as provided in the Contract.

1.4 Payment towards Price adjustment

Any variation in Contract price due to price adjustment provision of Appendix-2 shall be effected on presentation of debit note/credit note, as prescribed under the GST law supported by calculations as per formulae specified therein along with documentary evidence for different indices applicable for Price Adjustment.

1.4.1 Any increase in Contract price due to price adjustment provision shall be payable as follows:

90% (Ninety Percent) of the price adjustment amount for the respective billing period shall be paid after certification by Employer's representative for quantum of work done in the said billing period and issuance of Debit Note, as prescribed under the GST law, by the Contractor.

Balance **10% (Ten Percent)** of the price adjustment amount shall be paid alongwith the final payment.

Any interest on GST payable due to increase in Contract price due to price adjustment shall be to the Contractor's account and Employer shall not reimburse any amount on this account.

1.4.2 For any reduction in Contract Price due to price adjustment provisions the Contractor shall issue 'Credit note', as prescribed under the GST law. Further, the reduction in Contract Price shall be effected by recovering 100% of the reduction amount along with

applicable GST, if any charged earlier, from Contractor's invoices falling immediately due for payment or any other payments.

1.4.3 In case negative PV invoice is submitted by the contractor after the specified timeline as per the contract, interest shall be charged on said amount less provisional amount withheld on this account, if any, for the period elapsed beyond the specified timeline and date of submission of PV bill by the contractor. Rate of Interest shall be equal to one year MCLR rate [One Year Tenor rate p.a] published by State Bank of India as applicable on the last date of specified timeline. Further, the amount of interest worked out on negative PV shall be recovered from Contractor's invoices falling immediately due for payment or any other payments under the contract.

1.5 Payment towards Taxes and Duties

Taxes and duties applicable as per Indian Tax laws, concerning Supply of Services in respect of transaction between the Employer and the Contractor, shall be reimbursed by the Employer as follows:

(a) In case of Installation, the remaining GST(GST charged on invoice less GST on advance) shall be reimbursed along with Progressive payment on completion of Erection activity.

(b) 100% GST reimbursable on account of increase in Contract price due to price adjustment shall be reimbursed along with the 90% payment of the Price adjustment amount.

All GST payment shall be against GST invoices/debit notes raised by the Contractor as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Contractor 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 Contractor.

2. PAYMENT PROCEDURES

2.1 Method of Payment

All invoices/claims shall be raised by the Contractors in the name of Owner acting through POWERGRID.

All the payments to the Contractor shall be made by POWERGRID strictly out of the funds received from the Government of India.

The Employer shall make payments promptly within thirty (30) days of submission of an invoice/claim by the Contractor, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Contractor directly.

All payments to be made directly to the Contractor shall be made by the Employer though electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract. However, a request for payment to be released through cheque shall be considered on case to case basis and merit of the same.

Note: Pro-rata shall refer to functionally complete part(s) of the facilities, for which unit rates are identified in the contract.

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

2.2 **Bill Tracking System**

Prior to submission of bills in physical form, the Contractor shall submit its bills using POWERGRID's Vendor Bill Tracking System as per procedure detailed herein below. Further, the Contractor may also 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 POWERGRID's ERP Portal with the link URL (https://etender.powergrid.in). Once registered, the Contractor may track status of bills submitted, passed and paid by POWERGRID's Corporate Centre and Regional Office(s) under this Contract and other Contracts awarded on it by POWERGRID by following the method detailed herein below:

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

b) After login as at (a) above, Contractor is required to make the entry on POWERGRID's ERP Portal under the tab "Submit New Invoice" and shall fill all details along with the MSE status. Upon submission, a 16 digit unique BTS number will be generated and the Contractor will receive an automated e-mail forwarding the unique BTS number.

c) The physical bills alongwith printed copy of e-mail received from BTS (unique BTS number) shall be submitted by the Contractor.

d) 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 intimating that the physical copy of the bill has been received and is under verification / processing. However, on receipt of incomplete bill and/or non-receipt of physical bill by POWERGRID official, the incomplete bills/ digital entry in BTS (as the case may be) shall be returned to the Contractor by POWERGRID, which can be viewed under the tab "Invoice Returned".

e) 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.

f) The status of Bill submitted by the Contractor can be checked through the BTS number under tab "Invoice Submitted".

****End of Appendix-1****

Appendix – 2

PRICE ADJUSTMENT

1.1 The prices for execution of the entire works covered under the scope of this Specification shall be quoted by the Bidder in the manner specified in the BPS. The Erection price will be subject to price adjustment, only for items of work specifically stated under clause 1.2 below, (for which the bidder shall quote a base price), based on separate formulae as per price adjustment provisions given herein:

1.1.1 All Prices for Indoor/Outdoor Lighting/Illumination Works etc. and other items not specifically mentioned below shall remain FIRM and no price adjustment shall be applicable for these components for the entire duration of the Contract.

1.2 **Price Adjustment for Erection Price Component.**

The monthly price adjustment for erection price shall be worked out as per the formulae given below:

1.2.1 **For Erection price component {including Civil Works but excluding 'Supply & Placement of reinforcement steel' and 'Concreting'}**

$$ER_1 = ER_0 [0.20 + a \times (A_1/A_0) + l \times (L_1/L_0)] - ER_0$$

Where,

ER_1 = Price adjustment amount payable on erection price component excluding supply & placement of steel and concreting.

ER_0 = Value of erection work done (*excluding supply & placement of steel and concreting*) in billing period as established by Contract.

A = **Wholesale Price Index Number for `HSD' (Individual Commodity) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(www.eaindustry.nic.in)**.

L = Indian field labour index – namely All-India Average Consumer Price Index Numbers for Industrial Workers (monthly) (**Base 2016=100**), as published by Labour Bureau, Shimla, Government of India (**http://labourbureaunew.gov.in**).

Where,

a = Co-efficient of 'HSD', Value of which shall be between 0.20 & 0.24.

l = Co-efficient of labour, Value of which shall be between 0.56 & 0.60.

and the sum of a & l shall be 0.80.

1.2.2 **For Supply and placement of Reinforcement Steel:**

$$ER_1 = ER_0 [0.20 + a \times (A_1/A_0) + l \times (L_1/L_0) + b \times (B_1/B_0)] - ER_0$$

Where,

ER_1 = Price adjustment amount payable on price components of Supply and Placement of Steel.

ER_0 = Value of supply & placement of steel in billing period as established by Contract**.**

A = **Wholesale Price Index Number for `HSD' (Individual Commodity) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(www.eaindustry.nic.in)**.

B = **Wholesale Price Index Number for `Manufacture of Basic Metals'(Group Item) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(www.eaindustry.nic.in)**.

L = Indian field labour index – namely All-India Average Consumer Price Index Numbers for Industrial Workers (monthly) (**Base 2016=100**), as published by Labour Bureau, Shimla, Government of India (**http://labourbureaunew.gov.in**).

Where,

a = Co-efficient of 'HSD', Value of which shall be between 0.09 & 0.11.

b = Co-efficient of 'Manufacture of Basic Metals', Value of which shall be between 0.63 & 0.67.

l = Co-efficient of labour, Value of which shall be between 0.04 & 0.06.

and the sum of a, b & l shall be 0.80.

1.2.3 **For Concreting:**

$$ER_1 = ER_0 [0.20 + a \times (A_1/A_0) + l \times (L_1/L_0) + b \times (B_1/B_0) + c \times (C_1/C_0)] - ER_0$$

Where,

ER_1 = Price adjustment amount payable on price components of concreting.

ER_0 = Value of concreting in billing period as established by Contract.

A = **Wholesale Price Index Number for `HSD'(Individual Commodity) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(www.eaindustry.nic.in).**

L = Indian field labour index – namely All-India Average Consumer Price Index Numbers for Industrial Workers (monthly) (**Base 2016=100**), as published by Labour Bureau, Shimla, Government of India (**http://labourbureaunew.gov.in**).

B = **Wholesale Price Index Number for `Manufacture of cement, lime and plaster'(Group Item) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry (www.eaindustry.nic.in)**

C = **Wholesale Price Index Number for `Cutting, shaping and finishing of stone'(Group Item) (monthly) (Base: 2011-12=100), as published by Office of Economic Advisor, Ministry of Commerce & Industry(www.eaindustry.nic.in).**

Where,

a = Co-efficient of '**HSD**', Value of which shall be between 0.18 & 0.22.

b = Co-efficient of '**Manufacture of cement, lime and plaster**', Value of which shall be between 0.25 & 0.35.

c = Co-efficient of '**Cutting, shaping and finishing of stone**', Value of which shall be between 0.18 & 0.22.

l = Co-efficient of labour, Value of which shall be between 0.09 & 0.11.

and the sum of a, b, c & l shall be 0.80.

1.3 In the above price adjustment formulae, subscript '$_0$' refers to indices as applicable on 30 days prior to date of bid opening (referred to as base date indices) and subscript '$_1$' will correspond to billing period.

1.4 The price adjustment amount calculated by the above formulae shall not be subject to any ceiling, whatsoever.

2.0 The Bidders are required to estimate and indicate the values of different coefficients for each of the items in the price variation formulae within the specified range such that their summation is as specified in the Bidding Documents. Where no value or '-' or 'shall be furnished later' is specified against the coefficient, the same will be deemed to be zero and the fixed component would be suitably adjusted. If the values of all coefficients in price variation formulae indicated by the Bidder are within the specified range but their sum exceeds the summation specified in the Bidding Documents, the values of the coefficients shall be pro-rata adjusted such that the summation remains as per the provisions of the Bidding Documents. If the values of all coefficients indicated by the Bidder are within the specified range but their summation is less than the value specified in the Bidding Documents, the values of the coefficients as indicated by the Bidder shall be considered as such and the fixed

component in the price variation formulae would be suitably adjusted. Further, if any of values of the coefficients indicated by the Bidder is out of the range specified in the Bidding Documents, the lower of the values, as indicated by the Bidder vis-à-vis lower value of the range for that coefficient specified in the Bidding Documents, shall be considered and the fixed component would be suitably adjusted.

3.0 The above price adjustment provision shall be invoked by either party subject to the following further conditions:

a) For the purpose of price adjustment for Erection price, the billing period shall mean the billing period as per contract time schedule i.e., the agreed Bar Chart or actual period, whichever is earlier. The billing period for various erection activities will be as per agreed erection Bar Chart indicating monthly schedule of erection activities for completion of works. However, when the Employer's specific approval for advancement of erection activities has been obtained in such case the said advanced date shall be treated as the schedule date of erection activities for the purpose of working out the price adjustment payable.

   No price increase shall be allowed beyond the original erection dates unless specifically stated in the Time Extension letter, if any, issued by the Employer. The Employer will, however, be entitled to any decrease in the Contract price which may be caused due to lower price adjustment amount in case of erection of work beyond the original erection dates. Therefore, in case of work beyond the original erection dates, the liability of the Employer shall be limited to the lower of the price adjustment amount which may be worked out either on scheduled date or actual date of erection.

b) In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for price adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.

c) If the price adjustment amount works out to be positive, the same is payable to the Contractor by the Employer and if it works out to be negative, the same is to be recovered by the Employer from the Contractor.

d) The Contractor shall promptly submit the price adjustment invoices for the works done, positively within three (3) months from the date of work done whether it is positive or negative.

e) Bids shall confirm to the price adjustment provisions detailed above. A bid submitted on a fixed price basis will not be rejected but the price adjustment will be treated as zero.

****End of Appendix-2****

Appendix-3

INSURANCE REQUIREMENTS

Insurance to be taken out by the Contractor

1.0 Contractor's Liability and Insurance

1.1 From commencement to completion of the Works, the Contractor shall take full responsibility and shall take such care and precautions as would prevent loss or damage and would minimise loss or damage to the maximum extent possible. The Contractor shall be liable also for all damage or loss that may occur to the works or any part thereof and all Employer's T&P **(if any)** from any cause whatsoever save and except the Excepted Risk and shall at his own cost repair and make good the same so that at completion, the Works and all Employer's T& P shall be in good order and conditions and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

1.2 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of Law to protect his interest and interests of the Employer against all perils detailed herein. The form and the limit of such insurance as defined herein together with the underwriter in each case shall be acceptable to the Employer. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Employer. Contractor shall, however, be authorised to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.

1.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacements/ reinstatement cost of the Work/ equipment/ materials for all risks. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all work/ equipment / materials and to ensure their availability as per Project requirements. The insurance coverage shall also include but not be limited to the following:

a) Third party liability insurance with a minimum coverage of Rs.100,000/- (Rupees one hundred thousand only) for each occurrence.
b) Employer's liability and worker's compensation insurance in respect of the Personnel of Contractor in accordance with the relevant provision of the

applicable law, as well as with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

1.4 In the event of any loss or damage to the Works or any part thereof or to any T&P or to any material or articles at the Site from any of the Excepted Risks the following provisions shall have effect:

a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much to the Works as shall have been damaged, taking to Employer's store such Employer's T&P, articles and/or materials as may be directed.

b) The Contractor shall, as may be directed in writing by the Engineer-in-charge, proceed with the erection and completion of the Works under and in accordance with the provisions and Conditions of the Contract; and

c) These will be added to the Contract Sum, and the net amount due, ascertained in the same manner as for deviations, or as assessed by Engineer-in-charge for payment, in respect of the re-execution of the Works lost or damaged, the replacement of any T&P and of any materials and articles lost or damaged but not incorporated in the Bill of Quantities of the Contract on the day when the loss or damage occured and the removal by the Contractor as provided above of Employer's T&P articles and/or materials to the Employer's store and as well as for the debris and damaged Works referred to above including therein and the compensation paid by him, under any law for the time being in force, to any workman employed by him for any injury caused to him or to the workman's legal successors for loss of the workman's life, which are not covered for compensation under Contract requirements of insurance.

1.5 Provided always that the Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as have been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimise the amount of such loss or damage.

1.6 Without limiting the obligations and responsibilities under this Condition the Contractor shall insure the Works (from commencement to completion), the Employer's T&P hired by the Contractor and all materials at Site, to their full value, against the risk of loss or damage from whatever cause arising other than the Force Majeure and Excepted Risks. The said insurance shall be in the joint names of Employer and the Contractor and the Contractor shall deposit with the Engineer-in-charge the said policy or policies. All money payable by the insurers under such policy or policies shall be recovered by the Employer and shall be paid to the Contractor in instalments by the Engineer-in-Charge for the purpose of rebuilding or replacement or repair of the Works and/ or goods destroyed or damaged as the case may be. Provided however if the amount payable by the insurers in respect of any claim under such a policy is not in excess of the amount if mentioned in Schedule-A the same may be recovered by the Contractor directly from the insurers and shall be utilised by him for

the purpose of rebuilding or replacement or repair of the Works and/or goods destroyed or damaged as the case may be.

1.7 If the Contractor has a blanket insurance policy for all his works and the policy covers all the items to be insured under this Condition, the said policy shall be assigned by the Contractor in favour of the Employer; provided however, if any amount is payable under the policy by the insurers in respect of Works other than the work under this Contract the same may be recovered by the Contractor directly from the insurers.

1.8 Where the Employer, building or a part thereof is rented by the Contractor he shall insure the entire building or any part thereof is used by him for the purpose of storing or using materials of combustible nature, as to which the decision of the Engineer-in-Charge shall be final and binding.

1.9 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the works, and shall also indemnify against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto; provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any Compensation or damage caused by the Excepted Risks and Force Majeure conditions.

1.10 Before commencing execution of the work, the Contractor shall, without in any way limiting his obligations and responsibilities under this condition, insure against any damage, loss or injury which may occur to any property, (excluding that of the Employer but including the Employer's building rented by the Contractor wholly or in part and any part of which is used by him for storing combustible materials), or to any person (including any employee of the Employer) by or arising out of carrying out the Contract.

1.11 The Contractor shall at all times indemnify the Employer against all claims, damages or compensation under the Provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the Workman's compensation Act, 1947, Industrial Disputes Act, 1947, and Maternity Benefit Act, 1961 or any modifications thereof or any other Law relating thereof and rules made there under from time to time or as consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor not save and except where such accident or injury has resulted from any act of the Employer, its agents, or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent, of the Contractor be paid to compromise or compound any such claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act 1923 or any modification thereof or any other law relating thereto.

1.12 The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

1.13 The Contractor shall prove to the Engineer-in-Charge from time to time that he has taken out all the insurance policies referred to above and has paid the necessary premiums for keeping the policies alive till the project is taken over in accordance with the definition of Taking Over, as defined in this document elsewhere.

1.14 The Contractor shall ensure that similar insurance policies are taken out by his sub-contractors (if any) and the Contractor shall be responsible for any claims or losses to the Employer resulting from their failure to obtain adequate insurance protection in respect thereof. The Contractor shall produce or cause to be produced by his sub-contractors (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in- Charge.

1.15 If the Contractor and/or his sub-contractors (if any) shall fail to effect and keep in force the insurance referred to above or any other insurance which he/they may be required to effect under the terms of the Contract then and in any such case the Employer may, without being bound to, effect and keep in force any such insurance and pay such premium or premiums, as may be necessary for that purpose and from time to time deduct the amount so paid by the Employer from any moneys due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

****End of Appendix-3****

Appendix-4

TIME SCHEDULE

1. The Project Completion Schedule shall be as follows:

Activities	**Duration in months from the effective date of Contract**
Taking Over by the Employer upon successful Completion of:	
Package-II for Construction of Control Centre Building for SLDC cum REMC Ladakh under Civil Works to establish SLDC cum REMC for UT of Ladakh, Spec No: CC/NT/W-CIVIL/DOM/A10/24/05914	**18 (Eighteen Months)**

1.1 The activity(ies) under the Contractor's programme for Project Completion shall be in the form of a master network (MNW) and shall identify the various activities of the Facilities or specific part thereof (where specific parts are specified in SCC). The network shall conform to the above Project Completion Schedule.

This master network will be discussed and agreed before Award in line with above, engineering drawing and data submission schedule shall also be discussed and finalised before Award. Liquidated damages for delay in successful Completion of the Facilities or specific part thereof (where specific parts are specified in SCC) shall be applicable beyond the date specified above.

1.2 The Employer reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.

1.3 The successful Bidder shall be required to prepare detailed Network(s) and project implementation plans & programmes and finalise the same with the Employer as per the requirement specified in Technical Specifications, which shall form a part of the Contract.

1.4 Time for Completion is the essence of Contract.

****End of Appendix-4****

Appendix-5

LIST OF APPROVED SUBCONTRACTORS

Prior to award of Contract, the following details shall be completed indicating those sub-contractors proposed by the Bidder by Attachment to its bid that are approved by the Employer for engagement by the Contractor during the performance of the contract.

The following Subcontractors are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 44.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Item of Facilities	Approved Subcontractors	Nationality

Further, erection portion of the contract shall not be subcontracted without the prior approval of the Employer. However, such approval shall not be necessary for engaging labour.

****End of Appendix-5****

Appendix-6

SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

The following personnel, facilities, works and supplies will be provided/supplied by the Employer, and Employer responsibilities stated in technical specifications shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Clause 13.0.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel — Charge to Contractor – None

----------NIL----------

Facilities — Charge to Contractor - None except as noted

Electricity and Water — Charge to Contractor - as noted

Electricity and Water as per the requirement shall be arranged by the Contractor at its own cost.

Works — Charge to Contractor - None

----------NIL----------

Supplies — Charge to Contractor – None

----------NIL----------

****End of Appendix-6****

Appendix-7

LIST OF DOCUMENTS FOR APPROVAL OR REVIEW

The Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GCC Clause 13.0 (Time the essence of Contract), the following documents for:

A. Approval

1.

2.

3.

B. Review

1.

2.

3.

Note:

Bidder shall furnish the exhaustive list, which shall be discussed and finalised for incorporation into the Contract Agreement.

****End of Appendix-7****

Appendix-8

GUARANTEES, LIQUIDATED DAMAGES FOR NON – PERFORMANCE

Not Applicable

****End of Appendix-8****

6. PERFORMANCE SECURITY FORM

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No. …… Date.....

NOA/Contract No.....

……..*[Name of Contract]*…….

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide notification of award issued on ..... ***(insert date of the notification of award)….*****by M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of Power Development Department, UT of Ladakh (PDD LADAKH) (hereinafter referred to as 'Owner') to** M/s ..... *(Name of Contractor)* .....,

(or)

signed on .....*(insert date of the Contract)*…..... between M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of Power Development Department, UT of Ladakh (PDD LADAKH), and M/s ..... *(Name of Contractor)* .....,

having its Principal place of business at ……...*(Address of Contractor)* ..... and Registered Office at ……...*(Registered address of Contractor)* ..... ("the Contractor") concerning ……..…. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)…….. [Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]*

Or

We refer to the Contract signed on .....*(insert date of the Contract)*…..... between **M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of Power Development Department, UT of Ladakh (PDD LADAKH)** and M/s ..... *(Name of Contractor)* ....., having its Principal place of business at ……...*(Address of Contractor)*

..... and Registered Office at ……..*(Registered address of Contractor)* ..... ("the Contractor") and the Contract ("the Contract") signed on .....*(insert date of the Contract)*…..... between **M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ….. Name of OWNER…….. (hereinafter referred to as 'Owner')** and M/s ..... *(Name of Associate)* ..... (or) vide notification of award issued on ..... (insert date of the notification of award)….by **M/s. Power Grid Corporation of India Ltd., having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi – 110 016 ("the Employer"/"POWERGRID") on behalf of ….. Name of OWNER…….. (hereinafter referred to as 'Owner')** to M/s ..... (Name of Contractor) ....., .., having its Principal place of business at ……...*(Address of Associate)* ..... and Registered Office at ……... *(Registered address of Associate)* ....., the Associate of the Contractor for executing the Facilities concerning ……..…….. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)…….. [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]*

By this letter we, the undersigned, ……*(insert name & address of the issuing bank)* ……, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at …..……*(insert address of registered office of the bank)*……..... do hereby irrevocably guarantee payment to **the Owner / Employer** up to …….. i.e., **10% (Ten Percent)** of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of ……. *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by **the Employer's duly authorized officer or the authorized officer of Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to **the Owner / Employer** whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of ……. *(dd/mm/yy)* and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. …… on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to **the Owner / Employer** shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between **the Owner / Employer** and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This Bank Guarantee shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

   "This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

7. BANK GUARANTEE FORM FOR ADVANCE PAYMENT (Not Applicable)

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No. …… Date.....

NOA/Contract No.....

……..*[Name of Contract]*…….

To: *[Name and address of the Employer]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

signed on .....*(insert date of the Contract)*…..... between you and M/s ..... *(Name of Contractor)* .....
(or)
vide notification of award issued on ..... (insert date of the notification of award)….by you to M/s ..... (Name of Contractor) .....,

having its Principal place of business at ……...*(Address of Contractor)* ..... and Registered Office at ……...*(Registered address of Contractor)* ..... ("the Contractor") concerning ……..…. *(Indicate brief scope of work)* ..... for the complete execution of the …… *(insert name of Package alongwith name of the Project)*……..

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an interest bearing Advance Payment against furnishing of an irrevocable bank guarantee for an amount of ……..(*Amount in figures and words*) ……which is equal to **[{110% (One Hundred Ten Percent) of the amount of Advance} Plus {amount of GST reimbursable on Advance as per the Proforma invoice}].**

By this letter we, the undersigned, ……*(insert name & address of the issuing bank)* ……, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of ..... and having its Registered/Head Office at ….……*(insert address of registered office of the bank)*……..... do hereby irrevocably guarantee repayment of the said amounts upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever .

Provided always that the Bank's obligation shall be limited to an amount equal to the outstanding balance of the advance payment and the accrued interest on the Advance Payment ,

taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract as evidenced by appropriate payment certificates.

This Guarantee shall remain in full force from the date upon which the said advance payment is received by the Contractor upto ninety (90) days beyond the date on which the entire advance so advanced alongwith the interest if any due thereon has been fully adjusted in terms of the Contract i.e., upto of ninety (90) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. …….. on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto ninety (90) days beyond the date of Completion of the Facilities by the Employer i.e. upto and inclusive of ……. *(dd/mm/yy)*.

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____ [_____ (*value in words*)_____].

2. This Bank Guarantee shall be valid upto _____*(validity date)*_____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

   "This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

4. **At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 8.4 in SCC in their Trade Finance Portal.**

   Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

   ""This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

8. FORM OF TAKING OVER CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 37 (Completion certificate) of the General Conditions of the Contract entered into between yourselves and the Employer dated …… relating to the ..... *(insert brief description of the Facilities)*.....…….. we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description of the Facilities or part thereof ..... .
   …….....

2. Date of Completion :.....

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

9. FORM OF EXTENSION OF BANK GUARANTEE

Ref. No..... Dated:.....

To: *[Name and address of the Employer]*

Dear Sirs,

Sub.: Extension of Bank Guarantee No. …… …… dated …… for ……., issued to you on behalf of M/s. ……*(insert name of the Contractor)* ……... in respect of Contract No. ……. dated …….. for …….. *(insert name of the Package alongwith the Project name)* ……. (hereinafter called original Bank Guarantee).

At the request of M/s.…… *(insert name of the Contractor)* …....., We ……*(insert name & address of the issuing bank)* ……, a Bank organized under the laws of ..... and having its Registered/Head Office at …..…….*(insert address of registered office of the bank)*……..... …… do hereby extend our liability under the above-mentioned Guarantee No. ……..... Dated ...……... for a further period of ..... Years/Months from ..... to expire on ..... Except as provided above, all other terms and conditions of the original Bank Guarantee No. ...…….... dated ..... shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

For and on behalf of the Bank

[*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

10. FORM OF POWER OF ATTORNEY FOR JOINT VENTURE (Not Applicable)

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder ..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s)/Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of .....…….... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No..... Package ..... the bids for which have been invited by …… (insert name of the Employer alongwith address) …… (hereinafter called the 'Employer') to undertake the following acts :

i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".

ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of ……..... under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

   Name .....

   Designation .....

   Occupation .....

2. Signature.....

   Name .....

   Designation .....

   Occupation .....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

11. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS (Not Applicable)

THIS JOINT DEED OF UNDERTAKING executed on this……. day of…….. Two Thousand and……..... by …….. a company incorporated under the laws of …… and having its Registered Office at ..... (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s……a company incorporated under the laws of …….. …… and having its Registered Office at ……..…… (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.. .. .. a Company incorporated under the laws of …….. and having its Registered Office at ……. (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award)] against the Specification No……..……. for …… *(insert name of the package alongwith project name)* …… of …….. *(insert names of the Employer)* ……., a Company incorporated under the Companies Act of 1956 having its registered office at …….*(insert registered address of the Employer)*…… (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for …… *(insert name of the package alongwith project name),* stipulated in the Bidding Documents.

AND WHEREAS Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified firms as partners, meeting the requirements of Qualification Criteria in Annexure-A to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 9.3 (c) of ITB and Qualification Criteria in Annexure-A to BDS and in such a case, the Bid Forms shall be signed by **the Lead Partner as per the POA conferred by the Joint Venture partners** so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No……..dated ……..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for ---------- (*name of the Package*),in accordance with the Contract:

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I *(to be suitably appended by the Parties alongwith this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of …….
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated …….

Name ……..

Designation …….

Signature …….

For Lead Partner (Party No.-1)
For and on behalf of M/s
……..

(Signature of the authorized representative)

WITNESS :

I. ……

II. ……

Common Seal of …….
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated …….

Name ……..

Designation …….

Signature …….

For Party No.-2
For and on behalf of M/s……..

(Signature of the authorized representative)

WITNESS :

I. ……

II. ……

Common Seal of …….
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated …….

For Party No.-3
For and on behalf of M/s.
……..

Name ……..

Designation …….

Signature …….

(Signature of the authorized representative)

WITNESS :

I. ……

II. ……

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.

2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

12. FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES

BANK CERTIFICATE

This is to certify that M/s. _____ *(insert Name & Address of the Contractor)* _____ who have submitted their bid to ……..*(insert name of the Employer)*…… against their tender specification Vide ref. No. …… for …… *(insert name of the package alongwith the project name)* ……. is our customer for the past …… years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl. No.	**Type of Facility**	**Sanctioned Limit as on Date**	**Utilisation as on Date**

This letter is issued at the request of M/s. _____.

Signature _____

Name of Bank _____

Name of Authorised Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

FORM No. 13

FORM OF SAFETY PLAN TO BE SUBMITTED BY THE CONTRACTOR WITHIN THIRTY DAYS OF AWARD OF CONTRACT

[TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE]

SAFETY PLAN

THIS SAFETY PLAN is made this …….……..... day of ….……..... 20..... by ……. …… a Company registered under the Companies Act, 1956 or 2013, as the case may be/Partnership firm/proprietary concern having its Registered Office at …….....[*to be modified suitably for JV Contractor*] (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) for approval of .....*(insert name of the Employer)*....., a company incorporated under the Companies Act, 1956 having its Registered Office at ..... *(insert registered address of the Employer)*..... for its Contract for ……..... .....*(insert package name, project name alongwith Specification number of the Contract)*.....

WHEREAS .....*(abbreviated name of the Employer)*..... has awarded to the Contractor the aforesaid Contract vide its Notification of Award/Contract No. ……..……..... dated ....……..and Amendment No. ..... (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which the Contractor is required to submit 'Safety Plan' alongwith certain documents to the Engineer In-Charge/Project Manager of the Employer within Thirty (30) days of Notification of Award for its approval.

NOW THEREFORE, the Contractor undertakes to execute the Contract as per the safety plan as follows:

1. THAT the Contractor shall execute the works as per provisions of Bidding Documents including those in regard to Safety Precautions / provisions as per statutory requirements.

2. THAT the Contractor shall execute the works in a well planned manner from the commencement of Contract as per agreed mile stones of work completion schedule so that planning and execution of construction works goes smoothly and consistently through out the contract duration without handling pressure in last quarter of the financial year/last months of the Contract and the same shall be finalized in association with POWERGRID Engineer In-charge/Project Manager from time to time as required.

3. THAT the Contractor has prepared the safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site, which is enclosed at **Annexure – 1A (SP)** for acceptance and approval of Engineer In-charge/Project Manager. The Contractor shall ensure that on approval of the same from Engineer In-charge/Project Manager , the approved copies shall be circulated to Employer's personnel at site [Supervisor(s)/Executive(s)] and Contractor's personnel at site [Gang leader, supervisor(s) / stewards etc.] in their local language / language understood by gang.

THAT the Contractor has prepared minimum manpower deployment plan, activity wise as stated above, which is enclosed at **Annexure – 1B (SP)** for approval of Engineer In-charge/Project Manager of the Employer.

4. THAT the Contractor shall ensure while executing works the work force is provided with training by the construction Agencies as per applicable Laws in this regard. In addition at least 10 day's Induction training shall be provided by the Agency to the erection/stringing/commissioning staff/gang with maintenance of documentation. Such training shall not be necessary in case the work force has previously undergone training under the same or other Construction agency working in POWERGRID for similar work. For the above purpose, Recognition of Prior Learning (RPL) shall also be acceptable as per the Government directives. Hired gang workers shall also follow safe working procedures and safety norms as is being followed by company's workmen. It should also be ensured by the contractor that certified fitters who are climbing towers / doing stringing operations can be easily identifiable with a system like issue of Badge / Identification cards (ID cards) etc. Colour identification batches should be worn by the workers. Contractor has to ensure that inexperience workers / unskilled workers should not be deployed for skilled job. The Agency shall issue an induction training records to POWERGRID site in-charge.

5. THAT the Contractor's Safety Supervisor or Safety Steward is dedicatedly available fulltime at every construction site and shall brief to each worker daily before start of work about safety requirement and warn about imminent dangers and precautions to be taken against the imminent dangers (Daily Safety Drill). This is to be ensured without fail by Contractor and maintain record of each gang about daily safety instructions issued to workers and put up to POWERGRID site In-charge for his review and record.

6. THAT the Contractor shall ensure that the Gang leader should be experienced and well versed with the safe working procedures applicable for transmission line/ Sub Station works. The Safety Steward/Supervisor from Contractor's own roll having thorough knowledge about the works would be deployed so as to percolate safety instructions upto the grass root level in healthy spirits. Contractor has to ensure close supervision while executing critical locations of transmission lines / sub stations and ensures that all safety instructions are in place and are being followed.
7. The Contractor shall prepare a detailed list of all Tool & Plants (T&P) including lifting machines, lifting tools/ lifting tackles/ lifting gears and all types of ropes and slings etc. to be deployed as per work requirement, including or better than that the requirements as specified in the Technical Specifications and submit the same to POWERGRID Engineer-in-charge / Project Manager for acceptance /approval.
8. THAT the Contractor shall maintain in healthy and working condition all kind of Equipment's / Machineries / Lifting tools and tackles / All kind of Ropes including wire ropes / Polypropylene ropes etc. used for Lifting purpose during execution of the project and get them periodically examined and load tested for safe working load in accordance with relevant provisions and requirement of Building & other construction workers Regulation of Employment and Conditions of Services Act and Central Rule, Factories Act 1948, Indian Electricity Act 2003, CEA regulation in this regard before start of the project. A register of such examinations and tests shall be properly maintained by the contractor

and shall be promptly produced as and when desired by the Engineer In-charge/Project Manager or by the person authorized by him. The Contractor has to ensure to give special attention on the formation / condition of eye splices of wire rope slings as per requirement of IS 2762 Specification for wire rope slings and sling legs.

THAT the Contractor has prepared a list of all Lifting machines, lifting Tools and Tackles etc. All types of ropes and Slings which are subject to safe working load is enclosed at **Annexure – 2 (SP)** for review and approval of Engineer In-charge/Project Manager of POWERGRID.

9. THAT the Contractor has to procure sufficient quantity of Personal Protective Equipment (PPE) conforming to Indian / International standards and provide these equipment to every workman at site as per need and to the satisfaction of Engineer-in-charge/Project Manager of POWERGRID. The Contractor's Site Supervisor/ Project Manager has to ensure that all workmen must use Personal Protective Equipment at site (**As per Annexure- 3(SP**).
Proper control by Contractor shall be exercised such that before work commencement all workers are issued with required PPEs at site, use of safety shoes by workers working on ground, canvas shoes by workers working at height, rubber gum boots during rains/concreting/marshy land works, Twin Lanyard Full body Safety Harness with attachment of light weight such as aluminum alloy etc. and having features of automatic locking arrangement of snap hook by all workers working at height for more than three meters and also horizontal life line for horizontal movement on tower are arranged. No half body harness shall be used at site. Use of Retractable type fall-arrestors by workers for ascending / descending on suspension insulator string and other similar works etc., use of mobile fall arrestor for ascending/descending from tower by all workers should be ensured. Use of cotton / leather hand gloves as per requirement and induction safety helmets, line testers, electrical resistance hand gloves while operating electrical installations / switches. Face shield for protecting eyes while doing welding works and dust masks as per work requirement shall be ensured. Reflective jackets to be used by all workmen at site and differently coloured such jackets by the persons working at height. Requisite Safety net shall be used for reducing the risk of injury / damage.

The Contractor shall have to take action against the workers not using Personal Protective Equipment at site and those workers shall be asked to rest for that day and suitable penalty shall be imposed by the Contractor as a deterrent on the associated defaulting persons. POWERGRID may issue warning letter to Project Manager of contractor in violation of above norms.

THAT the Contractor shall prepare a detailed list of PPEs, activity wise, to commensurate with manpower deployed, which is enclosed at **Annexure – 3 (SP)** for review and approval of Engineer In-charge/Project Manager. It shall also be ensured that the sample of these equipment shall be got approved from POWERGRID Engineer In-charge. The contractor shall submit relevant test certificates as per IS / International Standard as applicable to PPEs used during execution of work. All the PPE's to be distributed to the workers shall be checked by POWERGRID Engineer In-charge on routine basis.

The Contractor also agrees for addition / modification to the list of PPE, if any, as advised by Engineer In-Charge/Project Manager of Employer.

10. THAT the Contractor shall procure, if required sufficient quantity of Earthing Equipment / Earthing Devices complying with requirements of relevant IEC standards (Generally IECs standards for Earthing Equipments / Earthing Devices are – 855, 1230, 1235 etc.) and to the satisfaction of Engineer In-Charge/ Project Manager and contractor to ensures to maintained them in healthy condition.

    THAT the Contractor has prepared / worked out minimum number of healthy Earthing Equipments with Earthing lead confirming to relevant IS / European standards per gang wise during stringing activity/as per requirement, which is enclosed herewith at **Annexure – 4 (SP)** for review and acceptance of Engineer In-Charge/ Project Manager prior to project execution of work.

11. THAT the Contractor shall provide communication facilities i.e. Walky – Talkie / Mobile Phone, Display of Flags / whistles for easy communication among workers during Tower erection / stringing activity, as per requirement.

12. THAT the Contractor undertakes to deploy qualified safety personnel responsible for safety as per requirements of Employer/Statutory Authorities.

    THAT the Contractor shall deploy one full time officer exclusively as Safety Officer per contract.

    THAT in addition to the Safety Officer, one Safety Supervisor will be deployed for every 25km of transmission line or part thereof of and one Safety Steward shall be deployed with each gang / activity of the transmission line construction works.

    THAT, in addition to the Safety Officer, for all Supply-cum-installation contracts other than transmission line construction works, Safety Steward shall be deployed with each gang/ activity.

    The Safety Officer shall be qualified and experienced as per BOCW ACT (Engineering graduate with two years' experience and Diploma in Industrial Safety or alternatively a Bachelor of Science/ diploma in Engineering with 5 years' experience and Diploma in Industrial Safety) and will ensure compliance of safety requirement to satisfaction of Engineer In-charge /Project Manager/Safety Co-ordinator of the Employer. Such Safety Officers shall be assisted by suitable and adequate Safety Supervisors and Safety Stewards. The Safety Officer will report directly to his head of organization and not the Project Manager of Contractor He shall also not be assigned any other work except the work of safety. The curriculum vitae of such person shall be got cleared from POWERGRID Project Manager / Construction staff.
    The Safety Supervisor shall be Bachelor of Science/diploma in Engineering with 2 years' relevant experience in safety.
    The qualification of Safety Steward shall be ITI or equivalent with 2 years relevant experience in safety.

The Safety Officer shall ensure that all works being executed are as per approved safe work procedure and best industry practices. Inter-alia at least the following roles / responsibilities shall be discharged by the Safety Officer of the Agency:

- Ensure availability of Site Safety Steward/ Safety Supervisor before any commencement of work and that they shall leave site only after work completion. No work shall be started unless safety steward/ supervisor are available at site. Availability of healthy PPE's, First-aid and T&P shall be ensured by the Safety Officer.
- Ensure presence of full time Safety Supervisor / Safety Steward during tower erection / stringing and that they shall not leave the site before completion of daily work. In absence of Safety Supervisor / Safety Steward, the work shall not be undertaken.
- Ensure conduction of regular pep-talk at site before start of work, site audit/ inspection, Mock drills, First-aid training, Induction training to the new workers, safety awareness program and any on-site/on-job training as per works requirements. Issue of height passes to such skilled fitters and different cards to other fitters for proper identification during site work.
- Arrange for medical check-up of all workers maintenance of health and hygiene of all workers/gangs and site welfare activities
- Conduct period safety audit & inspections for all sites and arrange compliances.

- Ensure conditioning monitoring of PPEs and T&Ps with unique serial number marking for traceability, proof load testing before deployments, maintaining such records and submission to site-in-charge of Employer.
- Arrange for regular site inspection of PPE's and T&P's to be got done through POWERGRID site supervisor also. No tower erection / stringing work shall be started without presence of POWERGRID site supervisor
- Ensure availability of emergency action plan in case of any disaster event which shall include injury, electrocution, snake-bite, heat stroke, fire, storm, etc. and barricading and safety displays at sites.
- Reporting of Monthly safety activities to Site in-charge of Employer which shall include all incidents, near-miss events etc. Maintenance of all safety records.

The Safety Supervisor shall ensure that all works being executed are as per approved safe work procedure are circulated to all gang leaders and control measures are taken as per site risk assessment. Inter-alia at least the following role shall be discharged by the Safety Supervisor:

- Check availability of safe working procedures with the gangs at site
- Ensure that pep-talk is given before start of work every day, get the records and communicate.
- Ensure Prior Safety training to all workers.
- Arrange the display of safety poster, danger boards, safety flags and caution tape at sites.
- Check height workers having valid height pass and medical fitness of all workers and that no worker is allowed to work without valid medical fitness and height pass
- Ensure height working fitters use the safety belt and proper anchoring of safety belt hooks during working and movements.

- Ensure full time presence of Safety Steward with each gang / location / activity till work completion.
- Ensure that tower erection / stringing work is not started without presence of POWERGRID site supervisor.
- Inspection of PPE's and T&P's and ensure its healthiness, provide safety inspection sticker after verifying the third party certificates at site.
- Monitor safety audit/inspections points and arrange for the compliances.
- Report daily safety activities and other related safety issues to site safety officer / engineer.

The Safety Steward should monitor that all works being executed are as per approved safe work procedure and control measures taken as per site risk assessment. Inter-alia at least the following role shall be discharged by the Safety Steward:

- Ensure approved safe work procedure available at site at all time in language understood by majority of workers. Ensure that all workers clearly understand the approved work procedure, all the hazards are identified, control measures are taken as per risk assessment with the approved work procedure.
- Arrange the display of safety poster, danger boards, safety flags and caution tape at sites.
- Conduct pep-talk before start of work every day and record it.
- Check height workers having valid height pass and medical fitness of all workers and ensure that no worker is allowed to work without valid medical fitness and height pass.
- Ensure that safety training is imparted to all workers.
- Inspection of PPE's, T&P's and ensure its healthiness, that valid inspection stickers are available at site and shall ensure the marking on PPEs and T&P with unique number.
- Monitor that height workers are using the safety belt and ensure anchoring safety belt hook.
- Ensure that no worker is working under suspended load or height work activity.
- Shall have the authority to stop the work, when work is being executed in unsafe manner.
- Ensure that welfare and first-aid facilities are available at site.
- Ensure compliances of all safety audit and inspection points.
- Report daily safety activities and other related safety issues immediately to the Safety Officer / Safety Supervisor.

The name and details of Safety Officers/ Safety Supervisor/Safety Steward of contractor shall be informed before start of work in writing to Engineer In-charge of Employer. Any change of the incumbent is made during the currency of the contract shall be promptly intimated to the Engineer In-charge of Employer. The copy of organisation chart/ structure of the Contractor in regard to safety shall be submitted. The list is enclosed at **Annexure – 5A (SP).)**.

THAT the Contractor shall submit a list including details of Explosive Operator (if required), Safety supervisor / nominated person for safety for each such explosive activities. Such persons shall be trained in First Aid Techniques. The list is enclosed at **Annexure – 5B (SP)**.

13. The Project Manager shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. Further, the Project Manager shall have the right at his sole discretion to stop the work till the Safety Officer(s)/Safety Supervisor(s)/Safety Steward(s) is deployed by the Contractor. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager of Employer in this respect shall be conclusive and binding on the Contractor.

14. THAT, if, any Employer's Engineer/ supervisor at site observes that the Contractor is failing to provide safe working environment at site as per agreed Safety Plan / POWERGRID Safety Rule/ Safety Instructions / Statutory safety requirement and creates hazardous conditions at site and there is possibility of an accident to workmen or workmen of the other contractor or public or the work is being carried out in an un safe manner or he continues to work even after being instructed to stop the work by Engineer / Supervisor at site / RHQ / Corp. Centre, the Contractor shall be bound to pay a penalty of Rs. 10,000/ - per incident per day till the instructions are complied and as certified by Engineer / Supervisor of Employer at site. The work shall remain suspended and no activity shall take place without compliance and obtaining clearance / certification of the Site Engineer / Supervisor of the Employer to start the work.

15. THAT, in case of an accident at Site, the Contractor shall be liable to pay a compensation to the Employer for further disbursement to the deceased family/ Injured persons as per GCC Clause GCC 18.3.3.24. The permanent disability has the same meaning as indicated in Employees' Compensation Act. The above stipulations is in addition to all other compensation payable to sufferer as per Employees' compensation Act / Rules

    Notwithstanding above, the Contractor shall also be responsible for payment of sum as indicated at GCC Sub-Clause 18.3.3.25 which shall be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26.

    THAT as per the Employer's instructions, the Contractor agrees that this amount shall be deducted from their running bill(s) immediately after the accident, That the Contractor understands that this amount shall be over and above the compensation amount liable to be paid as per the Employees' Compensation Act /other statutory requirement/ provisions of the Bidding Documents.

16. THAT the Contractor shall submit Near-Miss-Accident report alongwith action plan for avoidance such incidence /accidents to Engineer – In-charge/ Project Manager of the Employer. Contractor shall also submit Monthly Safety Activities report and copy of the Monthly Safety Activities report also to be sent to Safety In-charge at RHQ of the Employer for his review record and instructions.

17. THAT the Contractor is submitting a copy of Safety Policy/ Safety Documents of its Company which is enclosed at **Annexure – 6 (SP)** and ensure that the safety Policy and safety documents are implemented in healthy spirit.

18. THAT the Contractor shall make available of First Aid Box [Contents of which shall be as per Building & Other Construction Workers Act (Regulation of Employment and Conditions of Services Act and Central Rule 1998 / POWERGRID Guidelines)] to the satisfaction of Engineer In-Charge/ Project Manager with each gang at site and additional at camp and ensures that trained persons in First Aid Techniques with each gang before taking up the execution of work.

19. THAT the Contractor shall submit an 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. which is enclosed at **Annexure – 7 (SP)** for approval of the Engineer In-Charge/ Project Manager of the Employer before start of project.

20. THAT the Contractor shall organise Safety Training Programs on Safety, Health and Environment and for safe execution of different activities of works i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. for their own employees including sub-contractor workers on regular basis.

    The Contractor will submit copy of the module of training program, enclosed at **Annexure – 9 (SP)**, to Engineer In-charge/Project Manager of the Employer for its acceptance and approval and records maintained.

21. THAT the Contractor shall conduct safety audit, as per Safety Audit Check Lists enclosed at **Annexure – 8 (SP)**, by his Safety Officer(s) every month during construction of Transmission Lines / Sub Stations / any other work and copy of the safety audit report shall be forwarded to the Employer's Engineer In-charge / Site In-charge/Project Manager for his comments and feedback. During safety audit, healthiness of all Personal Protective Equipments (PPEs) shall be checked individually by safety officer of contractor and issue a certificate of its healthiness or rejection of faulty PPEs and contractor has to ensure that all faulty PPEs and all faulty lifting tools and tackles should be destroyed. Contractor has to ensure that each gang be audited for safety at least once in two months. The Employer's site officials shall also conduct safety audit from time to time when construction activities are under progress. Apart from above, the Employer may also conduct surveillance safety audits. The Employer may take action against the person / persons as deemed fit under various statutory acts/provisions under the Contract for any violation of safety norms / safety standards and shall have right to stop the unsafe work from being done.

22. THAT the Contractor shall develop and display Safety Posters of construction activity at site and also at camp where workers are generally residing.

23. THAT the Contractor shall ensure to provide potable and safe drinking water for workers at site / at camp with required hygiene and sanitation.

24. THAT the Contractor shall do health checkup of all workers from competent agencies as per statutory requirements and reports will be submitted to Engineer In-Charge of the Employer along with the monthly reports.

25. THAT the Contractor shall submit information along with documentary evidences in regard to compliance to various statutory requirements as applicable which are enclosed at **Annexure – 10A (SP)**. In case of work being carried out through sub-contractors the sub – contractor's workmen / employees shall also be considered as the contractor's employees / workmen

    The Contractor shall also submit details of Insurance Policies taken by the Contractor for insurance coverage against accident for all employees are enclosed at **Annexure – 10B (SP)**.

26. THAT a check-list in respect of aforesaid enclosures along with the Contractor's remarks, wherever required, is attached as **Annexure – Check List** herewith.

THE CONTRACTOR shall incorporate modifications/changes in this 'Safety Plan' necessitated on the basis of review/comments of the Engineer In-Charge/Project Manager within fourteen (14) days of receipt of review/comments and on final approval of the Engineer In-Charge/Project Manager of this 'Safety Plan', the Contractor shall execute the works under the Contract as per approved 'Safety Plan'.
Further, the Contractor has also noted that the first progressive payment towards Services Contract shall be made on submission of 'Safety Plan' along with all requisite documents and approval of the same by the Engineer In-Charge/Project Manager of the Employer.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of

M/s.....…….....

WITNESS

1. Signature..... Signature.....

   Name..... Name.....

Address..... Address.....

2. Signature..... Authorised representative

Name..... (Common Seal)

Address..... (In case of Company)

Note:
All the annexure referred to in this "Safety Plan" are required to be enclosed by the contractor as per the attached " Check List "

1. Safety Plan is to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute such contract documents etc. and such documents should be attached to this Safety Plan.

2. For all safety monitoring/ documentation, Engineer In-charge / Regional In-charge of safety at RHQ shall be the nodal Officers for communication.

3. POWERGRID have right to modify this agreement with effect for the future at any time in case of any statutory law change or any other reason.

CHECK LIST FOR SAFETY PLAN

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
1.	**Annexure – 1A (SP)** Safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site in language understood by workers / gang.	Yes/No	
2.	**Annexure – 1B (SP)** Manpower deployment plan, activity wise foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. No work to start in case manpower deployment is not as per approved plan.	Yes/No	
3.	**Annexure – 2 (SP)** List of Lifting Machines i.e. Crane, Hoist, Triffor, Chain Pulley Blocks etc. and Lifting Tools and Tackles i.e. D shackle, Pulleys, come along clamps, wire rope slings etc. and all types of ropes i.e. Wire ropes, Poly propylene Rope etc. used for lifting purposes along with test certificates. Contractor shall get T&P available verified by site engineer of employer before start of project.	Yes/No	
4.	**Annexure – 3 (SP)** List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable: 1. Industrial Safety Helmet to all workmen at site. (EN 397 / IS 2925) with chin strap and back stay arrangement. 2. Safety shoes without steel toe to all ground level workers and canvas shoes for workers working on tower.	Quantities to be specified	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	3. Rubber Gum Boot to workers working in rainy season / concreting job IS 12254. 4. Twin lanyard Full Body Safety harness with shock absorber and leg strap arrangement for all workers working at height for more than three meters. Safety Harness should be with attachments of light weight such as of aluminium alloy etc. and having a feature of automatic locking arrangement of snap hook and comply with EN 361 / IS 3521 standards. 5. Mobile fall arrestors for safety of workers during their ascending / descending from tower / on tower. EN 353 -2 (Guided type fall arresters on a flexible anchorage line.) 6. Retractable type fall arrestor (EN360: 2002) for ascending / descending on suspension insulator string etc. 7. Providing of good quality cotton hand gloves / leather hand gloves for workers engaged in handling of tower parts or as per requirement at site. 8. Electrical Resistance hand gloves to workers for handling electrical equipment / Electrical connections. IS : 4770 9. Dust masks to workers handling cement as per requirement. 10. Face shield for welder and Grinders. IS : 1179 / IS : 2553 11. Reflective Jackets to identify the workers IS 1509 12. Safety nets to protect the man and material during fall from height IS 11057 13. Induction safety helmets to warn the worker from induction /charged area and to protect from head injury. 14. Line tester IS 50191,61230,61219 15. Soulder pad to protect the soulder injury 16. Horizontal life line to protect the worker from fall from height ISO 1140 17. Binocular to check the workers working at heights.Other PPEs, if any, as per requirement etc. The typical list of PPEs per transmission line gang is enclosed herewith.		

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
5.	**Annexure – 4 (SP)** List of Earthing Equipment / Earthing devices with Earthing lead conforming to IECs for earthing equipments are – (855, 1230, 1235 etc.) gang wise for stringing activity/as per requirement	Yes/No	
6.	**Annexure – 5A (SP)** List of Qualified Safety Officers/ Safety Supervisor/Safety Steward of contractor shall be informed before start of work in writing to Engineer In-charge of Employer. Any change of the incumbent is made during the currency of the contract shall be promptly intimated to the Engineer In-charge of Employer. The copy of organisation chart/ structure of the Contractor in regard to safety shall be submitted	Yes/No	
7.	**Annexure – 5B (SP)** List including details of Explosive Operator (if required), Safety supervisor / nominated person for safety for each such explosive activities. Such persons shall be trained in First Aid Techniques	Yes/No	
8.	**Annexure – 6 (SP)** Copy of Safety Policy/ Safety Document of the Contractor's company	Yes/No	
9.	**Annexure – 7 (SP)** 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc.	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
10.	**Annexure – 8 (SP)** Safety Audit Check Lists (Formats to be enclosed)	Yes/No	
11.	**Annexure – 9 (SP)** Copy of the module of Safety Training Programs on Safety, Health and Environment, safe execution of different activities of works for Contractor's own employees on regular basis and subcontractor employees. Contractor to maintain documentations of all training programs.	Yes/No	
12.	**Annexure – 10A (SP)** Information alongwith documentary evidences in regard to the Contractor's compliance to various statutory requirements including the following:		
(i)	Electricity Act 2003 _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(ii)	Factories Act 1948 _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(iii)	Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Act 1996) and Welfare Cess Act 1996 with Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(iv)	Employee's Compensation Act and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
(v)	Public Insurance Liabilities Act 1991 and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(vi)	Indian Explosive Act 1948 and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(vii)	Indian Petroleum Act 1934 and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(viii)	License under the contract Labour (Regulation & Abolition) Act 1970 and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(ix)	Indian Electricity Rule and amendments if any, from time to time. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(x)	The Environment (Protection) Act 1986 and Rules. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(xi)	Child Labour (Prohibition & Regulation) Act 1986. _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
(xii)	National Building Code of India 2005 (NBC 2005). _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(xiii)	Indian standards for construction of Low/ Medium/ High/ Extra High Voltage Transmission Line _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
(iv)	Any other statutory requirement(s) [*please specify*] _____ [*Name of Documentary evidence in support of compliance*]	Yes/No	
13.	**Annexure – 10B (SP)** Details of Insurance Policies alongwith documentary evidences taken by the Contractor for the insurance coverage against accident for all employees as below:		
(i)	Under Employee's Compensation Act and Rules. _____ [*Name of Documentary evidence in support of insurance taken*]	Yes/No	
(ii)	Public Insurance Liabilities Act 1991 _____ [*Name of Documentary evidence in support of insurance taken*]	Yes/No	
(iii)	Any Other Insurance Policies _____	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	[*Name of Documentary evidence in support of insurance taken*]		

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The typical list of PPEs per transmission line gang as enclosed of Annexure 3 (SP).

Indicative list for Personal Protective Equipment's for TL Gang

Sl#	Item	Reference standards or better	Unit	Qty/Gang
1	Safety Helmet Yellow	IS 2925	No	50
2	Safety Helmet Blue	IS 2925	No	10
3	Gumboot	IS 12254	Pair	10
4	Safety Shoes	IS 15298	Pair	60
5	Hand Gloves Cotton	IS 6994	Pair	120
6	Hand Gloves Rubber	IS 4770	Pair	100
7	11/33KV Gloves	IS: 4770	Pair	10
8	Nose Mask	IS : 9623	No	60
9	First Aid Box	BOCW ACT sec.231 & schedule III	No	4
10	FRP Ladder/Steel Ladder/Rope Ladder		No	2
11	Full Body Harness with double lanyard	(IS 3521 : 1999) and comply with EN-361 standards	No	15
12	Caution Board/Red & Green Flag	-	No	100
13	Barricading Tape	-	Bundle	10
14	Shoulder Pad	-	No	40
15	Reflective Jacket	-	No	60
16	Discharge Rod 11kV/33kV	Complies with EN 50191, EN 61230 and EN 61219	Set	10
17	Discharge Rod 220kV/400kV	Complies with EN 50191, EN 61230 and EN 61219	Set	12
18	Whistle/Mega Phone	-	Set	2
19	Walkie - Talkie	-	Pair	10
20	Horizontal Life Line System	16mm Polyamide	set	4
21	Fall Arrestor Rope	-	lot	4
22	Rope Grab Fall Arrestor	-	No	15
23	Retractable Fall Arrestor	EN 360	No	10
24	Binocular	-	No	3
25	Multi tester/Induction Tester	-	No	5
26	Induction Helmet	-	No.	10
27	Safety Net Set	IS: 5175	Lot	6

28	HV Line tester	EN 61326 & EN 61000	No.	2
29	Face shield	IS 1179	No.	2
30	ZERO POWER PLAIN GOGGLES	IS 1179	No.	30
31	Tent/ Sanitation Arrangements	-	Lot	1
Note:	This list is indicative for every gang and Contractor has to provide any additional PPEs as per statutory, site requirements and satisfaction of POWERGRID Project Incharge/Site Incharge.			

Form No. 14

INDENTURE FOR SECURED ADVANCES

(To be stamped in accordance with Stamps Act)

THIS INDENTURE made on the ..... day of ..... 20 ..... BETWEEN a Company registered under the Companies Act and having registered office at ..... (hereinafter called the "Contractor" which expression shall where the context so admits or implies, be deemed to include its executors, administrators and assigns of the one part and the ----------.(Name of the Employer) (hereinafter called the "Employer" which expression shall where the context so admits or implies, be deemed to include its successors in office and assigns) of the other part.

WHEREAS by an agreement dated ..... (hereinafter called the said agreement) the Contractor has agreed AND WHEREAS the Contractor has applied to the Employer that he may be allowed advance on the security of materials absolutely belonging to him and brought by him to the site of the works subject to the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges) AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees ..... on the Security of materials, the quantities and other particulars of which are detailed in part-II of a running account Bill (B) for the said work signed by the Contractor and the Employer reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to site of said work.

NOW THIS INDENTURE WITNESSETH that in pursuance of said agreement and in consideration of the sum of Rupees ..... on or before the execution of these presents paid to the Contractor by the Employer, the receipt where of the Contractor both hereby acknowledge and of such further advance (if any) as may be made to him as aforesaid, the Contractor both hereby covenants and agree with the Employer and declare as follows :-

1. That the sum of Rupees ..... as advance by Employer to the Contractor as aforesaid and all or any further sum or sum advance as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for some other purpose whatsoever.

That the material detailed in the said Running Bill which have been offered to and accepted by the Employer. Security are absolutely the Contractor's own property and free of encumbrances of any kind and the Contractor will not make application for or receive a further advance on the security material which are not absolutely his own property and free encumbrances of any kind and the Contractor indemnifies the Employer against any claims to any materials in respect of an advance made to him as aforesaid.

That the materials detailed in the said Running Account Bill (B) and all other materials on the security of which any further advance or advances may be used by the Contractor solely on the execution of the said works in accordance with the directions of the Engineer-In-Charge of Employer and in terms of the said agreement.

That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper safe custody and protection against all risk of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer-In-Charge or any Officer authorised by him in the event of the Project part thereof being stolen, destroyed or damaged or becoming deteriorated in greater degree than is due to reasonable use and wear thereof the Contractor will replace the same with other materials of like quality or repair and make good the same as required by Engineer-In-Charge.

That the said materials shall not on any account be removed from the site of the work except with the written permission of the Engineer-In-Charge or an Officer authorised by him on that behalf.

That the advance shall be repayable in full when or before Contractor receives payment from the Employer of the price payable to him for the said works under the terms and provision of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done then on the occasion of each payment the Employer will be at liberty to make a recovery from the Contractor's bill for such payment by deducting therefrom the value of the said materials than actual used in the construction and in respect of which recovery has not been made previously the value for this purpose being determined in respect of each description of materials at the rates at which the amounts of the advance as made under these presents were calculated.

That if the Contractor shall at any time make any default in the performance of observance in any respect of any of the terms and provisions of the said agreement or these provisions the total amount or the advance or advances that may still be owing to the Employer shall immediately on the happening of such default be repayable by the Contractor to the Employer together with interest thereon at twelve percent per annum from the date of respective dates of such advance or advances to the date of repayment and with all costs, charges, damages and expenses incurred by the Employer in or for the recovery hereof or the enforcement of this security or otherwise by reasons of the default of the Contractor and the Contractor hereby covenants and agrees with the Employer to repay and pay the same to him accordingly.

That the Contractor hereby charges all the said materials with the repayment to the Employer of the said sum of Rs. ..... and further sum or sums advanced as aforesaid and all costs, charges, damages and expenses payable under these presents. PROVIDED ALWAYS and it is hereby agreed and declared that notwithstanding anything in the said agreement and without prejudice to the powers contained therein and whenever the covenant for payment and repayment hereinbefore contained shall become enforceable and the money owing shall not be paid in accordance herewith the Employer may at any time thereafter adopt all or any of the following course as he may deem best:

a) Seizes and utilizes the said materials or any part thereof in the completion of the said works on behalf of the Contractor in accordance with the provisions in that behalf contained in the said agreement defaulting that Contractor with the actual cost of effecting such completion and the amount due in respect of advance under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and the rates thereby provided if the balance is against the Contractor he is to pay same to the Employer on demand.

b) Remove and sell by public auction the seized material of any part thereof and out of the moneys arising from these sale retain all the sums aforesaid repayable or payable to the Employer under these presents and pay over the surplus (if any) to the Contractor.

c) Deduct all any part of the moneys owing out of the security deposit of any sums due to the Contractor under said.

The excess in the event of such default on the part of the Contractor as aforesaid interest on the said advance shall not be payable.

d) That in the event of any conflict between the provisions of the present and the said agreements the provisions of the presents shall prevail and in the event of any dispute or difference arising over the construction or effect of these presents the settlement of which has not been herein before expressly provided for the same shall be referred to the Engineer-In-Charge, New Delhi, whose decision shall be final and the provisions of the Indian Arbitration Act for the time being in force shall apply any such reference.

IN WITNESS whereof the ..... said and by ..... the order under the directions of the Employer have hereunto at their respective hands the day and year first above written.

Signed sealed and delivered by (the said Contractor)

In the presence of —

Signature

Witness Name

Address

Signed by

By the order and direction of Employer in the presence of.

Signature

Witness Name

Address

15. MODEL RULES FOR LABOUR WELFARE

(See Condition 22.0)

1.0 Definitions:

a) 'Workplace' means a place at which, on an average, twenty or more workers are employed.

b) 'Large Workplace' means at which on an average, 500 or more workers are employed.

2.0 First Aid : At every workplace there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work places, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplaces, where hospital facilities are not available within easy distance of the Works, First Aid Posts shall be established and be run by a trained compounder.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal or urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take injured person or persons suddenly taken seriously ill, to the nearest hospital.

At large workplaces there shall be provided and maintained an ambulance room of the prescribed sizes, containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose the relevant provisions of the Factory Rules of the State Government of the area where the work is carried on, may be taken as the prescribed standard.

3.0 Accommodation for labour : The Contractor shall during the progress of the works provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense and to standards and scales as approved by the Engineer-In-Charge.

4.0 Drinking water: In every workplace, there shall be provided and maintained at suitable places, easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage where drinking water shall be stored.

Every water supply storage be at a distance of not less than 15 meters from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other sources of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door which shall be dust and waterproof.

A reliable pump shall be fitted to each covered well, the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.

5.0 **Washing and Bathing places:** Adequate washing and bathing places shall be provided separately for man and women. Such places shall be kept in clean and drained condition.

6.0 **Scale of Accommodation in Latrines and Urinals:** There shall be provided within the precincts of every workplace latrines and urinals in an accessible place, and the accommodation, separately for each of these, shall not be less than at the following scales :

		No. of Seats
a)	Where number of persons does not exceed 50	2
b)	Where number of persons exceeds 50 but does not exceeds 100	3
c)	For additional persons	3 per 100 or part thereof

In particular cases, the Engineer-In-Charge shall have the power to increase the requirement where necessary.

7.0 **Latrines and Urinals:** All latrines shall be provided with water flushed latrines connected with a water-borne sewage system and should be kept in strictly sanitary condition.

If women are employed, separate latrine and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For Men Only" shall be provided on the scale laid down in rule-6. Those for women shall be similarly marked "For Women Only". A poster showing the figure of man and of a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water to latrines and urinals.

8.0 **Construction of Latrines:** Inside walls shall be constructed of masonry or other non-absorbent material and shall be cement-washed inside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrine shall have at least thatched roof.

9.0 The Contractor shall, at his own expense, carry out all instructions issued to him by the Engineer-In-Charge to effect proper disposal of soil and other conservancy work in

respect of Contractor's work-people or employees on the site. The Contractor shall be responsible for payment of any charges which may be levied by municipal or cantonment authority for execution of such work on his behalf.

10.0 **Provision of shelters during rest :** At every workplace there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women Labour. Height of each shelter shall not be less than 3 meters from floor-level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.

11.0 **Crèches:** At a place at which 20 or more women workers are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and wall with wooden planks spread over mud floor and covered with matting. Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two dais in attendance. Sanitary utensils shall be provided to the satisfaction of local medical health and municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one Dai to look after children of women workers.

Size of creche(s) shall vary according to the number of women workers employed. Creches shall be properly maintained and necessary equipment like toys etc. provided.

12.0 **Canteen:** A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.

13.0 Planning, setting and erection of the above mentioned structures shall be approved by the Engineer-in-Charge, and the whole of such temporary accommodation shall at all times during the progress of the works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer-in-Charge and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the Site.

On completion of the Works the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed of and the whole of site left clean and tidy to the entire satisfaction of the Engineer-In-Charge and at the Contractor's expenses.

14.0 **Anti-malarial Precautions:** The Contractor shall at his own expense conform to all anti-malarial instructions given to him by the Engineer-In-Charge including filling up any pits which may have been dug by him.

15.0 **Enforcement:** The Inspecting Officer mentioned in the Contractors Labour Regulations or any other officer nominated in his behalf by Engineer-In-Charge shall report to the Engineer-In-Charge all cases of failure on the part of the Contractor and or his Contractors to comply with the provisions of these Rules either wholly or in part and

the Engineer-In-Charge shall impose such fines and other penalties as are prescribed in the conditions.

16.0 **Interpretations etc. :** On any question as to the application, interpretation or effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

17.0 **Amendments:** Government may, from time to time, add to or amend these Rules and issue such directions as it may consider necessary for the proper implementation of these Rules or for the purpose of removing any difficulty which may arise in the administration thereof.

Form No. 16

REGISTER OF WORKMEN
(Regulation-7)

i) Name and address of the Contractor _____

Number and date of the Contract _____

ii) Name and address of the Department awarding the Contract _____

iii) Nature of the Contract and location of the work _____

iv) Duration of Contract _____

Sl. No.	Name & Sur-Name of Worker	Age & Sex	Father's/ Husband's Name	Nature of employ-ment Desig-nation	Permanent Home address of emp-loyee (village, dist. Thana)	Pre-sent add-ress	Date of com-men cem-ent of emplo-yment	Date of termina-tion of leaving of empl-oyment	Signature of thumb impression of the emp-ployee
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

Form No. 17

EMPLOYMENT CARD
(Regulation-8)

i) Name and sex of the worker _____

ii) Father's/Husband _____

iii) Address _____

iv) Age or Date of Birth _____

v) Identification marks _____

Particulars of next of kin (wife/husband and children, if any, or of dependent next of kin in case the worker has no wife/husband or child) :-

Name _____

Full Address of Dependents
(Specify Village, Distt. And State) _____

Sl. No.	Name & Address of Employer (specify whether a Contractor or a Sub-Contractor)	Particulars of work site and description of work done	Total period location of the worker is employed (from ..... to)	Actual number for which worked	Leave taken day should specified)	Nature of work of days the worker	Wage period (No. of	Wage rate done by particulars of unit in case of	Total wages with by worker during the period shown under col. 5
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

N.B. : For a worker employed at one time on piece work basis and at another on daily wages, relevant entries in respect of each type of employment should be made separately.

Form No. 18

RATE SLIP
(Regulation-9)

i) Name of the Contractor _____

ii) Place _____

_____

1. Name of the workers with father's/husband's name
2. Nature of Employment
3. Wage Period
4. Rate of Wages Payable
5. Total attendance/Unit of work done
6. Dates on which overtime worked
7. Overtime Wages
8. Gross Wages Payable
9. Total Deductions (indicating nature of deductions)
10. Net Wages Payable

Employees' Signature/
Thumb Impression

Contractor's Signature/
Thumb Impression

Form No. 19

REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE EMPLOYER BY THE NEGLECT OR DEFAULT OF THE EMPLOYED PERSONS
[Regulation No. 10(vii)]

Sl. No.	Name	Father's/ Husband's Name	Sex	Dept.	Damage or loss caused with date	Whether worked showed cause against deduction, if so, enter date	Date & amount of deduction imposed	Number of Installment, if any	Date on which amount realised	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

Form No. 20

SAFETY CODE
(See Condition 23.0)

1.0 Suitable scaffolds shall be provided for all work that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and hand-holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).

2.0 Scaffolding or staging more than 3.25 meters above the ground or floor, swing or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted braced and otherwise secured at least 1 meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffoldings or staging shall be so fastened as to prevent it from swaying from the building or structure.

3.0 Working platform, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if a height of a platform or gangway or stairway is more than 3.25 meters above ground level or floor level, it shall be closely boarded, have adequate width and be suitably fenced, as described in 2.0 above.

Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.

4.0 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 meters in length. Width between side rails in a rung ladder shall in no case be less than 30 cm for ladders upto and including 3 meters in length. For longer ladders this width shall be increased at least 6 mm for each additional 30 cm of length. Uniform step spacing shall not exceed 30 cm.

5.0 Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect public from accidents and shall be bound to bear expenses of defense of every suit, action or other proceedings at law that may be brought any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such Person.

6.0 Excavation and Trenching: All trenches, 1.5 meters or more in depth, shall at all times be supplied with at least one ladder for each 20 meters in length or fraction thereof. Ladder shall be extended from bottom of trench to at least 1 meter above surface of the

ground. Sides of a trench which is 1.5 meters or more in depth shall be stepped back to give suitable slope or securely held by timber bracing so as to avoid the danger of sides collapsing. Excavated material shall not be placed within 1.5 meters of edge of trench or half of depth of trench, whichever is more. Cutting shall be done from top to bottom. Under no circumstances shall undermining or undercutting be done.

7.0 Demolition : Before any demolition work is commenced and also during the process of the work :

a) All roads and open areas adjacent to the work Site shall either be closed or suitably protected.

b) Electric cable or apparatus which is liable to be a source of danger, or a cable or apparatus used by operator shall not remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed, from risk or fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

8.0 All necessary personal safety equipment as considered adequate by the Engineer-In-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on fixing asphaltic materials cement and lime mortars/concrete shall be provided with protective footwear and protective goggles.

b) Those engaged in handling any material which is injurious to eyes shall be provided with protective goggles.

c) Those engaged in welding works shall be provided with welder's protective eye-shields.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.

f) The Contractor shall not employ men below the age of 18 and women on the work of painting with products containing lead in any form. Whenever men above the age of 18 are employed on the work of lead painting the following precautions shall be taken :

i) No paint containing lead or lead products shall be used in the form of paste or ready made paint.

ii) Suitable face masks shall be supplied for use by worker when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

iii) Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable working painters to wash during and on cessation of work.

9.0 When work is done near any place where there is risk of drowning, all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision made for prompt first aid and treatment of all injuries likely to be sustained during the course of the work.

10.0 Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following :

a) These shall be of good mechanical construction, sound material and adequate strength and free from latent defects and shall be kept in good working order and properly maintained.

Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from latent defects.

b) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years shall be in charge of any hoisting machine including any scaffold or give signals to operator.

c) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine a variable safe working load, each safe working load and condition under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in the paragraph shall be loaded beyond safe working load except for the purpose of testing.

d) In case of a Employer's machine safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines the Contractor shall notify safe working load of each machine to Engineer-in-Charge whenever he brings it to site of work and get it verified by the Engineer-in-Charge.

11.0 Motor's gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce to the minimum risk of accidental descent of load. Adequate precautions shall be taken to reduce to the minimum risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats working apprel hand gloves, sleeves and boots, as may be necessary, shall be provided. Workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12.0 All scaffolds, ladders and the safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places or work.

13.0 These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work-spot. Persons responsible for ensuring compliance with the safety code shall be named therein by the contractor.

14.0 To ensure effective enforcement of the rules and regulation relating to safety precautions, arrangements by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Contractor's Labour Regulation.

15.0 Notwithstanding the above conditions 1 to 14, the Contractor is not exempted from the operation of any of the Act or Rule in force.

Form No. 21

PROFORMA FOR MATERIAL ACCOUNTING

Name of Material ..... Reconciliation on .....

1. Name of the Contractor :

2. Name of the Project :

3. Name of the Work :

4. Contract No. :

5. Location of the Contractor's Stock/Godowns

6. Total estimated requirement in the Contract

7. Value of the material Security (Bank Guarantee furnished)

8. Value of security towards other materials :

9. Value of security towards materials under this performance :

Note :

i) Fill separate proforma for

a) Cement

b) M.S. Reinforcement (Section-wise/Diameter-wise)

c) Tor-Steel Reinforcement (Section-wise / Diameter-wise)

d) Structural Steel (Section-wise) Rolled section & Plate section

ii) Same proforma to be used till it is filled by succeeding reconciliation. Fresh proforma for each reconciliation is prohibited.

Sl. No.	Date of Recon-ciliation	Cummu-lative qty. issued till last reconc-iliation	Cumula-tive qty. incorpo-rated in the works as certi-fied by	Qty. Retu-rned	Qty. Availa-ble in stock of Con-tractor	Unacc-ounted C- (D+E +F)	Whether recovery for unacc-ounted material (Col. G) effected if so recove-red & bill/ MB No.	Outst-anding recoveries (cummul-ative till date)	Remarks
A	B	C	D	E	F	G	H	I	J

Note :

(i) Reconciliation shall be done at minimum frequency of three (3) months.

(ii) Value of (E) at max. Penal rates (H) shall never exceed security available against material (at Sl. No. (i) above.

SIGNATURE OF ENGINEER-IN-CHARGE

(SIGNATURE OF THE CONTRACTOR)
AUTHORISED SITE REPRESENATIVE

Form No. 24: Format of 'Authorization certificate issued by Domestic Manufacturer for selling Domestically Manufactured Iron & Steel Products'
(On Domestic Manufacturer's Letterhead, see GCC Clause 41)

To: [Insert: name of Employer]

Dear Ladies and/or Gentlemen,

WE ……*[insert: name of Domestic Manufacturer]* [hereinafter, " Domestic Manufacturer"] who are established and reputable manufacturers of …….. *[insert: name and/or description of the Iron/Steel Product being supplied by the Domestic Manufacturer]* [hereinafter, "Iron & Steel Products"] having production facilities at ……*[insert: address of factory]* do hereby authorize ……*[insert: name & address of Contractor]* (hereinafter, the "Contractor") who has signed the Contract with you against '……*[insert: name of package alongwith Specification Number]* ……' for supply of Goods manufactured using the Iron & Steel Product produced by us.

We hereby undertake that we shall supply the Iron & Steel Products to the Contractor, adhering to minimum Domestic Value Addition prescribed for the Iron & Steel Products in line with the "Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by the Ministry of Steel Government of India Vide Notification dated 8th May 2017 and its revision dated 29th May 2019 including subsequent amendments/ modifications, if any.

For and on behalf of the Domestic Manufacturer

Signed: _____
Date: _____

In the capacity of ……..*[insert: title of position or other appropriate designation]* and this should be signed by a person having the power of attorney to legal bind the Domestic manufacturer.

Date:.....

Place:..... (Signature).....….....…….
(Printed Name).....…….
(Designation).....…….....
(Common Seal)…….....….…....

Note 1. The Authorization certificate should be on the letterhead of the Domestic Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Domestic Manufacturer.

Form No. 25: Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products 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 policy of Government of India issued vide Notification No: _____*dated 8th May 2017 and its revision dated 29th May 2019* including subsequent amendments/ modifications, 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 agency (ies)/POWERGRID for the purpose of assessing the domestic value addition of Iron & Steel Products supplied by us*/supplied by us to ……..(*Name of the contractor*)……* for manufacturing/supply of Goods for ''……*[insert: name of package alongwith Specification Number]* ……'.

* *Please delete whichever is not applicable*

That the domestic value addition for all inputs which constitute the said Iron & Steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies)/POWERGRID for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No._____ *dated 8th May 2017 and its revision dated 29th May 2019* wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies)/POWERGRID is hereby authorized to take action in line with the provisions of the Integrity pact/ Bidding Documents. I also undertake to pay the assessment cost and pay all penalties as specified in the Bidding Document.

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 Manufacturer
(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate is issued

iii. Iron & Steel Products for which the certificate is produced

iv. Procuring agency to whom the certificate is furnished

v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed

vi. Name and contact details of the unit of the manufacturer (s)

vii. Net Selling Price of the Iron & Steel products

viii. Freight, insurance and handling till plant

ix. List and total cost value of input steel (imported) used to manufacture the Iron & Steel products

x. List and total cost of input steel which are domestically sourced.

xi. Please attach value addition certificates from suppliers, if the input is not in-house.

xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

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.>

22. FORM FOR INFORMATION TO BE FURNISHED BY THE CONTRACTOR IN RESPECT OF THE PROCUREMENT MADE FROM MSE VENDORS

Pursuant to GCC Clause No. 15.4 , We hereby furnish the following information regarding the procurement made by us form Micro and Small Enterprises (MSEs) directly or through our sub-suppliers/sub-vendors as per the details given herein below:

Sl. No.	Contract Agreement No.	Name of Contractor/Supplier*	Item Description as per contract Agreement	Qty	Total Value (In Rs.)	Executing Region	Items/ components/raw materials sourced from MSE vendor for production of item at column 4	Total Value of the items/components/raw materials used for item at column 4 (In Rs.)	Name of MSE Vendor	Category (only Micro or Small)	Whether MSE owned by persons belonging to SC/ST category
1	2	3	4	5	6	7	8	9	10	11	12

Further, we hereby declare and confirm that the information mentioned above is correct and complete to best of our knowledge and the category of MSE vendors, as mentioned in the table above, has been ascertained at our end.

Note:

1. The Contractor shall be required to furnish the aforesaid information (contract-wise) on semi-annual basis i.e for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.
2. Submission of aforesaid information for the preceding 6 months, in respect of all the contracts in the respective executing Region of POWERGRID, shall be a condition for processing of bills by POWERGRID for payment after 30th September /31st March, as the case may be.
3. Only those items of Contract Agreement may be included which involve sourcing of items/components/raw materials/ services from MSEs.

Name of Contractor ----------

Name of Authorised Person ----------

Designation ----------

Signature ----------

23. **FORMAT OF VALUE- ADDITION CERTIFICATE ON HALF-YEARLY BASIS (SEP 30 AND MAR 31), DULY CERTIFIED BY THE STATUTORY AUDITORS OF THE DOMESTIC MANUFACTURER**

Dear Sir,

We have read and understood the provisions of "Policy for providing preference to Domestically Manufactured Iron & Steel Products in Government Procurement" [hereinafter, "Policy"] issued by the Ministry of Steel Government of India Vide Notification dated 8th May 2017 **and its revision dated 29th May 2019** including subsequent amendments/ modifications, if any.

In line with the provisions of the Policy, M/s. ……*(Name of the Domestic Manufacturer) [*hereinafter, "Domestic Manufacturer"*]* have submitted an Affidavit of self-certification to M/s. Power Grid Corporation of India Limited [hereinafter, POWERGRID] regarding Domestic Value Addition in Iron & Steel Products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for …… *[Enter the name of the Contract*] awarded to ……[*Enter the name of the Contractor*] by POWERGRID, wherein they have agreed to abide by the terms and conditions of the Policy.

Further, in line with the Policy, the Statutory Auditor(s) of the Domestic Manufacturer have to issue a certificate on half-yearly basis (Sept 30 and March 31) duly certifying that the Domestic Value Addition made for Iron & Steel products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for …… [*Enter the name of the Contract*] during the preceding 6 months, are in accordance with the Policy.

Accordingly, we, the Statutory Auditor(s) of the Domestic Manufacturer, certify that the Domestic Value addition, calculated as per the provisions of the Policy, for Iron & Steel products sourced from the Domestic Manufacturer for manufacturing/supply of Goods for …… [*Enter the name of the Contract*] during the preceding 6 months are as follows:

Name of the Product	Domestic Value addition for the preceding 6 months (i.e half year ending Sept 30/March 31 , 20….) in percentage

For and on behalf of, Date:

<<Statutory Auditor's attestation>>
Firm Reg No. Membership No.

Note:

1. *The Contractor shall be required to furnish the aforesaid certificate from their the Statutory auditors of the Domestic Manufacturer on semi-annual basis i.e for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.*

2. *Submission of aforesaid certificate for the preceding 6 months shall be a condition for processing of bills by POWERGRID for payment after 30th September /31st March, as the case may be.*