

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, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated from Issuing Branch and also of the (Corporate Office, Zonal Office etc.) in the covering letter of the Bank forwarding the Bank Guarantee)

Bank Guarantee No.:

Date:

To:

POWER GRID CORPORATION OF INDIA LIMITED,
CF-17, ACTION AREA-1C, NEW TOWN,
RAJARHAT, KOLKATA-700156
TEL NO. 033-23242847, Email :er2cnm@powergrid.co.in

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 **Painting of External Wall of Valve Hall /Service Building at ± 800 KV HVDC Converter Station, Alipurduar under Specification no. ER2/NT/S-MISC/DOM/E00/24/08912/I-4522/RFX 5002003652 dtd 04.07.2024** (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 **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 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 BankGuarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

" This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded"

Unquote

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 Volume-III
& Technical Data Sheets
(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:

Sl. No.	Price Component	Amount
1.	Total Price for supply of services	
Total Contract Price		

The above contract price is exclusive of Goods and Services Tax but inclusive of all other taxes and duties which may be applicable locally or between contractor and sub-vendor/ sub-contractor. It is inclusive of all duties, levies, cess, contractor's liability and insurance. It is also inclusive of any Input Tax Credit, if any.

- 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

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:

Sl. No.	Price Component	Amount
1.	Total Price for supply of services	
Total for Contract Price		

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

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 Price Component for Installation (including Civil Works)

- A. ~~Initial Advance (Optional ^): [NOT APPLICABLE] An advance of 10% (ten) of the Contract price shall be paid as an interest bearing initial advance on submission of (a) detailed invoice, (b) on mobilization with all associated working gangs, tool & tackles etc., as mentioned in at Clause 2.3, Section-I of Technical Specification, Vol. II, (c) Advance 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}] in line with GCC Clause 8.2 and (d) Performance Securities in line with GCC Clause 8.3, provided further that the Invoice for advance payment along with all supporting documents is submitted by the Contractor to the Employer within 3 months from the date of Notification of Award. In case the Contractor does not submit the requisite documents including applicable Bank Guarantee(s)/ Security(ies) within the aforesaid period, the advance shall not be payable.~~
~~The Supplier shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Purchaser, as prescribed under the GST Law.~~

~~This advance shall be adjusted progressively from running bills in proportion to amount of work done.~~

~~Note: ^: This payment is an optional payment. The Contractor has the option of taking the interest bearing advance or otherwise.~~

~~Further, the Contractor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from Employer. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, Region, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.~~

~~Interest rate applicable on advance payment to the Contractor shall be 200 Basis Points(BPS) above the MCLR[One year Tenor rate p.a.] published by State Bank of India prevailing as on the date of drawl of advance. The said interest rate shall remain fixed and shall be applicable till the advance amount is fully repaid. The interest will be charged considering proportionate adjustment of advance against progressive payment as per 1.1(C) below. The interest shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment. It is the Employer's understanding that as per extant provisions, GST is not payable on interest paid on the amount of Advance. The Contractor is, however, advised to check the position from their own sources. If payable, the same shall be to the Contractor's account and Employer shall not reimburse any GST on this account.~~

~~Further, the Contractor shall submit the certificate of Tax Deduction at Source (TDS) on interest within 3 months from the end of the quarter in which adjustment of advance has been made for claiming refund from Employer. No claim for refund will be entertained after end of the aforesaid period of 3 months. Further, while submitting the TDS Certificate the details of Contract No, Project, Region, Quarter etc to which the TDS certificate pertains, shall also be submitted tallying the amount with the TDS Certificate.~~

~~In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the documents listed at Sl. No. (c), and (d) above within twenty eight (28) days of issuance of NOA.~~

~~(The above is to be incorporated in case the Contractor has opted for the interest bearing initial advance, as declared by it in its bid in the relevant Attachment to Bid Form).~~

1.2 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 deductible or recoverable in items of the Contract.

Further, one of the conditions for release of first progressive payment / subsequent payment shall be submission of 'Safety Plan' along with 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.

NOTE: 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.

1.3 Advances : **Not Applicable**

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~~

~~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. Balance 25% with the subsequent months payment.~~

~~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.~~

1.4 TIME LIMIT FOR PAYMENT OF FINAL BILL

Section – VI: Samples Forms and Procedures

- 1.4.1 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
- 1.4.2 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.
- 1.5 Payment towards Price adjustment : **Not Applicable**
- 1.6 Payment towards Taxes and Duties

Taxes and duties applicable as per Indian Tax laws, concerning Supply of Goods and Services in respect of transaction between the Employer and the Contractor, shall be reimbursed by the Employer as follows:

- (a) GST on Advance payment shall be reimbursed along with the Advance payment.
- (b) In case of Ex-works supply of goods, remaining GST (GST charged on invoice less GST on advance) shall be reimbursed along with progressive payment on dispatch.
- (c) 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.
- (d) 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 except GST applicable on Advance 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. Reimbursement of GST payment against Advance payment shall be against proforma invoice(s). 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. Payment towards taxes & duties shall be released by the Employer directly to the Contractor.

2. PAYMENT PROCEDURES

2.1 Method of Payment

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 through 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.

2.2 Payment Tracking

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

- a) Once registered, the Supplier can log-in to POWERGRID's Vendor Bill Tracking System with Vendor Log-In ID and Password.
- b) Bill entry is to be done by the Supplier on POWERGRID's ERP Portal prior to submission of bill. An automated e-mail with unique reference number will be sent to the Supplier, which needs to be printed and attached on top of the corresponding physical bill to be submitted by the Supplier to POWERGRID.
- c) On receipt of physical bill, concerned POWERGRID's official shall online acknowledge the receipt of bill. This action will trigger an automated mail to the Supplier intimating that the physical copy of the bill has been received and is under verification / processing.
- d) The day the payment is made, a mail stating the "Bill number, net payment amount and details of the bank from where the payment has been made" will be sent to the Supplier.

PRICE ADJUSTMENT

The Contract price shall remain **FIRM** and **FIXED** and shall not be subject to Price adjustment for the entire duration of the Contract.

X



Signed by: ARSHIA SHARMA

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 minimize 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 authorized 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 occurred 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 minimize 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 utilized 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 favor 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 --

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:	
Painting of External Wall of Valve Hall /Service Building at \pm 800 KV HVDC Converter Station, Alipurduar (Spcn No: ER2/NT/S-MISC/DOM/E00/24/08912/I-4522/RFX 5002003652 dtd 04.07.2024)	12 (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 like Mobilization & Approach making, Piling, Testing, Pile Cap & Tie-beam, Stub Fixing etc. 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.

LIST OF APPROVED SUBCONTRACTORS
(Not Applicable)

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.

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-----

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.

X



Signed by: ARSHIA SHARMA

GUARANTEES, LIQUIDATED DAMAGES FOR NON - PERFORMANCE

Not Applicable

X



Signed by: ARSHIA SHARMA

6. PERFORMANCE SECURITY FORM

(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 from Issuing Branch and also of the (Corporate Office, Zonal Office etc.) in the covering letter of the Bank forwarding the Bank Guarantee)

Bank Guarantee No.

Date.....

Contract No.....

.....[Name of Contract].....

To: [Name and address of the Purchaser]

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 Supplier), having its Principal place of business at(Address of Supplier) and Registered Office at(Registered address of Supplier) ("the Supplier") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project).....

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 you up to i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., up to 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 your duly authorized officer declaring the Supplier 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 Supplier to dispute or question such demand.

X



Signed by: ARSHIA SHARMA

Our liability under this Letter of Guarantee shall be to pay to you 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 Goods 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 you 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 you and the Supplier, 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.
4. 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 BankGuarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

“ This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded”

Unquote

7. BANK GUARANTEE FORM FOR ADVANCE PAYMENT **Not Applicable**

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 Advance Payment in the 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

Section – VI: Samples Forms and Procedures

Page 35

X



Signed by: ARSHIA SHARMA

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."

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 along with 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.

X



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 Pile Foundation Package 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 Pile Foundation Package 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

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

Signature

(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.-2
For and on behalf of
M/s.....

Name

(Signature of the authorized
representative)

Section – VI: Samples Forms and Procedures

Page 45

X



Signed by: ARSHIA SHARMA

Designation

Signature

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	Utilization 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

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. datedand 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 be imposed 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 For transmission line project upto 100km. Further, an additional Safety Officer shall be deployed for every additional 100km or part thereof. In addition one Safety Supervisor will be deployed for every 25km of line or part thereof and one Safety Steward shall be deployed with each gang / activity of the line construction works.

THAT, for all Supply-cum-installation contracts other than transmission line project, the Contractor shall deploy one full time officer exclusively as Safety Officer per contract. In addition 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 submits 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 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

Section – VI: Samples Forms and Procedures

Page 58

X



Signed by: ARSHIA SHARMA

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:	Quantities to be specified	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<ol style="list-style-type: none"> 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. 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. 		

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<p>IS : 1179 / IS : 2553</p> <p>11. Reflective Jackets to identify the workers IS 1509</p> <p>12. Safety nets to <u>protect the man and material during fall from height</u> IS 11057</p> <p>13. Induction safety helmets to warn the worker from induction /charged area and to protect from head injury.</p> <p>14. Line tester IS 50191,61230,61219</p> <p>15. Soulder pad to protect the soulder injury</p> <p>16. Horizontal life line to protect the worker from fall from height ISO 1140</p> <p>17. Binocular to check the workers working at heights.Other PPEs, if any, as per requirement etc.</p> <p>The typical list of PPEs per transmission line gang is enclosed herewith.</p>		
5.	<p>Annexure - 4 (SP)</p> <p>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</p>	Yes/No	
6.	<p>Annexure - 5A (SP)</p> <p>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</p>	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
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	
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	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	training programs.		
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	
(v)	Public Insurance Liabilities Act 1991 and Rules.	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<div></div> <div>[Name of Documentary evidence in support of compliance]</div>		
(vi)	Indian Explosive Act 1948 and Rules. <div></div> <div>[Name of Documentary evidence in support of compliance]</div>	Yes/No	
(vii)	Indian Petroleum Act 1934 and Rules. <div></div> <div>[Name of Documentary evidence in support of compliance]</div>	Yes/No	
(viii)	License under the contract Labour (Regulation & Abolition) Act 1970 and Rules. <div></div> <div>[Name of Documentary evidence in support of compliance]</div>	Yes/No	
(ix)	Indian Electricity Rule and amendments if any, from time to time. <div></div> <div>[Name of Documentary evidence in support of compliance]</div>	Yes/No	
(x)	The Environment (Protection) Act 1986 and Rules. <div></div> <div>[Name of Documentary evidence in support of compliance]</div>	Yes/No	
(xi)	Child Labour (Prohibition & Regulation) Act	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	1986. _____ [Name of Documentary evidence in support of compliance]		
(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.	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	_____ [Name of Documentary evidence in support of insurance taken]		
(ii)	Public Insurance Liabilities Act 1991 _____ [Name of Documentary evidence in support of insurance taken]	Yes/No	
(iii)	Any Other Insurance Policies _____ [Name of Documentary evidence in support of insurance taken]	Yes/No	

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	No	15

		with EN-361 standards		
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 sales 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 employment Designation	Perman-ent Home address of employee (village, dist. Thana)	Pre-sent address	Date of com-men-cement of employment	Date of termina-tion of leaving of employment	Signature of thumb impression of the employee
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 location of work site and description of work done	Total period for which the worker is employed (from to)	Actual number of days worked	Leave taken (No. of day should specified)	Nature of work done by the worker	Wage period	Wage rate with particulars of unit in case of	Total wages earned 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 NEGLIGENCE 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 apparel 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 Reconciliation	Cumulative qty. issued till last reconciliation	Cumulative qty. incorporated in the works as certified by	Qty. Returned	Qty. Available in stock of Contractor	Unaccounted C- (D+E +F)	Whether recovery for unaccounted material (Col. G) effected if so recovered & bill/ MB No.	Outstanding recoveries (cumulative 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 REPRESENTATIVE

X



Signed by: ARSHIA SHARMA