

# CONTRACT AGREEMENT

BETWEEN

POWER GRID CORPORATION OF INDIA  
LIMITED, NAGPUR

AND

M/S R.L. Padmawar, Chandrapur

FOR

'AMC for AMP Maintenance, day to day Works, Any  
Emergencies etc. of different Station Equipments  
of 400KV SS & HVDC Station, ,Bhadrawati.'

CONTRACT AGREEMENT No. WR-I/JKM/1632A:2019/AMC for  
AMP/2019/BLOA-108/PO-5200032923, dt.10.01.2020

#### Contents.

1. Contract Agreement and the Appendices thereto.
2. Brief Letter of Award Ref. No. WR-1/C&M/JKM/1632A:2019/AMC for  
AMP/2019/BLOA-108/1148      दिनांक: 04.10.2019

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M/S R.L. PADMAWAR  
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Attached to and forming part of Agreement No. WR-I/JKM/1632A:2019/AMC for AMP/2019/BLOA-108/PO-5200032923, dt. 10.01.2020 vide between M/S R.L. Padmawar, 17, "Awadhoot", Opp. Young Restaurant, Puglia Nagar, Civil Lines, Nagpur Road, Chandrapur-442401, Maharashtra and Power Grid Corporation of India Limited for the "AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati".

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M/S.R.L.PADMAWAR  
17, "AWADHOOT", OPP. YOUNG  
RESTAURANT, CIVIL LINES,  
CHANDRAPUR 442401 (M.S.)



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**CONTRACT AGREEMENT BETWEEN  
POWER GRID CORPORATION OF INDIA LIMITED, NAGPUR**

**AND**

**M/s R.L. Padmawar, Chandrapur**

**THIS CONTRACT AGREEMENT No. WR-I/JKM/1632A:2019/AMC for  
AMP/2019/BLOA-108/PO-5200032923, dt. 10.01.2020 (also referred to as 'the  
Contract') is made on the 10th Day of January , 2020.**

**BETWEEN**

(1) M/s Power Grid Corporation of India Limited, a company incorporated under the laws of Companies Act 1956 and having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 and its Corporate Office at 'Saudamini' Plot No.-2, Sector-29, Gurgaon (Haryana)-122001 and Western Regional Headquarter at Sampriti Nagar, Nari Ring Road, Uppalwadi, Nagpur-440 026 (hereinafter called "the Employer" and also referred to as "POWERGRID")

and

(2) M/s R.L. Padmawar and having its Principal place of business at 17, "Awadhoot", Opp. Young Restaurant, Puglia Nagar, Civil Lines, Nagpur Road, Chandrapur- 442401, Maharashtra hereinafter called "the Contractor" and also referred to as "M/s R.L. Padmawar"

WHEREAS the Employer desires to engage the Contractor for the 'AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati' as detailed in the Contract Document, and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.



*Pubes*  
POWER GRID CORPORATION OF INDIA LIMITED  
NAGPUR  
CHANDRAPUR

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NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 1.0 (c))

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:

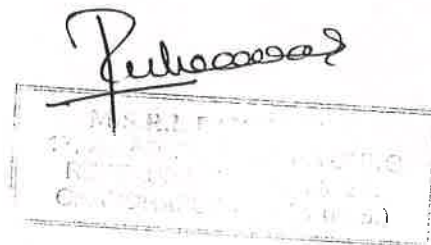
1. This Contract Agreement and the Appendices thereto.
2. Brief Letter of Award Ref. No. "WR-1/C&M/JKM/1632A:2019/AMC for AMP/2019/BLOA-108/1148 दिनांक : 04.10.2019".
3. "Bidding Documents" comprising of the following:

- |     |   |                   |
|-----|---|-------------------|
| 1.  | Conditions of Contract:                           | <b>Volume-I</b>   |
| 1.1 | Invitation for Bids (IFB)                         | Section-I         |
| 1.2 | Instructions to Bidders (ITB)                     | Section-II        |
| 1.3 | G.C.C.  | Section-III       |
| 1.4 | Special Conditions of Contract (SCC)              | Section-IV        |
| 1.5 | Sample Forms and Procedures (FP)                  | Section-V         |
| 2.  | Scope of Work                                     | <b>Volume-II</b>  |
| 3.  | Bid Form, Price Schedules & Technical Data Sheets | <b>Volume-III</b> |

1.2 Order of Precedence (Reference GCC Clause 14.2)

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

- a) Notification of Award/ Letter of Award/Contract Agreement
- b) Description in the Bill of Quantities.
- c) Scope of Work
- d) Special Conditions
- e) General Conditions of Contract





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

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

1.3 Definitions (Reference GCC Clause 1.0)

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 5.0)

a) 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 **25,37,849.00 (Rupees Twenty five lakh Thirty seven Thousand Eight Hundred forty nine Only) (excluding GST).**

The break-up of the Contract price is as under:

Sl. No.	Description	Total Price (INR)
1	AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati	
A	TOTAL AMOUNT FOR DEPLOYMENT OF MANPOWER FOR 24 MONTHS	25,01,849.00
B	Consumable Items for Two Years excluding GST	NIL
C	Cost of Uniform (For 24 Months) incl. GST	36,000.00
	GRAND TOTAL (excluding GST on deployment of manpower cost and Cost of Consumable Item & incl. GST on Cost of Uniform)	25,37,849.00

The detailed break-up of Contract Price is given in the relevant Appendices hereto.



*[Signature]*  
 M. R. BHADRAWATI  
 MANAGER, PROJECTS & OPERATIONS  
 WESTERN REGIONAL CIVIL LINES,  
 CHANDRAPUR 442401 (M.S.)

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2.2 Terms of Payment (Reference SCC Clause 15.0)

The terms and procedures of payment according to which the Purchaser will reimburse the Supplier are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining the Delivery Schedule

3.1 Contract Duration (Reference SCC Clause 9.0)

The Contract Period shall be **24 (Twenty Four)** months and shall be w.e.f. **01.11.2019**.

Thereafter POWERGRID reserves the right to extend the contract for further period of One Year or part thereof as per same terms and conditions

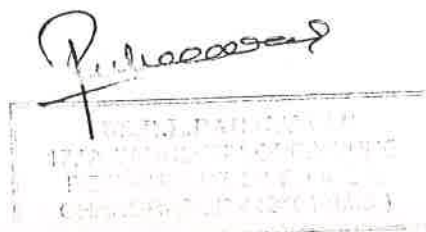
Article 4. Appendices

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 Appendix attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices



- |            |  |
|------------|--|
| Appendix 1 | Terms and Procedures of Payment          |
| Appendix 2 | Insurance Requirements                   |
| Appendix 3 | Delivery Schedule and Liquidated Damages |
| Appendix 4 | Contract Co-ordination Procedure         |
| Appendix 5 | Detailed Price Break-up of Ex-Work Price |







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.

<p>Signed by for and on behalf of the Employer</p> <p>Signature <i>(J.K. Minz)</i> (J.K. Minz) CM (C&amp;M)</p> <p>Title </p> <p>in the presence of <i>(Res. Yadav)</i> RES. YADAV CM, C&amp;M, NGP.</p>	<p>Signed by for and on behalf of the Contractor</p> <p>Signature <i>(Vijay Ingle)</i></p> <p>Title </p> <p>in the presence of <i>(Vijay Ingle)</i> (Vijay Ingle)</p>
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**TERMS OF PAYMENT**

- A) Payments shall be released by **POWERGRID, F&A Dept.,Nagpur**
- B) The earnest money submitted by the contractor along with the bid shall be converted to Initial Security Deposit. Thereafter, balance amount towards the Security Deposit of five percent (5%) of the Contract Price of Manpower Deployment and material cost part shall be deducted from the monthly bills at the end of each month. This deduction shall be continued till the total amount towards Security Deposit reaches Five percent (5%) of the Contract Price of Manpower Deployment and material cost.
- C) **Cost of Deployment of Manpower (Part-I):**  
100% Payment against Deployment of Manpower shall be released on monthly basis at the end of each month, subject to submission of following documents along with Monthly bill:

List of personnel deployed for POWERGRID work (To be submitted with each Bill)

Proof of EPF monthly deposit with regional Provident Fund Commissioner, in the standard format as stipulated under the relevant act along with copies of challans vide which PF contribution is deposited. (To be submitted with each Bill)

ESI for working personnel or Equal Medclaim Policy

GSTIN registration no. and PAN No.

Bank details for ECS payment.

The wages shall however be revised on the Govt notification from time to time. Same shall be reimbursed by POWERGRID on production of documentary evidence upon submission of bills and certification by the Officer-in-charge.

**D) Cost of Consumable Items:**

100% Payment on pro rata basis against monthly consumption of consumable items shall be made within 15 days on submission of the bills and certification by the Engineer-in-charge.

*Perleca*  
17/07/2020  
(POWERGRID, F&A Dept., Nagpur)





**B) Reimbursement of shoes, Uniform & Winter Liveries for Staff (Part-III):**

100% Payment on pro rata basis against Reimbursement of shoes, Uniform & Winter Liveries etc. for Staff shall be made within 15 days after disbursing the same to the eligible staff and on submission of the bills and certification by the Officer-in-charge.

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

The contractor shall submit its GST Identification No. (GSTIN) along with the first invoice for payment.

Attendance cum wage/payment register is required to be authenticated by the contractor and to be verified by Engineer-in-charge or his authorized representative before releasing the payment to the contractor.

*Subscribed*  
S. P. PADNAYAK  
APPROVING OFFICER  
WEST BENGAL CIVIL LINES  
CALCUTTA 442401 (M.S.)



### CONTRACTOR'S LIABILITY AND INSURANCE

- 1.1 Workmen compensation Insurance policy shall be taken by the contractor in the joint name with POWERGRID as principal employer and shall be project/ site specific. The cost to be incurred on workmen compensation insurance shall be considered to be included in the bid price (overhead charges/service charges quoted by the bidder).
- 21.2 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law against perils and the responsibility to maintain adequate insurance coverage all times during the period of contract shall be of the Contractor alone. The Contractor's failure in this regard shall not relieve him of his contractual responsibilities and obligations.
- 21.3 Insurance such as third party liability, or any other insurance required shall be arranged by the Contractor at his cost and expense.
- 21.4 In absence of valid Workmen Compensation Insurance policy, compensation as decided by the labour commissioner/authority shall be payable by the contractor in case of any accidental death/ injury. POWERGRID shall not be liable for any such payments.
- 21.5 In the event of failure on the part of the Contractor to deposit compensation with the concerned labour authorities, within the stipulated period of one month from the date of accident (if any), POWERGRID shall take necessary action to deposit the same with the concerned authorities and shall recover/ adjust the amount deposited from the bills submitted by the contractor anywhere in POWERGRID.



POWER GRID CORPORATION OF INDIA LIMITED

AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati

CA Ref. No. : . WR-I/JKM/1632A/2019/AMC for AMP/2019/BLOA-108/PO-5200032027  
dt.10.01.2020



Appendix 3

### TIME SCHEDULE / LIQUIDATED DAMAGES

1. The Completion Schedule shall be as follows:

Sl. No	Activities	Duration in months w.e.f. 01.11.2019
1.	AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati	24 (Twenty Four) months

2. Thereafter POWERGRID reserves the right to extend the contract for a further period of One Year or part thereof as per same terms and conditions.

For the extended period, profit quoted for the contract shall be FIRM



*Pulh...*  
17, ANAND BHAI WADKAR MARG  
CHANDRAPUR (M.S.)

POWER GRID CORPORATION OF INDIA LIMITED

AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different stations.  
Equipments of 400KV SS & HVDC Station, Bhadrawati

CA Ref. No. : . WR-1/KM/1632A:2019/AMC for AMP/2019/BLOA-10S/PO-5200032923, dt.  
10.01.2020

Appendix

## CONTRACT CO-ORDINATION PROCEDURE

### 1.0 CORRESPONDENCE

- 1.1 All correspondence on technical matters shall be addressed to Engineer-in-Charge.
- 1.2 All correspondence on post award Commercial/Contractual/Financial and other matter shall be addressed to Engineer-in-charge with a copy to CM (C&M), POWERGRID, Nagpur.
- 1.3 All correspondence on site matters shall be addressed to concerned consignee/ Engineer-in-charge with a copy to Sr. DGM, Bhadrawati.

### 2.0 ENGINEER-IN-CHARGE / CONSIGNEE:

- 2.1 Sr.DGM, Bhadrawati will be the Engineer-in-charge for the subject package. The address of the Engineer-in-charge is as detailed below:

Sr. DGM, Bhadrawati,  
2 x 500 MW HVDC Back to Back Station  
& 400 KV AC Station, Village: Sumthana,  
Tahsil: Bhadrawati, Dist.  
Chandrapur-442902, (Maharashtra)  
Sh. R.K. Das, Ph: 9422086362

Engineer-in-charge(s) may authorise any of his officers as his representative for the execution of the subject work.

*Pach...*

MAHARASHTRA  
GOVERNMENT  
CHANDRAPUR  
(M.S.)





BOQ for AMC for AMP Maintenance, day to day works, Any Emergencies etc. of different Station Equipments in HVDC Section, Chandrapur

**PART-I: Deployment of Manpower**

**Bidder's Name and Address**  
 Name : Contract & Material  
 Address : Power Grid Corporation of India Ltd.,  
 Western Region - I Headquarters  
 Sampatti Nagar, Nari Ring Road  
 PO: Uppalwadi, Nagpur (MS) -440026

All values are in Indian Rupees.

S.N.	Item Description	Unit	Qty.	Basic Pay (Rs)	VDA (Rs)	Total Amount (Rs)	ESI @4.75% (Rs)	EPF @12% of Basic Pay + VDA (Rs)	EDLI @0.5% + Admn Charges @0.5% of Basic Pay +	Bonus= 8.33% of wages or Rs. 7000 which is higher	Leave Salary @ 8.33% of Salary of Basic + DA (Rs.)	Total for One Person (Rs)	Total (Rs.)
A	Deployment of Suitable manpower as per scope of Work of Contract												
1.0	Deployment of 06 Nos. Un-Skilled Labour per day for 26 days in a month	Mandays	6	468.53	0.00	468.53	22.26	56.22	4.69	39.03	39.03	629.75	3,778.51
	<b>Total (A) per day</b>												3,778.51
C	<b>Total for One (01) month( D)</b>												98,241.18
D	<b>Total for 24 months ( D)</b>												2,357,788.39
	<b>Profit of the Contractor for 24 months in %</b>												6.11%
E	<b>Profit of the Contractor for 24 months in Rs.</b>												144,000
	<b>Total Amount for 24 month including Profit</b>												2,501,819.26
	<b>Total Amount for 24 months exclusive of GST</b>												2,501,819.26



M/S.R.L.PADMA SHAR  
 17, AWADHOOT TOWER, CHANDRAPUR  
 RESTAURANT, CIVIL LINES,  
 CHANDRAPUR 440001 (M.S.)

**BOQ for AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati**

**PART-III: Cost of Uniform (NOT APPLICABLE)**

**To:**  
 Contract & Material  
 Power Grid Corporation of India Ltd.,  
 Western Region -I Headquarters  
 Sampreeti Nagar, Nari Ring Road  
 PO: Uppalwadi, Nagpur (MS) -440026

**Bidder's Name and Address**

**Name :**  
**Address :**

All values are in Indian Rupees.

Sl.No.	Item Description	Unit	Qty.	Rate (Rs)	Amount (Rs)
1	2	3	4	5	6 = 4 x 5
1	Uniform expenses@Rs3000 per person per year i.e. (Two pair paint & shirt each, one pair shoes, Winter uniform/Rain-coat)	Nos.	16	3,000	36,000
<b>Total Amount (Rs) for Two year (For the Uniform to be provided to the deployed personnel)</b>					<b>36,000.00</b>

**Note:** Sample of above Liveries should be get approved from Officer-in-charge. Above rate is inclusive of GST and all other applicable taxes.

**Date :** 00-Jan-00  
**Place :**

**Printed Name :**  
**Designation :**



*Reliance*  
 M/S. R. P. RADHAKRISHNAN  
 12/AWARHOOT, CHANDRAPUR  
 CHANDRAPUR (MS-431003)



Specification No.: WR-I/C & M/2019/1KM/2019/1532A/ Rfx

15/05/2019

BOQ for AMC for AMP Maintenance, day to day Works,  
Any Emergencies etc. of different Station Equipments of  
400KV SS & HVDC Station, Bhadrawati

Grand Summary (ABSTRACT)

Name :

Address :

Sl. No.	Description	M/s R L Padmawar
1	PART-I -AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati	
A	TOTAL AMOUNT FOR DEPLOYEMENT OF MANPOWER FOR 24 MONTHS	2,357,788
B	PROFIT OF THE CONTRACTOR FOR 24 MONTHS	144,061
	TOTAL OF PART-I (A + B)	2,501,849
2	PART-II : COST OF CONSUMABLE ITEM (Not Applicable)	
3	PART-III : COST OF UNIFORM	36,000.00
4	GRAND TOTAL [Part I+ PART II + PART-III] Excluding GST	2,537,849

*Padmawar*

M/S.R.L.PADMAWAR  
17, "AWADHIOOT", OPP. YOUNG  
RI CHAMPANT, CIVIL LINES,  
CHANDRAPUR 442401 (M.S.)



संज्ञांक WR-I/C&M/JKM/1632A:2019/AMC for AMP/2019/BLOA-108/1143

दिनांक 04/10/2019

प्रति,

M/s R.L. Padmawar,  
17, "Awadhoot", Opp. Young  
Restaurant, Puglia Nagar, Civil Lines,  
Nagpur Road, Chandrapur- 442401,  
Maharashtra, Mob No.:-  
9422153800/9422139251/7030766863  
Contact nos: 080-28360348

**विषय : संक्षिप्त संविदा पत्र / Brief Letter of Award for "AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati."**

महोदय / Dear Sir,

1.0 यह निम्नलिखित के संदर्भानुसार है :

This has reference to following:

1.1 विषयांकित कार्य के लिए निविदा सूचना क्रमांक WR-I/C&M/2019/JKM/2018:I-1632A/ Rfx No.

5005001997 दिनांक : 29.07.2019 के द्वारा जारी किए गए निविदा दस्तावेज ।

Bid documents for the subject work issued to you vide NIT no. WR-I/C&M/2019/JKM/2018:I-1632A/ Rfx No. 5005001997 दिनांक : 29.07.2019.

1.2 उपरोक्त निविदा से संबंधित आपका प्रस्ताव, जिसे पावरग्रिड, नागपुर कार्यालय में दिनांक 26.08.2019 (प्राईस बिड) को खोला गया ।

Your offer in response to the above enquiry which was opened in POWERGRID, Nagpur office on date 26.08.2019 (Price Bid).

2.0 उपरोक्त के आधार पर, आपको यह सूचित करते हुए हमें खुशी हो रही है कि विषयांकित कार्य से संबंधित आपका प्रस्ताव पावरग्रिड द्वारा स्वीकार कर लिया गया है ।

We are pleased to inform you that POWERGRID has accepted your above referred offer for the subject work.

3.0 आपसे यह भी निवेदन किया जाता है कि कृपया निम्नलिखित मुद्दों पर ध्यान दें :

You are requested to make a note of the following:

n) संविदा मूल्य रु. 25,37,849.00 (रु. पच्चीस लाख सैंतीस हजार आठ सौ उनचास मात्र) है (जिसमें जी.एस.टी. शामिल नहीं है) ।

The Contract Price is Rs. 25,37,849.00 (Rupees Twenty five lakh Thirty seven Thousand Eight Hundred forty nine Only) (excluding GST).

..2/-

3.0 यह संक्षिप्त संविदा पत्र के जारी होने के दिनांक से 24(ट्वेंटी फोर) महीने के भीतर कार्य पूरा करना होगा।

इसके बाद POWERGRID को नियमों और शर्तों के अनुसार अनुबंध की अवधि 12 (बारह) महीने या उसके कम अवधि बढ़ाने का अधिकार रखता है।

The entire work to be completed within 24(Twenty four) Months from the issue of the Brief Letter of Award.

Thereafter POWERGRID reserves the right to extend the contract for a further period of 12(twelve) months or part thereof as per same terms and conditions

4.0 विस्तृत संविदा पत्र शीघ्र ही जारी किया जाएगा।

The detailed Letter of Award shall be issued to you shortly.

4.0 आपसे प्रस्ताव की स्वीकृति के पश्चात् आपसे निवेदन है कि इस कार्य के निम्नलिखित प्रभारी अधिकारी से संपर्क करें, जिनका पता नीचे दिया गया है। प्रभारी अधिकारी अपने किसी अधिकारी को उपरोक्त कार्य के कार्यान्वयन के लिए प्रतिनिधी के रूप में अधिकृत कर सकते हैं।

Consequent upon acceptance of your offer, we request you to contact the following Officer-in-charge of this work, whose address is given below :

Sr. DGM, Bhadrawati,  
2 x 500 MW HVDC Back to Back Station  
& 400 KV AC Station, Village: Sumthana,  
Tahsil: Bhadrawati, Dist.  
Chandrapur-442902, (Maharashtra)  
Sh. R.K. Das, Ph: 9422086362

The Officer-in-charge may authorise any of his officers as his representative for the execution of the subject work.

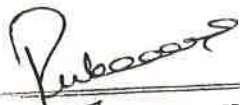
5.0 आपसे निवेदन है कि प्रभारी अधिकारी से विचार-विमर्श कर तुरंत कार्य आरंभ करें, जिससे कार्य निर्धारित समयावधि में पूरा हो सकें।

You are requested to commence the work in consultation with Officer-in-charge immediately so as to complete the work within schedule time.

6.0 यह संक्षिप्त संविदा पत्र आपको दो प्रति में जारी किया जा रहा है। आपसे निवेदन है कि, आपकी स्वीकृति स्वरूप दूसरी प्रति, प्रत्येक पृष्ठ पर हस्ताक्षर तथा सील लगाकर हमें वापिस भिजवाएं।

This Brief Letter of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page as a token of your acknowledgement.

..3/-

  
R.L. PADMAWAN  
"AMADHOOT", OFF. YOUNG  
RESTAURANT, CIVIL LINES,  
CHANDRAPUR 442901 (M.S.)



इस काम को करने हेतु आपने जो रुचि दिखाई उसके लिए धन्यवाद तथा हमें आशा है कि भविष्य में भी आपसे इसी तरह का सहयोग मिलता रहेगा ।  
We thank you, for the interest shown by you so far and expect the same cooperation in future.

भवरीय / Yours faithfully,

*Jyot Kumar Singh*

(जयंत कुमार मिंज)  
मुख्य प्रबंधक (सं-सा)

NOO:  
Copy to :

- 1. GM (F&A), Nagpur.
- 1. Sr. DGM, Bhadrawati

*P. L. Padmar*  
P. L. PADMAWAR  
AV. ARBODOTI, CHANDRAPUR  
RESTAURANT, CIVIL LINES,  
CHANDRAPUR 422401 (M.S.)

पश्चिम क्षेत्रीय वितरण प्रणाली / Western Region Transmission System - I, Regional Head Office  
Ref. No. WR-1/C&M/AMC for AMP/1632A.2019/Brief LOA-108/Errata-RE/1161  
Date: 04.10.2019

To  
M/s R.L. Padmawar,  
17, "Awadhoot", Opp. Young Restaurant,  
Puglia Nagar, Civil Lines, Nagpur Road,  
Chandrapur- 442401, Maharashtra,  
Mob No.: -9422153800/9422139251/7030766863

Sub: ERRATA to Brief Letter of Award for the work of "AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati."

Dear Sir,

1.0 This has reference to following:

- 1.1 NIT no. WR-1/C&M/2019/JKM/2018:I-1632A/ Rfx No. 5005001997 दिनांक : 29.07.2019
- 1.2 BLOA no. WR-1/C&M/JKM/1632A.2019/AMC for AMP/2019/BLOA-108/1148 दिनांक: 04.10.2019

2.0 The clause 3.0 b) of Completion Schedule of the above referred Brief Letter of Award may henceforth be read as under :  
"The Contract Duration shall be 24 (twenty four) months and shall commence from 15th day after issue of notification of award/Brief Letter of Award or as specified in the notification of award/Brief Letter of Award.  
Thereafter POWERGRID reserves the right to extend the contract for a further period of 12 (twelve) months or part thereof as per same terms and conditions. "

3.0 This letter shall form integral part of Brief Letter of Award referred above.

4.0 All other terms and conditions of the original Brief LOA shall remain unchanged


Yours faithfully,

(Jayant Kr. Minz)  
Chief Manager (C&M)

NOO:

Copy to:

GM (I&A), Nagpur.  
Sr. DGM, Bhadrawati

  
R.L. PADMAWAR  
17, "AWADHOOT", OPP. YOUNG  
RESTAURANT, CIVIL LINES,  
CHANDRAPUR 442401 (M.S.)

**SECTION - I**

**INVITATION FOR BIDS (IFB)**

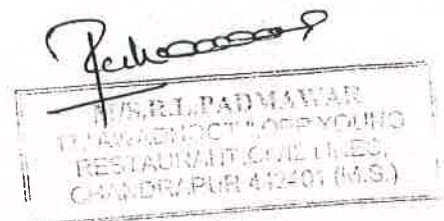
*P. [Signature]*



Attached to and forming part of Agreement No. WR-I/JKM/1632A:2019/AMC for AMP/2019/BLOA-108/PO-5200032923, dt. 10.01.2020 vide between M/S R.L. Padmawar, 17, "Awadhoot", Opp. Young Restaurant, Puglia Nagar, Civil Lines, Nagpur Road, Chandrapur-442401, Maharashtra and Power Grid Corporation of India Limited for the "AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati".



1



INVITATION FOR BIDS (IFB)

FOR

AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati.

Specification No(s): WR-I/C&M/2019/JKM/2018:I-1632A/ Rfx No. 5005001997

(DOMESTIC COMPETITIVE BIDDING UNDER e-PROCUREMENT)

(SINGLE STAGE SINGLE ENVELOPE BIDDING)

DATE OF ISSUANCE OF IFB: 29.07.2019

FUNDING : DOMESTIC

- 1.0 This invitation for bids follows the e-procurement notice (Invitation for Bids) for the subject package. This shall also be available on POWERGRID's website given at para 10.0 below from the dated 29.07.2019.
- 2.0 Power Grid Corporation of India Ltd (POWERGRID), Western Region-I Headquarters (WR-I), Nagpur is carrying out 'AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati'.
- 3.0 POWERGRID, therefore, invites bids from the bidders for 'AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati' on Domestic Competitive Bidding basis under secured e-procurement procedure.

This Invitation for Bids extended through media, website or written communication or by any other means, and issuance of Bidding Documents as per para 3.1 below shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended and/or Bidding Documents have been issued is deemed to be an eligible bidder.

WR-  
923, dt.  
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ndrapur-  
nited for  
ergencies  
Station,



*Teelamwar*  
N/S.R.L.PADMAWAR  
17, AWADHCOT, OPP YOUNG  
RESTAURANT, CIVIL LINES,  
CHANDRAPUR 412401 (M.S.)

Section - I Invitation for Bids

Page 1

YOUNG  
LINES,  
(M.S.)



3.1 Bidding documents for this package consist of the following:

1.	Conditions of Contract:	Volume-I
1.1	Invitation for Bids (IFB)	Section-I
1.2	Instructions to Bidders (ITB)	Section-II
1.3	G.C.C.	Section-III
1.4	Special Conditions of Contract (SCC)	Section-IV
1.5	Sample Forms and Procedures (FP)	Section-V

2. Scope of Work **Volume-II**

3. Bid Form, Price Schedules & Technical Data Sheets **Volume-III**

3.2 The scope of work covered under this package shall include 'AMC for A Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati', as per the Bidding Documents:

The above scope of work is indicative and the detailed scope of work given in the 'Scope of Work' (Volume-II) of the Bidding documents.

3.3 The Contract Duration for 'AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati', shall be the period as specified in SCC 7.0.

3.4 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB/BDS and the contract shall be executed as per the provisions of the Contract. Bidders may note that the Purchaser has uploaded its 'Works and Procurement Policy and Procedures' (WPPP) document along with its Modification/Amendment on "Ineligibility of Firms for Participation in the Bidding Process" and on "Black-Listing of Firms and Banning of Business" on POWERGRID's website referred to at page 10 below. It shall be noted that no other party, including the Bidder/Supplier, shall derive any right from this 'Works and Procurement Policy and Procedures' (WPPP) document or have any claim on the Purchaser on the basis of the same. The respective rights of the Purchaser and the Bidder/Supplier shall be governed by the Bidding Documents/Contract signed between the Purchaser and the Supplier for the respective packages. The provisions of the Bidding Documents shall always prevail over the 'Works and Procurement Policy and Procedures' (WPPP) document in case of contradiction.



In case, the terms and conditions which are not covered in the bidding documents, POWERGRID reserves the right to relate the same with the relevant terms and condition available in 'Works & Procurement Policy and Procedure: Vol-I & Vol-II (with revision)' for contractual issues arises during the course of bidding and execution of contract thereof.

In order to participate, the Bidder should have class-III, 2048B its Digital Signature Certificate.

The complete Bidding Documents are available at POWERGRID's website <http://www.powergridindia.com> as well as on portal <https://etender.powergrid.in>. The bidders can download the Bidding Documents from any of the website and commence preparation of bids to gain time, however in case of discrepancy in the document; the same downloaded from latter shall prevail.

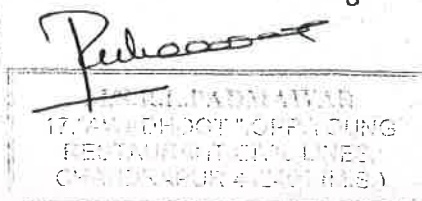
Important Instruction for participation in subject e-Tendering:

Bidders are requested to read the 'SRM-Bidders Manual' and 'Pre-Requisite Document' available on e-Tender web link <https://etender.powergrid.in> before proceeding for submission of bids. It is important to note that bidders can submit their bids online only through <https://etender.powergrid.in>.

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

Bidders shall ensure that their bids complete in all respects are submitted online through POWERGRID's e-tendering portal only. No DEVIATION in this regard is acceptable. [Refer para 8.1 below]

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



- 6.0 The bidder may obtain further information from the Project Manager (C&M), POWERGRID Nagar at the address given at para 11 below from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the portal named <https://etender.powergrid.in> (hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section II - ITB of the Bidding Documents.

- 7.0 Bidders can download the bid document from the portal, the necessary login on the portal shall be enabled by Power Grid Corporation of India Ltd., as to make the bidders eligible to participate in the bid online through the portal.

The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party, reproduced or used otherwise for any purpose other than for which they are specifically issued.

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

- 8.1 Bids must be submitted/ uploaded under Single Stage Single Envelope Bidding Procedure on the portal at or before **15:00 hours on 14.08.2019**. If bids will not be uploaded and accordingly be rejected. Envelope I & II Techno-Commercial Part and Price Bid shall be opened on **14.08.2019** in the presence of the bidders' representatives who choose to attend in person at the address given below at **15:30 hours** or may be viewed by the bidders logging in to the portal as per features available to them. Second Envelope i.e. Price-part shall be opened in the presence of the bidders' representatives who choose to attend at the time and date, i.e. on **15:30 hours on 14.08.2019** and at the address given or may be viewed by the bidders by logging in to the portal as per features available to them.

The bid must be accompanied by a bid security of INR 63,000/- :

Bid security and POA must be submitted in physical form at the address



given at para 11.0 at below at or before 15:00 Hrs on 14.08.2019. POWERGRID shall not be responsible for any postal delay in submission of hard copy part of the bids.

There shall not be a PreBid meeting for this package.

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

**All correspondence with regard to the above shall be to the following address (By Post/In Person)**

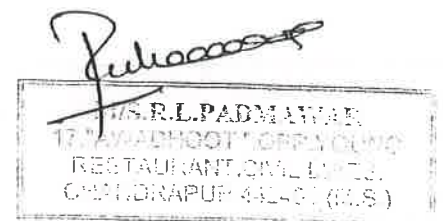
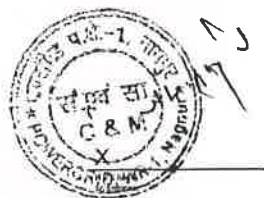
**Chief Manager (C&M),  
Power Grid Corporation of India Ltd.,  
Western Region - 1 Headquarters,  
Sampriti Nagar, Nari Ring Road,  
P.O: Uppalwadi, Nagpur (Maharashtra) - 440026.**

**Contact Person: Sh. Jayant Kumar Minz, Chief Manager (C&M)  
Telephone Nos.: +91(0)712-2641478 -79 Extn. 343;  
Mobile: +91 (0) 9425293807  
Fax: 0712-2650430/2641366  
Email-ID: [Jayant.minz@powergridindia.com](mailto:Jayant.minz@powergridindia.com)**

**For more information on POWERGRID, visit our site at:  
<http://www.powergridindia.com>**

**For more information on the portal, site of POWERGRID at: <https://etender.powergrid.in>**

**— End of Section-I (IFB) —**



AMC for AMP Maintenance, day to day Works, Any Emergency  
Station Equipments of 400KV SS & HVDC Station, Bhadravai

- 1.0 These tender documents have been issued on e-tender portal specifically for the work of "AMC for AMP Maintenance, day to day Works, Any Emergency of different Station Equipments of 400KV SS & HVDC Station, Bhadravai and cannot be used for any other purpose. Tender documents are not transferable. Bids that are not in compliance with all the conditions laid down in the tender documents are liable for rejection.
- 1.1 In order to participate, the Bidder should have class-III, 2048 Bits Digital Signature Certificate (Separate Certificate for Signing & Encryption)
- 1.2 Important Instruction for participation in subject e-Tendering
  - (a) Bidders are requested to read the 'Bidders Manual and Pre-Requisite Document' available on e-Tender web link <https://etender.powergrid.in> before submission of bids. It is important to note that bidders can submit their bids only through <https://etender.powergrid.in>. For proper uploading of the bids on the portal namely <https://etender.powergrid.in> (hereinafter referred to as the 'portal'), shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal
  - (b) Bidders shall ensure that their bids complete in all respects are submitted only through <https://etender.powergrid.in> e-tendering portal only.
- 2.0 Earnest Money Deposit (EMD)
- 2.1 The tender shall be accompanied by Earnest Money of Rs. 63,000/- (Rupees Sixty three Thousand only) in a separate sealed Envelope - 1. The earnest money shall be in form of Demand Draft or Pay Order or Bankers' Cheque in favour of Power Grid Corporation of India Ltd., from a reputed commercial bank, payable at Nagpur.
- 2.2 Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or with any other designated Authority of GoI under the Public Procurement Policy for MSEs are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012. This shall be subject to production of documentary evidence with regard to registration with authorities mentioned above.
- 2.3 The bid shall be rejected by the Purchaser as being nonresponsive, in case bid is not accompanied by Acceptable EMD in Original/ **documentary evidence with respect to registration with concerned authority for claiming exception as per para 2.2 above.**
- 2.4 The Bid Guarantee/EMD shall be forfeited on any one of the following grounds:
  - (a) If a bidder withdraws/modifies his bid during the period of bid validity.



*[Handwritten signature]*



- (b) In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid.
- (c) If the bidder does not accept to the corrections to the arithmetical errors identified during preliminary evaluation of the bid.
- (d) In case of a successful bidder, if the bidder fails to sign the Contract. (if applicable)
- (e) If the work is not commenced after the work is awarded to a Contractor.

11 The Return of EMD of the successful bidder shall be dealt with in line with Clause no. 11.0 of General Conditions of Contract (GCC), Annexure-II. The EMD of the unsuccessful bidders will be returned after award of the contract to the successful bidder.

For the return of EMD through net-banking, all bidders shall fill up the RTGS form in the attachment-10 to Attachment and Bid Form excel sheet and upload the same along with the copy of cancelled cheque on the on the portal <https://etender.powergrid.in>

12 No interest shall be payable by the Purchaser on the above Bid Security.

13 Documents Comprising the Bid

13.1 The bid shall be submitted by the Bidder under "Single Stage - Single Envelope" procedure of bidding. Under this procedure, the bid submitted by the Bidder shall comprise of the following documents:

I. Hard Copy Part

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

- (i) **EMD:** Bid Security (in Original) in accordance with clause 2.1 of ITB or documentary evidence in support of exemption of Bid Security (if applicable) in accordance with clause 2.2 of ITB in separate envelope (Envelop-1) super scripted as "EMD for "AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS & HVDC Station, Bhadrawati".

II. Soft Copy Part

Soft copy of the bid shall comprise of following documents to be uploaded on the portal <https://etender.powergrid.in> as per provisions therein.

- (i) The Template of the bid as available on the portal <https://etender.powergrid.in> shall be duly filled.
- (ii) Programmed file - Attachments (Attachment 1 to 6 & Bid Form-I) in MS Excel format & its revision covering various attachments and bid form.
- (iii) Scan copy of the Cancelled Cheque.



*Pulvase*  
S.R.L. PARNANWAR  
17, "S. S. ROAD", OPP. YOUNG  
REPUBLIC, CIVIL LINES  
CHANDIGARH, 160002, (INDIA)

- (iv) MS Excel file containing Price Schedule comprising of Schedule 2 & Schedule 3 has been uploaded for the work "AMC for AM Maintenance, day to day Works, Any Emergencies of Station Equipments of 400KV SS & HVDC Station, named as 'Price Schedule and Bid Form -II'

This MS excel file i.e. 'Price Schedule and Bid Form -II' shall be downloaded by the bidder online

Bidder shall fill the Prices in respective schedules for the work in 'Price Schedule and Bid Form-II' and upload the same online. Bidder is advised to verify the uploaded excel file for being the non-corrupted and health readable file.

In case, 'Price Schedule and Bid Form -II' is not uploaded by the bidder or corrupted / non-readable file is uploaded, bid of the respective bidder shall be rejected as incomplete and shall be treated as non-responsive

Bidders may note that non-submission of Bid Form-II shall lead to outright rejection of their Bid and no clarification shall be sought from them in this regard

3.2 Alternative Bids shall not be permitted.

3.3 Only Bid Security and Power of Attorney which are part of hard copy part bid shall be opened.

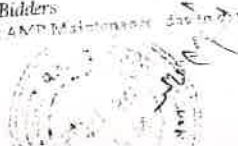
3.4 The Employer shall not be responsible if bid could not be opened online for whatsoever reason.

4.0 Late Bids

4.1 The bidder shall not be permitted to submit the soft part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. e-Procurement system would not allow any late submission of bids through the portal after due date & time of submission of bids. After electronic online proposal submission the system generates a unique identification number which is time stamped. This number shall be treated as acknowledgement of the bid submission.

In case Hard copy part of the bid is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first envelope bid uploaded on the portal shall be opened in accordance with provisions of Bidding Documents. Such bids will be rejected after preliminary examination.

In case, if the bidder has submitted the specific documents in hard copy in original (viz bid security, POA etc.) within the stipulated deadline, but the bidder has not uploaded the soft copy part of bid, its bid shall be considered as late bid. The bid submitted in hard copy (viz bid security etc.) shall be returned to the bidder.



Handwritten signature of the Employer.



**60** **Validity of Bids**

**61** The bid shall be kept valid for a period of 90 days from the date of opening of the bids.

**62** **Bid Receipt and Opening**

**63** Online Tender on the <https://etender.powergrid.in> and Hard Bid Part Tender will be received up to 15:00 Hrs on 14.08.2019 in the Contracts and Materials Department, Power Grid Corporation of India Ltd., Nagpur.

**64** The bidders have the option of sending the Hard Bid part (Envelope-I) by post/speed post/registered post/courier or submitting the bid in person. Hard Bids (Envelope-I) submitted by FAX/telex/telegram or not submitted in sealed condition will not be accepted. No request from any Bidder to POWERGRID to collect the proposal from airlines, cargo agents etc. shall be entertained by POWERGRID. POWERGRID shall not be responsible for non-receipt or delay in receipt of bids sent by post/speed post/registered post/courier.

**65** However, if Micro and Small Enterprises (MSEs) registered with National Small Industries Corporation (NSIC) or with any other designated Authority of GoI under the Public Procurement Policy do not submit Hard bid part i.e. Bid Security (documentary evidence with regard to registration with authorities) in (Envelop-I) by post/speed post/registered post/ courier or in person, but submitted through e-mail till the deadline for submission of bid as a hard copy part of bid, the bid of the bidder shall be considered for further opening of soft copy part of bid.

**66** POWERGRID will open the Envelope-I on 14.08.2019 at 15:30 Hrs in the presence of bidders' designated representatives who choose to attend the Hard Bid Part bid opening. The bidders' representatives who are present shall sign a register evidencing their attendance.

**67** Thereafter, POWERGRID shall open online the Soft Copy Part of the bid on portal <https://etender.powergrid.in>. Bidders who have submitted their bid online may view online tender opening on the portal from their end.

**68** In the event of the specified date for the submission of bids and opening of the bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day and shall be opened on the appointed time on the next working day.

**69** Bids not opened at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

**70** No bid shall be rejected at bid opening except for late bids. However, opening of bid, whether or not accompanied with the bid security, shall not be construed to imply its acceptability which shall be examined in detail during the Bid evaluation.

**71** Any extension in the date and time of Bid Submission/ Bid Opening shall not be considered merely on the plea/ground of system error/ access constraint or any such system related issue encountered by the particular party making such request.



*Release*  
MS. R. L. PADMAWAN  
MANAGEMENT OFFICER  
CONTRACTS & MATERIALS  
DEPARTMENT  
POWER GRID CORPORATION OF INDIA LTD.



7.0 Bid Price & Discounts  
7.1 The price quoted by the bidder shall be in accordance with the clause no. 5.0 of General Conditions of the Contract.

7.2 Discount: To enable the bidders for deducting rebates in the prices already filled against the Schedule-1, Schedule-2 & Schedule-3 online on the portal by way discounts, are available on the portal in "3-2- Price Schedule and Bid Form-II Attachment, named Discount".

7.3 The offered discount by the Bidder, if any, shall be calculated automatically and will reflect in the Bid Price Summary.

#### 8.0 Deviations

8.1 It is taken that the bidder shall accept all the terms & conditions mentioned in the documents without any deviations. However the bidder who may have to deviate from terms & conditions of contract including technical specifications will have to bring out and explain all their commercial and technical deviations in the "3-1- Attachment-1 Bid Form-I, Attachment-5 and the same should be uploaded on the e-procurement portal <https://etender.powergrid.in>

8.2 The last column of the deviation statement should positively indicate the cost of withdrawal of deviations if insisted upon to withdraw the deviations by the owner. These costs will be taken into consideration for the purpose of evaluation. It may further be noted that in case of withdrawal of deviations, the maximum liability to the owner under the contract will not exceed the amount stipulated in the bid against respective deviation in the statement of deviation.

8.3 If there are no deviations the statement of deviation shall be filled up as 'NIL'. In case Deviation statement is blank same construed as Nil deviation.

8.4 In case bidder does not upload the Attachment and Bid Form on the website, it shall be construed to be Nil Deviation.

8.5 Deviations mentioned or brought out elsewhere in the bid other than in the statement of deviation save for rebates will not be entertained. Any discrepancy between specifications and the bid, if not clearly brought out in schedules, will not be considered as valid deviations.

#### 9.0 Evaluation and Comparison of Tenders / Bids

9.1 Evaluation and Comparison of Bids shall be as follows:

(a) Bidder has to quote for the complete scope of work for the package. Bids for individual item or incomplete scope shall be treated as incomplete and are liable to be rejected.

(b) The evaluation of bids shall be made on overall lowest liability basis for the complete scope of work including all applicable taxes & duties. Partial bids submitted shall be liable for rejection & shall not be considered for the evaluation.

(c) Further to above, the following shall also be taken into account.



Handwritten signature and date: 10/10/20



- (i) The cost of withdrawal of deviations as indicated in the bid by the bidder.
- (ii) In case the cost of withdrawal of deviations is not indicated by the bidder, the cost compensation for deviations, as assessed by POWERGRID, which will be added to bid prices.
- (iii) Conditional discounts/rebates, if any, offered by the Bidder shall not be taken into consideration for evaluation. However, it shall be considered in case of awarding.
- (iv) The bids shall also be checked for computational error, if any, to arrive at the computed price. Arithmetical errors will be rectified on the following basis:
  - (i) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity of any item, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected.
  - (ii) If there is a discrepancy between words and figures, the amount in words will prevail.
  - (iii) Further, if there is a discrepancy between the quantity specified by POWERGRID in the bidding document and that indicated by the bidder in his bid, the former shall be taken to arrive at the computed price.
  - (iv) In case the unit rate of an item is not quoted but the total price is indicated, the same shall be taken to arrive at the computed price. The computed price arrived at, as above, shall be considered for the purpose of award also.
  - (v) If the bidder does not accept the correction of errors, its bid will be rejected and EMD shall be forfeited.

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

- 10.1** They have a controlling partner in common; or
- 10.2** They receive or have received any direct or indirect subsidy from any of them; or
- 10.3** They have the same legal representative for purposes of this bid; or
- 10.4** They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- 10.5** A Bidder submits more than one bid in this bidding process except for alternative offers, if permitted under the provisions of the bid document. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or



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- 10.6 a Bidder or any of its affiliates participated as a consultant in the preparation of design or technical specifications of the Goods and/or Services of the bid; or
- 10.7 a Bidder or any of its affiliates has been hired (or is proposed to be hired) by Employer as Project Manager for the contract
- 11.0 **Modification and Withdrawal of Bids**
- 11.1 Bidder may modify its bids through the relevant provisions on the portal <https://etender.powergrid.in>. The Bidder may modify or withdraw its bid at submission, provided that modification is done on the portal as well as notice received by the Purchaser prior to the deadline prescribed for bid submission.
- 11.2 The Bidder's modifications shall be done and submitted as follows:
- (i) Modified Electronic form of the bid as per the provision of portal therein.
  - (ii) Soft copy of the entire bid if any modification is there.
- 11.3 No bid may be modified or withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during interval may result in the Bidder's forfeiture of its bid security, pursuant to Sub-Clause 2.4.
- 12.0 **Clarification of Bids**
- 12.1 To assist in the examination, evaluation and comparison of bids the Owner may, at discretion, ask the Bidder for clarification of its bid. The request for clarification the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 13.0 **Purchase/Domestic Preference**
- 13.1 No Purchase Preference shall be given.
- 14.0 **Confidentiality and Contacting the Purchaser**
- 14.1 After the public opening of bids, information relating to the examination, clarification and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.
- 14.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation or contract award decisions may result in rejection of the Bidder's bid. The Purchaser shall be the sole judge in this regard.
- 15.0 **Award Criteria.**
- 15.1 ~~The lowest evaluated responsive bid, after ERA shall be the winning bid and considered for award.~~
- 15.2 The Purchaser may request the Bidder to withdraw any of the deviations listed in the winning bid.



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

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

The award shall be made in one contract covering all Goods and Related Service..

**Purchaser's Right to Accept any Bid and to Reject any or all Bids**

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

**Notification of Award**

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing (generally by way of Brief Letter of Award), that its bid has been accepted. This notification of award will constitute the formation of the contract.

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

**Acknowledgement of Letter of Award**

After the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser shall issue detailed Letter of award.

This Letter of Award shall be issued to the successful bidder in duplicate. The successful bidder has to return the duplicate copy duly signed and stamped on each page as a token of acknowledgement of the same.

**Fraud and Corruption**

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

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

(i) "Corrupt Practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

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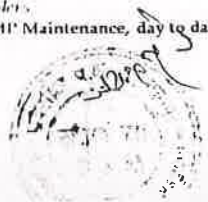
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(ii) "Fraudulent practice" is any act involving a false representation that knowingly or recklessly misleads or attempts to mislead to obtain a financial or other benefit or to avoid an obligation;

(iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence or control the actions of another party;

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

(v) "Obstructive practice" is

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

or  
(b) acts intended to materially impede the exercise of the Purchaser's inspection and audit rights.

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

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

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

## 20.0 General

20.1 Before proceeding with submission of the bids for the work, the bidder shall familiarize himself with the site conditions and general arrangement & schemes. Though the owner endeavors to provide the information, it shall not be binding on the owner to provide the same. The bidders are advised to visit the site and acquaint themselves. It is imperative for each tenderer to satisfy him completely of all the conditions.



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to understand the exact work involvement the bidders are advised to visit the working site and assess actual requirement and the rates are to be quoted accordingly. In verification the prospective bidder shall be deemed to have considered the site report and accordingly no later claims shall be entertained on this account.

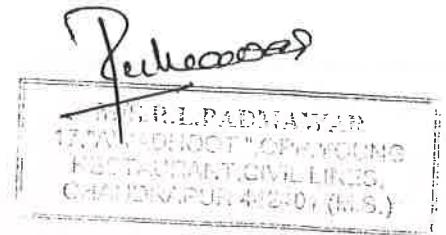
Notwithstanding anything, above, POWERGRID reserves the right to assess the bidder's capability and capacity to perform the contract.

POWERGRID shall not be responsible for any delay or non-receipt of bids sent by post/courier. No claim in this respect shall be entertained. However, POWERGRID reserves the right to reject or accept late / delayed bids.

POWERGRID reserves the right to re-schedule the date of submission & opening of bids. In case of such rescheduling, the bids submitted by bidder shall not be returned back to the bidder. The same shall be retained by POWERGRID and will be considered for opening on re-scheduled date of opening of bids. However, bidders are at liberty to submit revised bid on or before the rescheduled date & time, superseding the earlier bid.

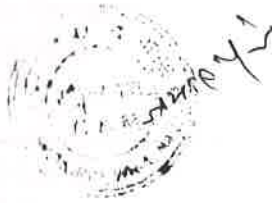
Bidders may note that the Owner has uploaded its 'Works & Procurement Policy and Procedure: Vol.-I (Rev) & Vol.-II on POWERGRID website. Those bidders who wish to peruse the same may visit [www.powergridindia.com](http://www.powergridindia.com). However, it shall be noted that no other party, including the Bidder/ Contractor, shall derive any right from this 'Works & Procurement Policy and Procedure' documents or have any claim on the Owner on the basis of the same. The respective rights of Owner and Bidders/ Contractors shall be governed by the bidding documents/contracts signed between the Owner and the Contractor for the package. The provisions of bidding documents shall always prevail over that of 'Works & Procurement Policy and Procedure' documents in case of contradiction.

In case, the terms and conditions which are not covered in the bidding documents, POWERGRID reserves the right to relate the same with the relevant terms and condition available in 'Works & Procurement Policy and Procedure: Vol.-I & Vol.-II (with revision)' for contractual issues arises during the course of bidding and execution of contract thereof.



SECTION-IV

**GENERAL CONDITIONS OF CONTRACT (GCC) FOR ANNUAL  
MAINTENANCE CONTRACTS**



*P. R. RESTAURANT*  
P. R. L. PAINSAWAL  
17, WADHOO "OFF YOURS"  
RESTAURANT, CIVIL LINES,  
CHANDRAPUR 412401 (M.S.)

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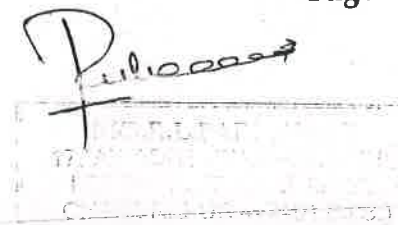
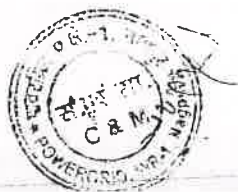
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End of Contents for Section - GCC



*Pushpesh*  
 SRI. PADMAWAR  
 17/3, 'SIDDHANT' OPP. YOUNG  
 RESIDENTS, CIVIL LINES,  
 CHANDRAPUR 482401 (M.S.)

**GENERAL CONDITIONS OF CONTRACT (GCC)**

## Preamble

This Section (Section -IV) of the Bidding Documents [named as General Conditions of Contract (GCC)] provides all the rights and obligations of the parties under the Contract. This Section contains provisions that are to be used unchanged unless Section - V [named as Special Conditions of Contract (SCC)] states otherwise as any changes in GCC or any complementary information that may be needed has been shown in SCC. If there is a conflict between the provisions of Section - IV & Section - V, the provisions of Section - V shall prevail.

*P. P. P.*



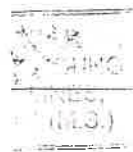
## GENERAL CONDITIONS OF CONTRACT

### DEFINITIONS

- a) The "Employer"/"Owner"/"Corporation" shall mean Power Grid Corporation of India Ltd., B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110 016 & Power Grid Corporation of India Ltd, Western Regional Headquarter at Sampriiti Nagar, Nari Ring Road, Uppalwadi, Nagpur-440 026 and shall include their legal representatives, successors and permitted assigns.
- b) The "Accepting Authority" shall mean the Authority mentioned in SCC attached herewith.
- c) The "Contract" shall mean the Bidding/Tender Document including document for the subject works, Notice Inviting Tender/Invitation for bids, the Bid/Tender and acceptance thereof including these General Conditions with appendices, Annexures, Schedules, notes and attachments, Special Conditions, Specifications, Particular Specifications, Drawings, Bill of Quantities with rates and amounts. All these documents including the formal agreement (if any) to be executed between the Employer & the Contractor taken together shall be deemed to form one contract document and shall be complementary to one another.
- d) i) The "Contractor" shall mean the individual or firm or company whether incorporated or not, who has been assigned the works and shall include legal representatives of such individual or persons composing such firm or an incorporated company or successors of such firm or company, as the case may be and permitted assigns of such individual or firm or company.
- ii) "Contractor's Representatives" shall mean one of the Contractor's employee who has been authorized with Power of Attorney by the Contractor and deputed at site for execution of work on behalf of the Contractor.
- e) The "Contract Sum" shall mean:
- The Contract Sum shall be brought out in the Article 2 of the Contract Agreement to be signed by the successful bidder.

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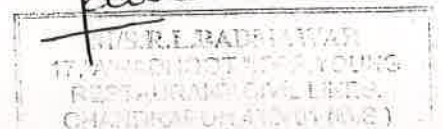
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Conditions of Contract / Rev.01 / July 2017

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The contract price, as originally awarded, shall be the reference price for determining the initial value of Performance Security. In case of an amendment to the contract, the contract price as amended shall be the reference price for determining the value of Performance Security.

- f) "Officer-in-Charge" shall mean the Engineer(s)/Executives appointed by the Employer or his duly authorised representative who shall direct, supervise and be in-charge of the works for purpose of this contract.
- g) "Force majeure" is herein defined as any cause which is beyond control of the Contractor or the Owner as the case may be which could not be foreseen or with a reasonable amount of diligence could not have been foreseen and which substantially affects the performance of the Contract, (which shall mean) in the nature of :
- i) Act of God such as Natural phenomena, including but not limited to floods, droughts, lightning, earthquakes and epidemics.
  - ii) Acts of any Government, including but not limited to (declared or undeclared), priorities, quarantines, embargoes.

Provided either Party shall within seven (7) days from the occurrence of such a cause notify the other in writing of such cause(s).

- h)
  - i) "Excepted Risks" are risks due to riots (otherwise than against the Contractor's employees) and civil commotion (in so far as these are uninsurable).
  - ii) Local commotion of workmen, strike or lockout affecting any of the trades employed on the work provided these have not arisen on account of Contractor's failure or his noncompliance with the provisions of applicable Labour Laws/Rules.
  - iii) Any other cause which, in the absolute discretion of the authority mentioned in SCC, is beyond the Contractor's control over which the Contractor had no control and accepted as such by the Accepting Authority or causes solely due to use or occupation of the Corporation of the part of works for which a certificate of completion has been issued.
- ~~i) "Market Rate" shall be the rate as decided by the Officer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed, plus the percentage mentioned in SCC to cover~~



overheads and profit.

- p) "Schedule(s)" referred to in these conditions shall mean the relevant schedule(s) in BPS referred to in the Tender Documents issued by the Owner and the amendments thereto issued from time to time.
- k) The "Site" shall mean the lands and /or other places on, under, in or through which the work is to be executed under the Contract including any other lands or places which may be allotted by the Owner or used for the purpose of the Contract.
- h) "Temporary Works" shall mean all temporary works of every kind required for the execution, completion or maintenance of work within the period stipulated in the Contract.
- m) "Urgent Works" shall mean any urgent measures which, in the opinion of the Officer-in-Charge, becomes necessary during the progress of the work to avoid any risk of accident or failure or which becomes necessary for security of the works and / are within the Scope of the Contract.
- n) The "Works" shall mean the works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works of temporary and urgent works as required for performance of the Contract.
- o) "Approval" means approval in writing by the Officer-in-Charge.
- p) "Schedule of Quantities"/ "Bill of Quantities" shall carry the same intent.
- q) "Facilities" means the Deployment Labour, Plant, Equipment and Material to be provided by the Contractor under the contract.
- r) "Effective Date" means the date of Notification of Award/ Intimation of Award/Brief Letter of Award from which the Duration of Contract shall be determined.
- s) "Notification of Award/ Intimation of Award/ Brief Letter of Award" means the official notice issued by the Employer notifying the Contractor that his bid has been accepted.



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2.0 SINGULAR AND PLURAL

Where the context so requires, words imparting the singular only also include the plural and vice versa.

3.0 HEADING AND MARGINAL NOTES TO CONDITIONS

Headings and marginal notes to these General Conditions are not deemed to form part thereof nor are to be taken into consideration in the interpretation or construction thereof or of the Contract

4.0 SCOPE AND PERFORMANCE

4.1 Scope of the Work

Power Grid Corporation of India Ltd. (A Government of India Enterprise) incorporated under the Companies Act, 1956, having its Registered Office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi - 110 016 & Western Regional Headquarter at Sampri Nagar, Nari Ring Road Uppalwadi, Nagpur-440 026 (hereinafter called the Employer/POWERGRID) POWERGRID, as a separate Central Transmission Utility, was incorporated under Company's Act in 1989. POWERGRID, one of the largest transmission utility in the world, is playing a strategic role in the country and committed to ensure high level of availability & reliability of the system. POWERGRID is striving to achieve his objectives through efficient use of transmission systems and introducing new technology and products from time to time.

Scope of the work under this Contract shall be on single source responsibility basis completely covering all the services, works and materials specified in Section: Scope of Work (Volume-II) and duration of contract shall be as mentioned in the Special Conditions of Contracts (SCC).

For all intents and purposes, the contractor shall be the "Employer" with the meaning of different Labour Legislations in respect of manpower employed for above referred work and deployed in the POWERGRID. The persons deployed by the contractor in the POWERGRID for carrying out the work shall not have claims of whatsoever nature against the Employer.



POWERGRID.

The work shall be strictly carried out as per Scope of Work and terms & conditions mentioned in the bidding documents for the subject package and as per the instructions of the Officer-in-Charge.

**Contract Price**

The Contract Price shall be as specified in Notification of Award/ Brief Letter of Award/Contract Agreement. The Contractor confirms that it has entered into this Contract on the basis of proper examination of the data relating to the subject package provided by the Owner, and on the basis of information that the Contractor could have obtained from the site and of other data readily available to it relating to the works as of the date seven (7) days prior to the bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the contract.

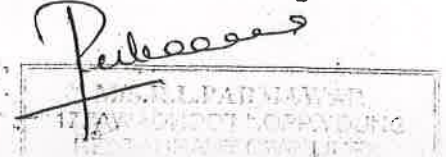
Subject to 5.1 above, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

The prices/ Service charges indicated in the bid shall include inter-alia, cost of personnel, Cost of T&P, Cost of consumables as per requirement, taxes & duties applicable (except GST) and any other costs which may be required for carrying out the work as per Scope of Work mentioned in the Tender Documents, including cost of overheads, insurance, and cost incurred (if any) in meeting the statutory requirements whatsoever, as stipulated in the bidding documents for the complete scope of work.

Contract price shall include all applicable taxes, duties and levies including Work Contract tax or any other tax which might be applicable except GST thereon in their quoted price/Service charge. GST as applicable shall be paid extra.

No claim on account of any taxes, duties or other levies (except GST) or any interest thereon shall be entertained by POWERGRID.

The Minimum Wages indicated in the BOQ/BPS are as per the minimum



rates of wages for the employees employed in 'Construction of Roads or in Building Operation' applicable in the State Maharashtra/M.P. for the Zone specified in SCC. Further, higher minimum wages, between Central Government and State Government payable to the employees employed in 'Construction or maintenance of Roads or in Building Operation' shall be applicable.

- 5.6 Any changes, in the minimum wages under the 'Construction & Maintenance of Roads and Building Operations Act' shall be effected and shall be paid to POWERGRID as per applicable rates during the currency of contract, as per the documentary proof/notification copy (to be submitted by the agency) in order to enable Contractor to comply with minimum wages & its related statutory obligations.
- 6.0 Taxes, Duties & Levies**
- 6.1 The rates indicated in the BOQ shall be inclusive of all taxes, duties & levies except GST.
- 6.2 Applicable GST, shall be paid extra.
- 6.3 The Contractor's profit shall include Works Contract tax, Turnover tax, etc. as applicable, for the works performed by them. POWERGRID would not bear any liability on this account. POWERGRID shall, however, deduct such taxes at source as per the rules and issue TDS Certificate to the Contractor. GST, shall be paid by Contractor as applicable.
- 6.4 No variation in above taxes, duties, etc. (except GST) will be entertained during the currency of the contract. GST shall be paid as per prevailing rates.
- 7.0 Income Tax Deductions**
- 7.1 Income Tax deductions shall be made from all payments made to Contractor as per rules and regulations in force, in accordance with the Income Tax Act prevailing from time to time.
- 8.0 Contract Performance Guarantee**
- 8.1 The Supplier shall, provide a performance security for in the amount specified in SCC, as a guarantee towards the faithful performance of the Contract in accordance with the terms and conditions specified in the contract.
- 8.2 The performance security shall be in the form specified in SCC.



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All the Micro and Small Enterprises (MSEs) registered with NSIC shall be exempted from submitting Security Deposit/ Performance Security for items they are registered with NSIC for contracts awarded upto Rs: 50 lakh or upto the monetary limits for which the unit is registered with NSIC, whichever is lower.

Reduction in the security pro rata to the Contract Price of any part of the Goods and Related Services is not admissible.

#### **Issuing Banks**

The Bank Guarantee for Performance Security should be issued either:

- (a) by a Public Sector Bank located in India, or
- (b) Scheduled Commercial Private Indian Bank as per the List is given in SCC

#### **THE CONTRACT PERIOD**

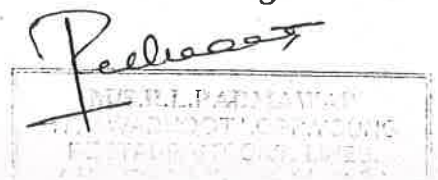
The Contract shall be for a period specified in SCC.

POWERGRID reserves the right to extend the Contract for a further period as specified in SCC, on mutual consent on the same terms & conditions if the performance of the Party found to be satisfactory.

If the performance of the Contractor is not found to be satisfactory, POWERGRID reserves the right to terminate the Contract without assigning any reason thereof. In the event of such termination, the Contractor shall have no right to claim for the balance period.

#### **MOBILIZATION PERIOD:**

After issuance of Letter of Award/Work Order/Brief Letter of Award, a mobilization period of 15 days shall be allowed under the contract. During the mobilization period, the contractor shall obtain/ apply for all requisite insurance policies, licenses/ clearances from appropriate authorities such as Labour Authorities, Provident Fund Commissioner etc. A copy of all such documents will be provided to POWERGRID before commencement of the work. After completion of the mobilization period, work shall be started immediately at site. However, if the bidder has all the requisite documents, mobilization period may be reduced to a mutually agreed time.



The contractor should not be allowed to work without license, workman compensation insurance policy, professional No. and ESI code No., if applicable.

11.0 **TOOLS AND PLANTS:**

The cost/ hiring charges of required Tool & Plants to be deployed by contractor shall be included in Service Charges and no separate cost/hiring charges will be paid/reimbursed against this head. Tools & plants to be provided by POWERGRID free of cost and to be deployed by bidder are indicated in the Scope of Work (Volume-II).

12.0 **MATERIALS**

12.1 Material to be provided by POWERGRID and to be deployed by bidder are indicated in the Scope of Work (Volume-II) and/or Price Schedules.

12.2 All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Officer-in-Charge, furnish proof to the satisfaction of Officer-in-Charge that the materials so comply to the specifications.

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

13.0 **QUANTITY VARIATION IN RESPECT OF MANPOWER**

Agency has to deploy the minimum manpower as specified in BOQ. POWERGRID reserves the right to ask the agency to increase or decrease the specified manpower upto the limits as indicated in SCC during the currency of Contract period. The same shall be binding on the agency.

14.0 **DISCREPANCIES AND ADJUSTMENT OF ERRORS**

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

In case of discrepancy between various sections of the bidding document/Contract Agreement, the following order of preference shall be observed:

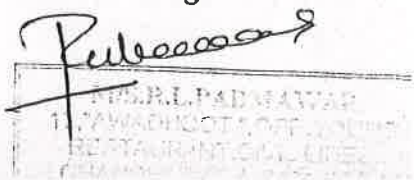
- a) Notification of Award/ Letter of Award/Contract Agreement
- b) Description in the Bill of Quantities.
- c) Scope of Work
- d) Special Conditions
- e) General Conditions of Contract

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

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

#### **DEVIATIONS/VARIATIONS EXTENT & PRICING**

The Officer-in-Charge shall have powers (i) to make alteration in, omission from, additions to, or substitutions in the original specifications and instructions that may appear to him to be necessary or advisable during the duration of the contract and (ii) to omit a part of the works for any reasons, and the Contractor shall be bound to carry out the Works in accordance with any instructions given to him in writing by the Officer-in-Charge and such alterations, omission, additions or substitutions shall form a part of the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the Works, shall be carried out by the Contractor on the same conditions in all respects including price on which he agreed to do the main work. Any alterations, omissions, additions or substitutions which radically change the original nature of the Contract shall be ordered by the Officer-in-Charge as a



deviation and in the event of any deviation being in the opinion of the Contractor changes the original nature of the Contract, he shall nevertheless carry it out and the disagreement, if any, so to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause 43 'Arbitration'.

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

- i) If the rate for additional, altered or substituted item(s) of work is/ are specified in the Contract for the work, the Contractor is bound to carry out the additional, altered or substituted work at the same rate as per specified in the Contract for the work.
- ii) If the rate for any additional, altered, or substituted item(s) of work is/are not specifically provided in the Contract for the work, such rate shall be derived from the rates for a similar class of work as are specified in the Contract for the work. The opinion of the Officer-in-Charge as to whether or not the rates can be reasonably so derived from the item in this contract will be final and binding on the Contractor.
- iii) If the rate for any altered, additional or substituted item of work cannot be determined in the manner specified in sub-paras (i) or (ii) above, the Contractor shall within 7 days of the date of receipt of the order to carry out the said work, inform the Officer-in-Charge under advice to the Accepting Authority of the rate which he proposes to claim for such item of work, supported by analysis of the rate claimed, and the Officer-in-Charge shall, within three months thereafter giving due consideration to the rate claimed by the Contractor, determine the rate on the basis of market rate(s) of material(s), labour, T&P etc. plus 15% to cover the supervision overheads and profit. In the event of the Contractor failing to inform the Officer-in-Charge within the stipulated period of time, the rate which he proposes to claim, the rate for such item shall be determined by the Officer-in-Charge on the basis of market rate as detailed hereinabove. The opinion of the Officer-in-Charge as to current market rate of materials and quantum of labour involved per unit of measurement will be final and binding on the Contractor.

16.0

#### DEDUCTION TOWARDS NON PERFORMANCE:

In the event of failure of the Contractor to carry out the job as specified in the scope of work and Scope of Work, POWERGRID shall have the power to get



the work done through outside contractor at the risk and cost of the Contractor

Contractor shall be responsible for deployment of manpower strength as indicated in Bill of Quantity, without fail. However, If the contractor fails to deploy sufficient manpower as agreed upon or in case un-authorized absence of the deployed personnel, deductions shall be made at 1.5 times the minimum wages applicable at that time. The deductions shall be made for the number and category of the manpower not deployed by the contractor as per deployment schedule as indicated in the Bill of Quantity.

## **STATUTORY & OTHER RESPONSIBILITIES OF THE CONTRACTOR**

### **DEPLOYMENT OF MANPOWER UNDER THE CONTRACT:**

Persons deployed by the Contractor for carrying the work as per the scope of work shall be the employees of the Contractor and POWERGRID shall have no responsibility towards their employment or liabilities/ responsibilities arising under all relevant acts and safety rules.

**Minimum Manpower Requirement:** Minimum requirement of category wise manpower for execution of various works under the contract to be deployed has been indicated in the Scope of Work (Volume-II) as well as in the BOQ/ Price schedules.

However, contractor shall be free to deploy more number of labours/ manpower as per their assessment of work. The cost implication of additional manpower as considered necessary by the bidder may be incorporated in the service charges only and no other claim on this account shall be entertained.

Contractor has to deploy sufficient man power as specified in Bill of Quantity / or as per instructions of Officer-in-charge whenever required for carrying out the work in absence of which deductions shall be made as per Clause 16.0 referred above

**The contract thus entered into between Contractor and his employees shall have no bearing or binding of whatsoever nature on POWERGRID. In this regard the Contractor should give specific letter to his employees mentioning the terms and conditions of their engagement including the period for which they will be engaged. It should also be stated that the services shall be terminated on expiry of the contract period or completion of work.**



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**17.1.4** The Contractor shall exercise control/ supervision of his employees from day to day work. The Contractor shall deploy its representative to act as an interface between the Contractor and the Officer-in-charge of POWERGRID for effective discharge of services envisaged under the contract and shall be available in the office premises as per requirement.

POWERGRID will not retain any control, supervision or the manner of discharge /dismissal or retrenchment or re-employment of the employees engaged / employed by the contractor.

**17.1.5** The Contractor/ Contractor shall maintain all the records such as Name, Father's name, Photograph, Age, Sex, Educational Qualifications, present and permanent addresses along with proof of age and details of the dependent family members as required under various provisions of labour laws and acts for the persons deployed by them in the POWERGRID premises. Contractor has to produce these records as and when required by POWERGRID or the concerned statutory authorities for inspection. In case it is found that Contractor has not complied with any statutory requirement under various labour laws/ acts, POWERGRID being the principal employer shall make the payment and will recover the same with penalty/surcharge from the due payment of the Contractor.

The contractor shall also before the actual deployment of personnel, submit a certificate from a Registered Medical Practitioner certifying that the person deployed is physically, mentally fit (free from any kind of infectious disease in case of those deployed in Catering services). Such certificate shall be submitted for each person deployed once in a year. However, in case of those engaged in catering, the certificate should be submitted once in every quarter.

**17.1.6** The contractor shall make arrangement to issue Identity cards to each of the Employees, for entry into the premises which shall have name of employee, place of work, name of the contractor and photograph verified by the Contractor. The Identity Cards shall be issued by the contractor at his own cost. Power Grid security staff shall be at liberty to exercise check on any of the Employees while entering, search them in the premises, during the work and while leaving from the premises. A copy of police verification of all the employees shall be submitted while seeking entry pass for our security.

**17.1.7** **Uniform & Shoes**  
All persons engaged for the work shall wear safety shoe and specified dress



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during the work hours. Contractor shall provide uniforms (colour will be intimated by Officer-in-Charge), shoe to each personnel as specified in SCC (Specification of items are to be approved by Officer-in-charge on production of samples) and cost for the same will be reimbursed by POWERGRID, in the first month of contract. **The contractor should submit the bill along with first running bill for reimbursement of expenditure incurred by the contractor for issuing of uniform and shoes.**

Further, cooks working in transit camp/Cafeteria shall also be provided one pair of white cotton apron and cap in addition to uniform detailed above.

17.1.8 The contractor shall make his own arrangement for providing all facilities like lodging & boarding etc for his workers, while on outstation assignments whenever/ wherever required.

17.1.9 Contractor shall also make out an **Attendance card/ wage card** with endorsement of Time-in and Time-out for each employee deployed for the work under the contract. In case the Contractor does not make the payment to his employee on the specified date mentioned in the attendance/wage card, POWERGRID reserves right to make adhoc payment to the personnel deployed by the contractor and deduct the same from the amount payable to the contractor after adding 15% overheads charges.

17.1.10 The Contractor shall have the sole discretion of employing and terminating the services etc. of their employees. In case of termination of the services of their employee, the contractor shall ensure that wages and other dues payable is made within 48 hours of the termination. In case it is felt by the Officer-in-charge or his authorized representative that any workmen of the Contractor is not suitable for carrying out the job, then the contractor has to take the necessary corrective action immediately on receiving official communication from POWERGRID.

17.1.11 Payment to the personnel shall be made monthly on actual basis through a/c payee cheque or as per direction of officer incharge before 7th of every month, in presence of Officer-in-charge or his authorized representative.

17.1.12 The Contractor shall be responsible for good conduct of his employees. In case of misconduct, contractor shall take prompt disciplinary action as per "Model Standing Orders" on the advice of Officer-in-charge, POWERGRID.

#### 18.0 COMPLIANCE WITH LABOUR REGULATIONS



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18.1

Contractor shall keep POWERGRID indemnified and  
whosoever on account of statutory payments, costs, expenses and charges  
arising out of personal injury / disability or death of contractor's employees  
caused by any reason whatsoever. POWERGRID will not be responsible for  
any injury, damage etc. caused to any of the personnel put on the job by  
contractor directly or indirectly. In the event of any claim, the Contractor will  
be solely responsible to settle such claims and POWERGRID will not  
entertain any claim whatsoever in this regard.

18.2

The contractor shall pay to the personnel employed by him the wages not  
less than prevailing Minimum wages as notified by the concerned  
Regional Labour Commissioner (Central) from time to time or the State  
Government in Zone specified in SCC, whichever is higher in the presence of  
POWERGRID authorised representative. Documentary proof of payment of  
minimum wages having signature of Contractor or his authorized  
representative, POWERGRID representative and concerned worker shall be  
kept in records. Contractor has to ensure the payment to his labours latest by  
seventh of every month in presence of POWERGRID representative,  
irrespective of payments from POWERGRID towards bill raised, failing  
which payments can be made directly from the bill and suitable action can be  
taken against the contractor.

18.3

During continuance of the contract, the Contractor and his sub-contractors  
shall abide at all times by all applicable existing labour enactments and rules  
made thereunder, regulations, notifications and byelaws of the State or  
Central Government or local authority and any other labour law (including  
rules), regulations, bye laws that may be passed or notification that may be  
issued under any labour law in future either by the State or the Central  
Government or the local authority or any other law being implemented in  
POWERGIRD or any modifications thereof or any other law relating thereto  
and rules made thereunder from time to time. The employees of the  
Contractor in no case shall be treated as the employees of the Owner at any  
point of time.

18.4

If the Owner is caused to pay under any law as Principal Owner such amount  
as may be necessary to cause or observe, or for non-observance of the  
provisions stipulated in the Notifications /Byelaws /Acts/ Rules/  
Regulations including amendments, if any, on the part of the Contractor, the  
Owner shall have the right to deduct such amount from the Contractor under  
this contract or any other contract with the Owner including his amount of  
performance security for adjusting the aforesaid payment. The Owner shall  
also have right to recover from the Contractor any sum required or estimated



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to be required for making good the loss or damage suffered by the Owner.

## LABOUR LAW PROVISION

The contractor shall in respect of Employees employed by him comply with all labour laws applicable to the personnel engaged by him for carrying out work and POWERGRID shall bear no liability whatsoever towards any violation by the contractor in this regard.

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

**Employees Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

The Contractor shall be liable to deposit the compensation as prescribed under this Act with the Commissioner of Workman Compensation within one month from the date of accident, in case of fatal injury.

The contractor shall be liable to disburse the compensation as prescribed under this Act within the stipulated time frame, in case of non-fatal injury.

The Contractor shall bear all the expenses incurred in connection with the medical treatment of the workers.

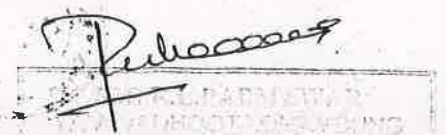
The Contractor shall make a payment of Rs. 15,000/- towards funeral expenses and bear the expenditure towards sending the dead body to the home town of the deceased or the actual place of cremation.

The Contractor shall take an Insurance policy covering for risks under this Act at the time of commencement of contract and submit proof of the same to the Officer-in-charge of POWERGRID, failing which, the Contractor shall not be allowed to commence the work.

**Employees Provident Fund and Miscellaneous Provisions Act 1952:**

The contractor shall be required to obtain a PF code from the concerned PF authority immediately after award of the contract and submit documentary proof to the effect to POWERGRID.

The contractor shall ensure opening an individual Provident Fund account for



the worker engaged and submit documentary proof to POWERGRID.

- iii) The contractor shall remit monthly provident fund contribution of employees and employers within 15 days from the date of disbursement of wages
- iv) The contractor shall submit a copy of Form 3A submitted by him to PF Authority, to POWERGRID.
- v) The contractor shall submit a copy of Form 12A submitted by him to the PF Authority on monthly basis (details of PF deposited/deducted in respect of employees and employers to the Officer-in-charge of POWERGRID.
- vi) The Contractor shall submit a copy of Form 6A submitted by him to the PF Authority on an Annual basis/ on expiry of contract, to POWERGRID.
- c) **Contract Labour (Regulation & Abolition) Act 1970:**
  - i) The Contractor shall obtain labour license under the provisions of the Act.
  - ii) The Contractor shall display Notice in English & Hindi of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid wages.
  - ii) The Contractor shall submit the Return regarding commencement and completion of contract in Form VIA.
  - iv) The Contractor shall maintain Register of workmen employed by him in POWERGRID in Form XIII.
  - vi) The Contractor shall issue an Employment Card to the workers engaged by him in POWERGRID in Form XIV, within 3 days of employment of the worker.
  - vi) The Contractor shall issue Service Certificate in Form XV to the workmen whose services have been terminated by him.
  - vii) The Contractor shall maintain Muster Roll in respect of the workers engaged by him in POWERGRID in Form XVI.
  - viii) The Contractor shall maintain Wage Register in respect of the workers engaged by him in POWERGRID in Form XVII.



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- ix) The Contractor shall maintain Register of Wage-cum-Muster Roll in respect of workers engaged by him in POWERGRID in Form XVIII.
- x) The Contractor shall issue Wage slip to all the workers engaged by him in POWERGRID.
- xi) The Contractor shall maintain Register of Deductions (Form XX), Register of Fines (Form XXI), Register of Advances (Form XXII), Register of Overtime (Form XXIII) in respect of the workers engaged by him in POWERGRID.
- xii) The Contractor shall send Half yearly return in Form XXIV in duplicate to the Licensing Officer concerned within prescribed time limit.
- xiii) The Contractor shall issue Photo Identity Card to the workers engaged by him in POWERGRID under his seal and signature.
- d) **Minimum Wages Act 1948 :**
- i) The workers engaged by the Contractor for carrying out the operations as mentioned in the BOQ shall be paid Minimum wages as notified by the Appropriate Authority from time to time.
- ii) The workers engaged by the Contractor shall be paid wages for 8 hours of normal work per day. In case any worker is required to work beyond 48 hours in a week or more than 9 hours in a day, he shall be paid Overtime at the prescribed premium rates by the Contractor.
- iii) The workers engaged by the Contractor shall be provided a day of rest in every period of seven days with remuneration.
- iv) The workers engaged by the Contractor shall be issued Wage Slip.
- v) The Contractor shall display Notice containing minimum rates of wages, name and address of the inspector in English and Hindi.
- vi) The Contractor shall send annually a Return in Form III to the concerned authority.
- e) **Payment of Wages Act 1936 :**
- i) The Contractor shall pay wages to the workers engaged by him by 7th day of the following month.

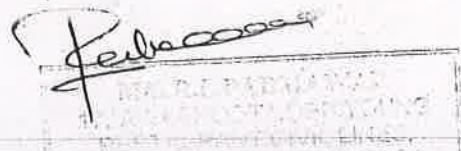


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- ii) The Wages shall be paid to the workers either by online ECS or direct transfer to their bank account or through A/C Payee cheque in the presence of Officer-in-charge or his authorised representative without deduction of any kind except those that are authorised under this Act
- f) **Equal Remuneration Act 1976:**  
The Contractor shall not pay to any worker engaged by him, remuneration at rates less favourable than those at which remuneration is paid by the Contractor to the workers of the opposite sex for performing any job at POWERGRID premises.
- g) **Child Labour (Regulation and Abolition) Act 1986:**  
The Contractor shall not be allowed to engage child labour as defined under the law in the premises of POWERGRID for carrying out any work under the contract.
- h) **Employees State Insurance Act 1948 :**
- i) The Contractor shall be required to obtain ESI code from the concerned authority, immediately after the award of contract, wherever ESI is applicable and submit the documentary proof of the same to POWERGRID.
- ii) The Contractor shall ensure opening of individual ESI account of the employees, wherever ESI is applicable and submit the documentary proof of the same to POWERGRID.
- iii) The Contractor shall ensure that the employees are issued ESI cards by the prescribed authorities.
- iv) The Contractor shall remit ESI contribution of employees together with employers within 21 days of the last day of the calendar month in which the contribution falls due and submit proof of such remittance along with monthly bills to POWERGRID.
- iv) The Contractor shall send a return of contribution in Form 5 before 12<sup>th</sup> May and 12<sup>th</sup> November of every year to ESI office and submit a copy of the return to Officer-in-charge, POWERGRID.
- v) If ESI is not applicable in the area, Workmen Compensation Policy may be obtained as per Workmen Compensation Act 1923.
- i) **Building and Other Construction Workers (Regulation of Employment**



- v) The Contractor shall furnish in respect of every migrant worker who ceases to be employed, a Return in Form XI to the concerned authorities in both the states within 15 days from the date such migrant worker ceases to be employed along with a declaration that all the wages and other dues payable and the fare of return journey back to state have been paid.
- k) **Payment of Bonus Act 1965:**  
The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.10,000/- per month or less. The bonus in case of employees getting Rs.3,500/- per month or above upto Rs.10,000/- per month shall be worked out by taking wages as Rs.3,500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act. The Contractor shall be solely responsible for payment of bonus under the Payment of Bonus Act.
- l) **Payment of Gratuity Act 1972:**  
Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees. The Contractor shall be solely responsible for payment of gratuity under the Payment of Gratuity Act.
- m) **Maternity Benefit Act 1951:**  
The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- n) **Industrial Dispute Act 1947:**  
The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- o) **Industrial Employment (Standing Orders) Act 1946:**  
It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Owner on matters provided in the Act and get the same



certified by the designated Authority.

p)

**Trade Unions Act 1926:**

The Act lays down the procedure for registration of trade unions of workmen and Owners. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

q)

**Factories Act 1948:**

The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

20.0

**OBSERVANCE OF SA: 8000 STANDARDS:**

POWERGRID is a socially accountable organisation and is committed to protecting the legal rights of workers engaged in its business. POWERGRID is at present certified under the SA:8000:2008 Standards (latest Standard available at [www.sa-intl.org](http://www.sa-intl.org)). Accordingly, POWERGRID as well as the Contractors/Agencies/Vendors working for POWERGRID are also bound to comply with this Standard for ensuring social accountability in all areas of its activities. Accordingly, Contractor shall be responsible for observance of SA 8000 standards. All the costs/ expenses towards compliance of SA 8000 provisions (if any) shall be to the account of contractor/bidder and the bidder shall be responsible for keeping these expenses into account and quote their service charges accordingly. The contractor/agency/vendor shall submit an undertaking before the actual start of work, regarding his commitment for compliance of the SA:8000 standards.

The contractor shall stand committed to comply all requirements of Social Accountability Standards i.e., SA8000:2008 and maintain the necessary records. Major requirement of Social Accountability Standards are briefed below.

20.1

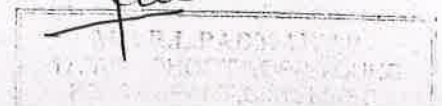
**Child Labour :**

No workers below the age of 14 shall be engaged under this contract.

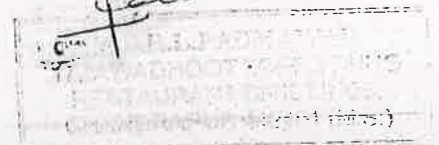
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**Forced Labour :**

No forced labour, including prison or debt bondage labour; no lodging of deposits or identity papers by employers or outside recruiters.



- 20.3 **Health and Safety:**  
Provide a safe and healthy work environment; take steps to prevent injuries, regular health and safety worker training; system to detect threats to health and safety' access to bath rooms and potable water.
- 20.4 **Freedom of Association and right to collective bargaining:**  
Respect the right to form and join trade unions or associations and bargain collectively.
- 20.5 **Discrimination:**  
No discrimination based on race, caste or political affiliation, or age; no sexual harassment.
- 20.6 **Discipline:** No corporal punishment, mental or physical coercion or verbal abuse.
- 20.7 **Working Hours:**  
Comply with the applicable law but, in any event, no more than 48 hours per week with at least one day off for every seven day period; voluntary overtime paid at a premium rate and not to exceed 12 hours per week on a regular basis; overtime may be mandatory if part of a collective bargaining agreement.
- 20.8 **Remuneration:**  
Wages paid for standard work week must meet the legal and industry standards and be sufficient to meet the basic need of workers and their families; no disciplinary deductions
- 21.0 **INSURANCE UNDER WORKMEN'S COMPENSATION ACT AND OTHER LIABILITIES:**
- 21.1 Workmen compensation Insurance policy shall be taken by the contractor in the joint name with POWERGRID as principal employer and shall be project/ site specific. The cost to be incurred on workmen compensation insurance shall be considered to be included in the bid price (overhead charges/service charges quoted by the bidder).
- 21.2 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law against all perils and the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be of the Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his





contractual responsibilities and obligations.

- 21.3 Insurance such as third party liability, or any other insurance required shall be arranged by the Contractor at his cost and expense.
- 21.4 In absence of valid Workmen Compensation Insurance policy, compensation as decided by the labour commissioner/authority shall be payable by the contractor in case of any accidental death/ injury. POWERGRID shall not be liable for any such payments.
- 21.5 In the event of failure on the part of the Contractor to deposit the compensation with the concerned labour authorities, within the stipulated period of one month from the date of accident (if any), POWERGRID may take necessary action to deposit the same with the concerned authorities and shall recover/ adjust the amount deposited from the bills submitted by the contractor anywhere in POWERGRID.
- 22.0 **SAFETY ASPECTS/ EMPLOYEES WELFARE:**
- 22.1 **Personal Protective Equipments (PPEs):** The PPEs to be supplied by Powergrid shall be as per the Scope of the Work. Rest of the PPEs shall be deployed by contractor free of cost.
- 22.2 Contractor will take all safety measures and ensure that personal protective devices are being used by his workers at the time of work.
- 22.3 The Contractor shall also be responsible for safety of all workmen employed by them and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of workers during the execution of contract. POWERGRID shall bear no liability whatsoever towards any violations by the Contractor in this regard.
- 22.4 In case of any accident during the work, it will be Contractor's responsibility to lodge FIR at Police Station immediately with written information to POWERGRID and make available best treatment to the injured including lodging of insurance claim.
- 22.5 **Compensation for death/ injury in case of accident:** In case of any accident during performance of work, contractor shall be responsible for (i) payment of medical expenses as per actual in case of injury and (ii) Payment of funeral expanses @ 15,000/- plus expenditure towards sending the dead body to the



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home town of the deceased or the actual place of cremation.

22.6 The amount mentioned above shall be in addition to the compensation payable under the relevant provision of the Workmen's Compensation Act and rules framed thereunder or any other applicable laws as applicable from time to time. In case the Contractor does not pay the above mentioned amount, such amount shall be recovered by POWERGRID from any monies due or becoming due to the contractor under the contract or any other ongoing contract and passed on to the affected workman.

**23.0 THEFT/DAMAGE BY CONTRACTOR'S DEPLOYED PERSONNEL:**

23.1 If the damage/theft is caused to the POWERGRID asset/property/office equipment/tools and plants by the personnel deployed by the contractor, than the contractor shall bear the cost of repair or replacement as per direction of Officer-in-Charge.

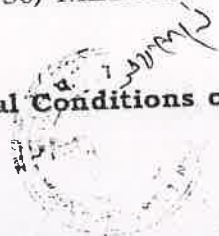
23.2 Any loss or damage arising out of mishandling of the POWERGRID's T&P/materials, due to negligence and/or carelessness and/or lack of knowledge of contractor's employees, shall be to contractor's account. POWERGRID shall be at liberty to recover such damages from the contractor out of outstanding dues, Contract Performance Guarantee or any other means available with the POWERGRID.

**24.0 CONDUCT & DISCIPLINE:**

24.1 The personnel deployed by the contractor shall not at any time do, cause or permit any nuisance in area of work in POWERGRID office and/or actual work site or do nothing which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally. If any personnel deployed by the contractor is found creating any nuisance then necessary action as deemed fit shall be taken by the Contractor, immediately on receipt of such information from the Officer-in-charge or his authorised representative.

24.2 Contractor shall be responsible in case any of his employees or ex-employees creates unwanted situation unwanted shouting, raises slogans against anybody within the office premises or actual work site at any time during the currency of the Contract. This act shall be considered as breach of the Contract and shall be dealt with accordingly.

~~24.3 The Contractor shall at all times indemnify the Corporation against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, the~~



Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947 and Maternity benefit Act, 1961 or any modifications thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the Works, whether in the employment of the Contractor or not, save and except where such accident or injury has resulted from any act of the Corporation, his agents or servants, and also against all costs, charges and expenses of any suit, action or proceedings arising out of such accident or injury and against all sum or sums which may with the consent to the Contractor be paid to compromise or compound any claim. Without limiting his obligations and liabilities as above provided, the Contractor shall insure against all claims, damages or compensation payable under the Workmen's Compensation Act, 1923 or any modification thereof or any other law relating thereto.

25.0 **SUB-LETTING OF WORK**

The contractor shall not sublet any portion of the contract without the prior approval of the competent authority.

26.0 **INSTRUCTIONS AND NOTICES**

26.1 Subject to as otherwise provided in this Contract, all notices to be given on behalf of the Corporation and all other actions to be taken on its behalf may be given or taken by the Officer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Officer-in-Charge.

26.2 All instructions, notices and communications, etc. under the Contract shall be given in writing and if sent by registered post to the last known place of abode or business of the Contractor shall be deemed to have been served on the date when in the ordinary course of post these would have been delivered to him. It is a condition of this Contract that the Owner shall not be responsible for postal delays/defaults in delivery.

26.3 The Contractor or his Agent shall be in attendance at the site(s) during all working hours and shall superintend the execution of the works with such additional assistance in each trade as the Officer-in-Charge may consider necessary. Orders/ instructions given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself.

26.4 The Officer-in-Charge shall communicate or confirm the instructions to the



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Contractor in respect of the execution of work in "Works Site" shall be maintained in the office of the Officer-in-Charge and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this Book. If required by the Contractor he shall be furnished a certified true copy or a Photostat copy of such instruction(s).

**27.0 FORECLOSURE OF CONTRACT IN FULL OR IN PART DUE TO ABANDONMENT OR REDUCTION IN SCOPE OF WORK**

27.1 If at any time after acceptance of the Tender and execution of the agreement, the Owner shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Officer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

27.2 The Contractor shall, if required by the Officer-in-Charge, furnish to him the books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

**28.0 TERMINATION OF CONTRACT ON DEATH**

28.1 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Accepting Authority is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing Contract, the Accepting Authority shall have Powers to cancel the Contract in respect of its uncompleted part without the Owner being in any way liable to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Accepting Authority to the effect the legal representatives of deceased Contractor or the surviving partners of the Contractor's firm cannot carryout and complete the Contract shall be final and binding on the parties. In the event of such cancellation, the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners



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of the Contractor's firm liable for any damages for not completing Contract.

29.0 CANCELLATION OF CONTRACT IN FULL OR IN PART

29.1 If the Contractor:

- a) At any time makes default in proceeding with the works with due diligence and continues to do so after a notice in writing of 7 days from the Office-in-Charge, or
- b) commits default in complying with any of the Terms and Conditions of Contract agreement and does not remedy it or take effective step to remedy it within 7 days after a notice in writing is given to him in that behalf by the Officer-in-Charge; or
- c) fails to commence the works or items of work with individual dates of commencement and does not complete them within the period specified in a notice given in writing, by the Officer-in-Charge or
- d) shall offer, or give or agree to give to any person in Corporation's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract from the Corporation; or
- e) shall enter into a Contract Agreement with the Corporation in connection with which, commission has been paid or agreed to be paid by him in his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Officer-in-Charge; or
- f) shall obtain a contract with the Corporation as a result of forming a cartel of ring Tendering or other non-bonafide methods of competitive Tendering; or
- g) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation for composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport, so to



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do, or if any application be made under any Insolvency Act for the same being in force; for the sequestration of his estate or if it is just and equitable by him for benefit of his creditors; or

h) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

i) Shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 years; or

j) Assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or sublet the entire works or any portion thereof without the prior written approval of the Officer-in-Charge;

k) The Officer-in-charge may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Corporation by written notice cancel the Contract as whole or only such items of work in default from the Contract.

29.2 The Accepting Authority shall on such cancellation have powers to:

a) Carryout the incomplete work by any means at the risk and cost of the Contractor.

29.3 On cancellation of the contract in full or in part the accepting Authority shall determine what amount, if any, is recoverable from the Contractor for completion of works or part of the works or in case the works is not completed, the loss or damage estimated to suffer by the Corporation. In determining the amount, credit shall be given to the Contractor for the value of the work unpaid executed by him up to the time of cancellation, the value of Contractor's material taken over and incorporated in the work, and use of tackle and machinery belonging to the Contractor.

29.4 Any excess expenditure incurred or to be incurred by the Corporation in completing, the works or part of the works or the excess loss or damages suffered or may be suffered by the Corporation as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money are not sufficient the Contractor shall be called



upon in writing to pay the same within 30 days.

### 30.0 RISK PERFORMANCE

30.1 In the event of failure of the contractor to execute the contract as per the terms and conditions of contract, POWERGRID reserves the right to get the work done from outside agencies, at the risk and cost of the contractor.

30.2 Notwithstanding anything stated hereinabove, POWERGRID reserves the right to terminate the contract by giving one month written notice to the contractor without assigning any reason whatsoever.

30.3 In case of failure in deployment of manpower at any time, necessary recovery towards non-deployment shall be made from the running bill @ 1.5 times of the applicable minimum wages, prevailing at that time.

### 31.0 URGENT WORKS

If any urgent work (in respect whereof the decision of the Office-in-Charge shall be final and binding) becomes necessary and the Contractor is unable or unwilling at once to deploy the personnel to carry it out, the POWERGRID may on its own or through other agency carry out the work, as officer-in-charge considered necessary. If the Urgent work shall be such as the Contractor is liable under the Contract to deploy the manpower at his expenses, all expenses incurred on it by POWERGRID shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

### 32.0 CHANGES IN CONSTITUTION

Where the Contractor is a partnership firm, prior approval in writing of the Accepting Authority shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership firm which would have the right to carry out the work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of Clause 29.1 hereof and the same action may be taken and the same consequence shall ensure as provided for in the said clause 29.0.

### 33.0 SPECIFICATIONS



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33.1 The Contractor shall conform with the provisions laid down in the Scope of Work / specifications issued to the Tenderer by the owner.

#### 34.0 OWNER'S LIEN ON MATERIAL/EQUIPMENT

34.1 The owner shall have lien on all equipment including those of the Contractor brought to the site for the purpose of execution of Work as specified in the Scope of Work under the contract. The owner shall continue to hold the lien on all such equipment/material throughout the period of contract. No material brought to the site shall be removed from the site by the Contractor and/or his sub-Contractors without the prior written approval of the Officer-in-Charge.

#### 35.0 VALUATION AND PAYMENT

##### 35.1 Records and Measurement

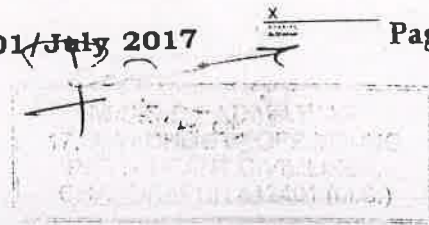
The Officer-in-Charge shall, except as otherwise stated, ascertain and determine by measurement, the value in accordance with the Contract work done.

35.2 All items having a financial value shall be entered in Measurement Book, level book etc. prescribed by the Corporation so that a complete record is obtained of all work performed under the Contract.

35.3 Measurement shall be taken jointly by the Officer-in-Charge or his authorized representative and by the Contractor or his authorized representative and signed by both parties in token of their correctness and acceptance.

35.4 Before taking measurements of any work the Officer-in-Charge or the person deputed by him for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send an authorized representative for measurement after such a notice or fails to countersign or to record his objection within a week from the date of measurement, then in any such event measurements taken by the Officer-in-Charge or by the person deputed by him shall be taken to be correct measurements of the work.

35.5 Measurements shall be signed and dated by both parties on the site on completion of measurement. If the Contractor objects to any measurements recorded on behalf of the Corporation a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be





signed and dated by both parties engaged in taking the measurement. The decision of the Accepting Authority on any such dispute or difference or interpretation shall be final and binding.

### 36.0 METHODS OF MEASUREMENT

36.1 Except where any general or detailed description of the work is shown, Bill of Quantities shall be deemed to have been prepared and measurements shall be taken in accordance with the procedure set forth in the Schedule / Specification notwithstanding any provision in the relevant Standard Method of Measurement or any general or local custom.

### 37.0 PAYMENT ON ACCOUNT

37.1 The payment to the Contractor under the Contract will be made by the owner as per the guidelines and conditions specified hereunder:

37.2 Payment shall be released to the contractor on monthly basis. 100% of the monthly bill shall be paid after deduction of statutory taxes & levies and security deposit, if applicable as detailed in SCC.

37.3 First Bill shall be paid on the

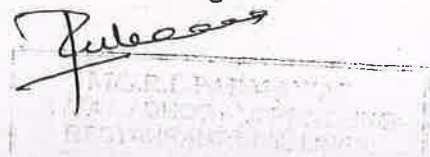
- a) Signing of Contract Agreement
- b) Submission of CPG if contractor opt for CPG in lieu of Security Deposit.

37.4 Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the contractor. POWERGRID shall affect TDS as per the rules / statutory requirements and issue TDS certificate.

37.5 Attendance cum wage/payment register is required to be authenticated by the contractor and to be verified by Officer-in-charge or his authorised representative before releasing the payment to the contractor.

37.6 The bills are required to be submitted to the Officer-in-Charge and payment will be released by F&A department as mentioned in SCC, after verification & certification by the officer-in-charge.

### 38.0 MODE OF PAYMENT



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

**39.0 ADVANCES FOR MATERIALS BROUGHT TO SITE FOR INCORPORATION IN WORKS**

No advance payment shall be made.

**40.0 BILL ADVANCE**

No Bill advance shall be paid.

**41.0 SETTLEMENT OF DISPUTES**

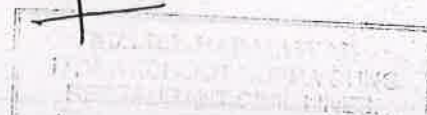
41.1 Any dispute(s) or difference(s) arising out of or in connection with contract shall, to the extent possible, be settled amicably between the parties.

41.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Accepting Authority, who within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the Contractor.

41.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the owner requires arbitration as hereinafter provided or not.

41.4 If after the Accepting Authority has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

41.5 In the event of the Accepting Authority failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned



period of thirty (30) days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

#### 42.0 OVERPAYMENTS AND UNDERPAYMENTS

- 42.1 Wherever any claim for the payment of a sum of money to the Owner arises out of or under this Contract against the Contractor same may be deducted by Owner from any sum then due or which at any time thereafter may become due to the Contractor under this contract and failing that, under any other Contract of the Contractor with the Owner or from any other sum due to the Contractor from the Owner which may be available with the Owner or from his Contract Performance Guarantee the Contractor shall pay the claim on demand.
- 42.2 The Owner reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. the Owner further reserve the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an arbitrator appointed under Condition 43.0 of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.
- 42.3 If as a result of such audit and technical examination any overpayment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Owner from the Contractor by any or all of the methods prescribed above, if any underpayment is discovered, the amount shall be duly paid to the Contractor by the Owner.
- 42.4 Provided that the aforesaid right of the Owner to adjust overpayments against amounts due to the Contractor under any other Contract with the Owner shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is MINUS bill, from the date the amount payable by the Contractor under the MINUS final bill is communicated to the Contractor.
- 42.5 Any amount due to the Contractor under this Contract as underpayment may be adjusted against any amount against this Contract or any other dues which may at any time, thereafter become due before payment is made to the Contractor, from him to the Owner on any other Contract or account whatsoever.

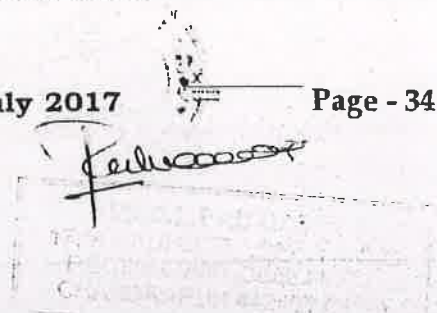


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Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the person in the capacity of Executive Director of the Power Grid Corporation of India Limited, and if the Executive Director is unavailable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman and Managing Director, POWERGRID, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of the Power Grid Corporation of India Ltd., and that he had to deal with the matters to which the Contract relates and that in the course of his duties as such he has expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act, Chairman and Managing Director, Power Grid Corporation of India Ltd. shall appoint another person to act as arbitrator in accordance with the terms and conditions of the Contract. It is also a term of this contract that no person other than a person appointed by CMD, POWERGRID as aforesaid should act as arbitrator and if for any reason that is not possible the matter is not to be referred to arbitration at all.

The above shall accept otherwise stipulated apply to Contracts whose value does not exceed Rs. Fifty lakhs. For Contract Value exceeding Rs. Fifty lakhs, in the event of any differences/disputes which cannot be resolved amicably, aggrieved party as Claimant shall serve a notice of his/ their disagreement/ dispute having arisen on the opposite party (Respondent) calling upon later to nominate his/their nominee as arbitrator within three months of the date of such notice and that in the event of failure in nominating arbitrator by the Respondent within three months of the notice by the claimant, the arbitrator nominated by the Claimant shall become the Sole Arbitrator.

~~Where, however, if both the party nominates one arbitrator each i.e. Contractor nominates one person to act as arbitrator and POWERGRID nominate one arbitrator, as required under Indian Arbitration Act 1996, both~~



the arbitrators shall appoint umpire, before entering into the reference in disagreement/dispute before the two arbitrators enter into the reference.

Subject as aforesaid the provisions of the Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the Contract that the party invoking the arbitration shall specify the dispute/ disputes to be referred to arbitration under this clause together with the amount/amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of parties enlarge the time, for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payments due or payable to the Contractor shall be withheld on account of such proceedings.

The arbitrator / Arbitrators shall be deemed to have entered on the reference on the date he/they issue notice to both the parties fixing the date of hearing and holding the arbitration proceedings referred to him/them.

The venue of arbitration shall be such place as may be fixed by the arbitrators in his/their sole discretion.

The award of the arbitrators/umpire as the case may be shall be reasoned, final, conclusive and binding on all parties to his Contract.

The cost of arbitration shall be borne by the parties to the dispute; as may be decided by the arbitrator(s).

In the event of dispute or differences arising between one public sector enterprise and a Govt. department or between two public sector enterprises the above stipulations shall not apply, the provisions of BPE office memorandum No.BPE/GL-001-76/MAN/2(110-75-BPE(gmi-10 dated 1<sup>st</sup> Jan, 1976 or its amendments for arbitration shall be applicable.

#### 44.0 LAWS & JURISDICTION OF CONTRACT

44.1 This contract shall be governed by the Indian Laws for the time being in force.

44.2 The laws applicable to the contract shall be the laws in force in India. The courts of Nagpur shall have jurisdiction in all matters arising under the contract, including execution of arbitration awards under clause 43.0



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contained herein.

45.0 PROTECTION OF ENVIRONMENT

45.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as consequence of his methods of operation.

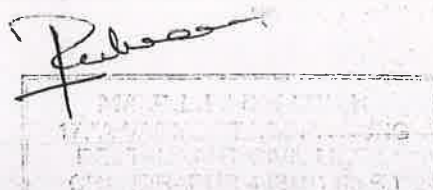
45.2 During continuance of the Contract, the Contractor and his Sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

45.3 Salient features of some of the major laws that are applicable are given below:

(a) The Water (Prevention and Control of Pollution) Act, 1974, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

(b) The Air (Prevention and Control of Pollution) Act, 1981, This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

(c) The Environment (Protection) Act, 1986, This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.



(d) The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto; Hazardous substance means any substance or preparation which is defined as hazardous substance under Environment (Protection) Act, 1986, and exceeding such quantity as may be specified by notification by the Central Government.

45.4 The Contractor shall (a) establish an operational system of managing environmental impacts, (b) carry out all the monitoring and mitigation measures set forth in the environment management plan attached to the Special Conditions of Contract as Appendix-I, and (c) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit to the Employer (quarterly) semi-annual) reports on the carrying out of such measures.

45.5 The Contractor shall conduct health and safety programme for workers employed under the Contract and shall include information on the risk of sexually transmitted diseases, including HIV/AIDS in such programs.



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*Peelmore*

17. DAY OF JANUARY 1968  
REGISTERED MAIL  
CHANDLER DISTRICT (S)



**SECTION - V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**



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APPROVED BY
DATE
OFFICE
CHIEF ENGINEER (U.D.)

SPECIAL CONDITIONS OF CONTRACT (SCC)

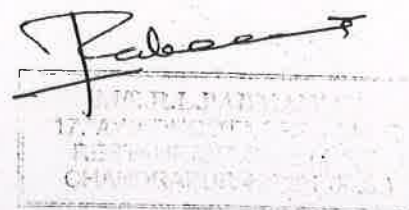
The following bid specific data shall amend and/or supplement the General Conditions of Contract (GCC)

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
1.	General	<p><b>Addition/ Deletion / Substitutions to the different section of the Bidding Documents</b></p> <ul style="list-style-type: none"> <li>- The words 'Bid' or 'Offer' shall have the same meaning as the word 'Tender'. These words have been used interchangeably and shall carry the same meaning.</li> <li>- The words 'Bidding Documents' or 'NFI Documents' shall have the same meaning as the words 'Tender Documents'. These words / expressions have been used interchangeably and shall carry the same meaning.</li> <li>- The word 'Bidder' shall have the same meaning as the word 'Tenderer'. These words have been used interchangeably and shall carry the same meaning.</li> <li>- The word 'Notice Inviting Tender' shall have the same meaning as the word 'Invitation for Bids'. These works have been used interchangeably and shall carry the same meaning.</li> <li>- The provision relating to Joint Venture/ Bids from Joint Venture appearing in the bidding Documents stand deleted as Joint Venture Bid is not applicable for subject package.</li> </ul>
2.	---	<p><b>Location</b></p> <p>The work shall be carried out at AMC for AMP Maintenance, day to day Works, Any Emergencies etc. of different Station Equipments of 400KV SS &amp; HVDC Station, Bhadrawati. The address of location of the work is as follows:</p> <p align="center"> <b>Sr. GM, Bhadrawati,                  2 x 500 MW HVDC Back to Back Station                  &amp; 400 KV AC Station, Village: Sunthana,                  Tahsil: Bhadrawati, Dist.                  Chandrapur-442902, (Maharashtra)                  Sh. S.S. Chaudhuri, Ph: 9434742003 / 07175266608</b> </p>

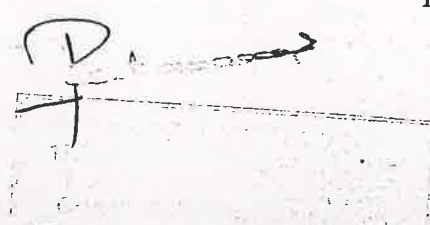


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3.	GCC 1.0(a)	<p>Supplementing Sub-Clause GCC 1.0 (a)</p> <p>The Owner is:  Power Grid Corporation of India Limited,  Western Region Transmission System - I,  Regional Head Quarters,  Sampriti Nagar, P.O.: Uppalwadi,  Nagpur - 440 026, Maharashtra.</p> <p>(Kind Attn.: Chief Manager (C&amp;M)  Telephone Nos.: (Thru Board) +91-712-2641478-79 Extn. 343;  Mobile: +91-9425293807 Fax Nos.: +91-712-2641366, 2650430  E-mail ID: Jayant.minz@powergridindia.com</p>
4.	GCC 1.0(b)	Accepting Authority shall be the authority competent, as per the Delegation of Powers of POWERGRID, to approve the award of work
5.	GCC 1.0 (i)	NA
6.	GCC 1.0(f) & 37.0	<p>Supplementing Sub-Clause GCC 1.0 (f) &amp; 36.2</p> <p>A) Sr.GM will be the engineer-in-charge for the subject work. The address of the Engineer-in-charge is as follows:</p> <p style="padding-left: 40px;">Sr. GM, Bhadrawati,  2 x 500 MW HVDC Back to Back Station  &amp; 400 KV AC Station, Village: Sumthana,  Tahsil: Bhadrawati, Dist.  Chandrapur-442902, (Maharashtra)  Sh. S.S. Chaudhuri, Ph: 9434742003 / 07175266608</p> <p>B) Sr.GM, Bhadrawati may authorise any of his officers as his representative for the execution of the subject work.</p>
7.	GCC 8.2	<p>Supplementing Sub-Clause GCC 8.2</p> <p>a) The earnest money submitted by the contractor along with the bid shall be converted to Initial Security Deposit. Thereafter, balance amount towards the Security Deposit of five percent (5%) of the Contract Price of Manpower Deployment and material cost part shall be deducted from the monthly bills at the end of each month. This deduction shall be continued till the</p>



		<p>total amount towards Security Deposit reaches Five per cent of the Contract Price of Manpower Dependent work cost.</p> <p>b) Security Deposit shall be released to the Contractor on successful completion of the works under the Contract.</p> <p>c) No interest shall be payable to the Contractor against EMI/EMI.</p>
8.	GCC 8.5 (b)	<p><b>Supplementing Sub-Clause 8.5 (b)</b></p> <p><b>List of Eligible Scheduled Commercial Private Indian Banks</b></p> <ol style="list-style-type: none"> <li>1. Axis Bank Limited</li> <li>2. Development Credit Bank Limited</li> <li>3. Federal Bank Limited</li> <li>4. HDFC Bank Limited</li> <li>5. IndusInd Bank Limited</li> <li>6. ING Vysya Bank Limited</li> <li>7. Karnataka Bank Limited</li> <li>8. Karur Vysya Bank Limited</li> <li>9. Kotak Mahindra Bank Limited</li> <li>10. Ratnakar Bank Limited</li> <li>11. South Indian Bank Limited</li> <li>12. Yes Bank Limited</li> <li>13. ICICI Bank Ltd.</li> </ol>
9.	GCC 9.0	<p><b>Supplementing Clause GCC 9.0</b></p> <p>The Contract Duration shall be <b>24 (twenty four) months</b> and shall commence from 15<sup>th</sup> day after issue of notification of award/Brief Letter of Award or as specified in the notification of award/Brief Letter of Award.</p> <p>Thereafter POWERGRID reserves the right to extend the contract for a further period of <b>12(twelve) months</b> or part thereof as per same terms and conditions.</p>
10.	GCC 5.0 & 6.0	<p><b>Addendum:</b></p> <p>In 3-2 Price Schedule and Bid Form-II, the rates indicated in the BOQ Schedule-1 shall be inclusive of all taxes, duties and levies but GST as applicable as per prevailing rate, shall be shown separately.</p> <p>For Schedule-2- Not applicable and Schedule-3-applicable (i.e. Reimbursement of Liveries) shall be inclusive of GST and other</p>



		applicable taxes
11.	GCC 5.5 & 18.2	<p>Supplementing Clause GCC 5.5 &amp; 18.2</p> <p>The Minimum Wages indicated in the BOQ/Price Schedule are to pay the minimum rates of wages for the employees employed in the 'Construction or maintenance of Roads or Runways or in Building Operation', etc. w.e.f. 01/04/2019 - Area- 'C' (Central Govt. Rate)</p>
12.	GCC 17.1.11	<p>Supplementing Clause GCC 17.1.11</p> <p>The agency is required to disburse the wages to the contract laborers employed by them as per the terms of the provision made in the payment of wages Act, on or before 7<sup>th</sup> of every month through 'On-line ECS Transfer' or 'Direct Remittance to their Bank Account'.</p>
13.	GCC 17.1.7	<p>Supplementing Clause GCC 17.1.7</p> <p>All persons engaged for the work shall wear shoe and specified dress during the work hours. Contractor shall provide two sets of uniforms (colour will be intimated by Engineer-in-Charge), one pair of shoe, once in a year during the Contract Period. (Items to be approved by Engineer-in-charge on production of samples.)</p>
14.	GCC 13.0	<p>Add new Clause after Clause GCC 13.0</p> <p>The quantities indicated in the bidding document are approximate and may vary to any extent individually. No revision of schedule of rate will be permitted for such variations.</p>
15.	GCC 37.0	<p>Add new Clauses after Clause GCC 37.0</p> <p>A) Payments shall be released by POWERGRID, I&amp;A Dept., Nagpur.</p> <p>B) Cost of Deployment of Manpower (Part-I): 95% Payment against Deployment of Manpower and special repair and misc. work shall be released on monthly basis at the end of each month, subject to submission of following documents along with Monthly bill:</p> <ol style="list-style-type: none"> <li>1. List of personnel deployed for POWERGRID work (To be submitted with each Bill).</li> <li>2. Proof of EPF monthly deposit with regional Provident Fund Commissioner, in the standard format as stipulated under the relevant act along with copies of challans vide which P contribution is deposited. (To be submitted with each Bill)</li> </ol>



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3. ESI for working personnel or Equal Medication r

4. GST Identification No. (

5. Bank details for ECS payment

The wages shall however be revised on the basis of  
from time to time. Same shall be reimbursed by POWERGRID  
production of documentary evidence upon submission of bills  
certification by the Engineer-in-charge.

5% against Deployment of Manpower and special repair and maintenance  
work shall be retained by POWERGRID as Security Deposit which  
shall be released after successful completion of the contract period.

**C) Cost of Consumable Items:**  
Not applicable for this work.

**D) Reimbursement of shoes, Uniform & Winter Liveries for Staff  
(Part-III):**  
100% Payment on pro rata basis against Reimbursement of shoes,  
Uniform & Winter Liveries etc. for Staff shall be made within 15  
days after disbursing the same to the eligible staff and on  
submission of the bills and certification by the Engineer-in-charge.  
**Applicable for this work.**

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

**The contractor shall submit its GST Identification No. (GSTIN)  
along with the first invoice for payment.**

Attendance cum wage/payment register is required to be  
authenticated by the contractor and to be verified by  
Engineer-in-charge or his authorized representative before releasing  
the payment to the contractor.

----- End of Section- SCC -----



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**SECTION - VI**

**SAMPLE FORMS AND PROCEDURES (FORMS)**



*P. Subramanyam*

MR. P. SUBRAMANYAM  
SECRETARY  
GOVERNMENT OF KARNATAKA  
BANGALORE

## 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 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) 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), 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



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GOVERNMENT OF INDIA  
MINISTRY OF ROAD TRANSPORT AND HIGHWAYS  
OFFICE OF THE SECRETARY  
NEW DELHI - 110015

2. BID SECURITY FORM

(To be stamped in accordance with Stamp Act on the Non-Judicial Stamp Paper)

Bank Guarantee No.: .....

Date: .....

To:  
Power Grid Corporation of India Limited,  
Western Region Transmission System - I,  
Regional Head Quarters,  
Sampriti Nagar, P.O.: Uppalwadi,  
Nagpur - 440 026, Maharashtra

WHEREAS M/s. .... (insert name of Bidder)..... having its Registered/Head Office at  
..... (insert address of the Bidder) ..... (hereinafter called "the Bidder") has  
submitted its Bid for the performance of the Contract for .....(insert name of  
Package ) ..... under .....(insert Specification No)..... (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  
.....(insert name of Employer)..... (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) In the event of e-Reverse Auction, if the bidder fails to submit the written acceptance for the lowest offered rate, if the bidder is L1 ; 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 case the successful bidder fails to commence the work after award.
- (7) In any other case specifically provided for in Bidding Document

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.

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 \_\_\_\_\_



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 \_\_\_\_\_  
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email \_\_\_\_\_

Common Seal of the Bank \_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Number(s): Tel. \_\_\_\_\_ Mobile \_\_\_\_\_

email \_\_\_\_\_

Note:

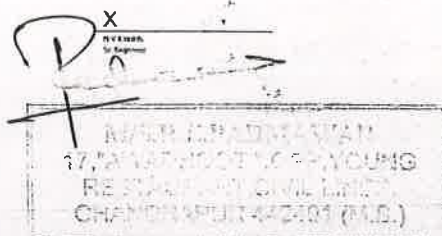
1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, 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]:

Quote

“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) \_\_\_\_\_.”

Unquote



3. PERFORMANCE SECURITY FORM

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the Issuing Bank)

Bank Guarantee No.: .....

Date: .....

To:  
Power Grid Corporation of India Ltd.  
Nagpur

In consideration of the Power Grid Corporation of India Ltd. having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016 (hereinafter referred to as the Employer/Corporation which expression shall unless repugnant to the context of meaning thereof, include its successors administrator and assign) having awarded to M/s..... with its registered/head office at ..... (hereinafter referred to as Contractor which expressions shall unless repugnant to the context or meaning hereof include its successors, administrators, executors and assigns) and the same having been acknowledged by the Contractor resulting in a Contract, bearing No. .... dt. .... valued at ..... for ..... (scope of contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to ..... percent of the said value of the contract to the Employer.

We

.....  
(Name & Address)

having its head office at ..... (hereinafter referred to as "Bank" which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer on demand any and all monies payable by the Contractor to the extent of ..... as aforesaid at any time upto ..... (day/months/year) without any demure, reservation, contest, recourse or protest and or without any reference to the Contractor.

Any such demand made by the Employer on the bank shall be conclusive and binding notwithstanding any difference between the Employer and Contractor or any dispute pending before any court, tribunal, arbitrator or any other authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein



X  
BY  
In Charge

*Paloo* → Page 6  
M. S. PALOO  
MANAGER  
NAGPUR  
POWER GRID CORPORATION OF INDIA LTD.  
NAGPUR

contained shall continue to be enforceable till the Employer discharges this guarantee.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the said Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Employer or any other indulgences shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that Employer at its option shall be entitled to enforce this guarantee against the bank as a principal debtor in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to ..... and it shall remain in force upto and including ..... 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 guarantee has been given.

Dated this ..... day of ..... 20 ..... at .....

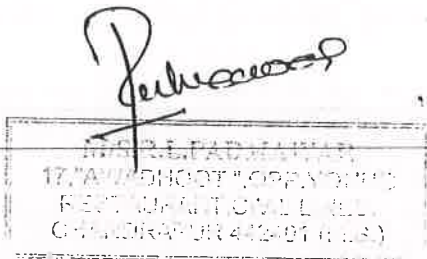
For and on behalf of the Bank

[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 for limitation of liability, 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]:



Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed \_\_\_\_\_  
(value in figures) \_\_\_\_\_ [ \_\_\_\_\_ (value in words) \_\_\_\_\_ ].



VI: Samples Forms and Procedures

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RVA/2006  
Dr. Dipankar

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4.0

FORM FOR INFORMATION TO BE FURNISHED BY THE CONTRACTOR IN RESPECT OF THE  
PROCUREMENT MADE FROM MSE VENDORS

Pursuant to GCC Clause No. 40.2, We hereby furnish the following information regarding the procurement made by us from Micro and Small Enterprises (MSEs) directly or through our sub-suppliers/sub-vendors as per the details given herein below:

Sr. No.	Contract Agreement No.	Name of Contractor/Supplier*	Item Description as per contract Agreement	Qty	Total Value (In Rs.)	Executing Region	Items/components/raw materials sourced from MSE vendor for production of item at column 4	Total Value of the items/components/raw materials used for item at column 4 (In Rs.)	Name of MSE Vendor	Category (only Micro or Small)	Whether MSE owned by persons belonging to SC/ST category
1	2	3	4	5	6	7	8	9	10	11	12

Further, we hereby declare and confirm that the information mentioned above is correct and complete to best of our knowledge and the category of MSE vendors, as mentioned in the table above, has been ascertained at our end.

- Note:
- The Supplier shall be required to furnish the aforesaid information (contract-wise) to Engineer-In-Charge with a copy to C&M, on semi-annual basis i.e for period from 1<sup>st</sup> April to 30<sup>th</sup> September and from 1<sup>st</sup> October to 31<sup>st</sup> March for each Financial Year.
  - Only those items of Contract Agreement may be included which involve sourcing of items/components/raw materials/services from MSEs.

Name of Contractor/Supplier\* \_\_\_\_\_

Name of Authorised Person \_\_\_\_\_



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= 94

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Section - VI: Samples Forms and Procedures

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Page 2

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