

SECTION - VI

SAMPLE FORMS AND PROCEDURES (FORMS)

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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 the Contract.

The Bidder shall complete, sign and submit with its Bid, the relevant FORMS to be used unamended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the Bid Security, either in the form included hereafter or in another form acceptable to the Employer, pursuant to the provisions in the Instructions to Bidders.

The Form of Supply Agreement and Form of Service Agreement shall be used unamended, except for the need to complete Article 1.1 (Contract Documents), as appropriate and as may be required to suit the specific requirement of the Contract. The form shall also include the Appendices listed, as required, which should be completed according to the instructions for their completion provided at the beginning of each Appendix. The Bid Price Schedule deemed to form part of the Contract, shall be modified according to any corrections or modifications to the accepted bid resulting from price corrections, pursuant to the provisions of the Instructions to Bidders.

The Performance Security(ies) and Advance Bank Guarantee forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Advance Bank Guarantee, 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. FORM OF 'NOTIFICATION OF AWARD'

Ref. No. :

Date :

(Insert Contractor's Name & Address).....

.....
.....
.....

Attn : Mr.....

Sub. : Notification of Award for Supply of Goods Contract and Supply of Services Contract
for (insert name of the Project) NIT dated

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Notice Inviting Tender (NIT) dated

1.2 Bidding documents for the project issued to you vide our letter Ref. No.
..... dated, comprising the following:

- a) Volume-I: Conditions of Contract
- b) Volume-II: Technical Specifications
- c) Volume-III: Bid Form & Bid Price Schedule

1.2.1 Amendment/Errata No. to Bidding Documents issued to you vide our letter no.
..... dated

(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on
....., issued to you vide our letters no. dated (Use as applicable)

(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE
TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

1.3 First envelope of your Bid submitted for the subject Project under Proposal reference
no. dated was opened on (Use as applicable)

1.4 Intimation for Opening of Second Envelope issued to you vide our letter no.
..... dated

1.5 Second Envelope of your Bid under proposal reference no. dated was opened on.....(*Use as applicable*)

1.6 Post bid discussions we had with you on various dates from to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1 with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

2.1 We confirm having accepted your Bid (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 [*modify as applicable*] above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you the '**Supply of Goods Contract (First Contract)**' and '**Supply of Services Contract (Second Contract)**' required for the complete execution of the Facilities for (*insert name of the Project*), as detailed in the documents referred hereinabove. The scope of work inter-alia includes the following:

..... (*Indicate brief Scope of Work*)

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of (*insert name of the Project*), unless otherwise specifically excluded in the Bidding Documents or in this NOA.

Notwithstanding the award of work under two separate Contracts in the aforesaid manner, you shall be overall responsible to ensure the execution of both the Contracts to achieve successful completion and taking over of the works under the Project by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'Second Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your risk, cost and responsibility, either in full or in part and/or recover damages under this 'First Contract' as well. However, such default or breach or occurrence in the 'Second Contract', shall not automatically relieve you of any of your obligations under this 'First Contract'. It is also expressly understood and agreed by you that the equipment/materials supplied by you under this 'First Contract', when erected, installed & commissioned by you under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

3.0 CONTRACT PRICE

3.1 The total Contract Price for the entire scope of work under this Contract shall be (*Specify the currency and the amount in figures & words*) as per the following break-up:

Sl. No.	Price Component	Amount (in Rs)
1.	Supply Price	
2.	Service Price	
Total Contract Price		

3.2 Notwithstanding the Supply Price and Service Price, the Contract shall, always, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

4.0 You are required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of *(Specify the value)* i.e. equal to **10% (Ten percent)** of the Contract Price, with validity as specified in Section-IV *General Conditions of Contract (GCC)*, Volume-I of the Bidding Documents.

(In case any other performance security is required to be furnished, the same is to be mentioned here)

5.0 For release of Advance Payment (admissible as per the Bidding Documents), equal to 10% of the Ex-works Price component of the Supply Price and 10% of the Service Price, you are, inter-alia, required to furnish an Advance Bank Guarantee for **{100% (one hundred percent) of the amount of Advance}**. The validity of the Advance Bank Guarantee shall be as specified in Section-IV *General Conditions of Contract (GCC)*, Volume-I of the Bidding Documents. Further, please note that furnishing of all the Contract Performance Securities under the 'First Contract' and 'Second Contract' shall be one of the conditions precedents to release of advance under this Contract.

6.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.

7.0 The schedule for Operational Acceptance of Facilities by the Employer upon successful completion of the Scope of Work, shall be ... *(indicate the completion schedule)* months from the date of issuance of this Notification of Award for all contractual purposes.

8.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.

9.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.

10.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of:

.....(*Name of the Employer*).....

(*Authorised Signatory*)

Unconditionally accepted by:

.....(*Name of the Contractor*).....

(*Authorised Signatory*)

Enclosures:

APPENDIX (NOA) – 1- Record Notes of Post - Bid Discussions held on various dates from
..... to

2A. Form of Agreement for Supply of Goods Contract

[Supply]

SUPPLY OF GOODS CONTRACT AGREEMENT BETWEEN Kallam Transmission Limited
(Name of Employer) AND M/s. (Name of Contractor)

THIS CONTRACT AGREEMENT No. (also referred to as 'Supply of Goods
Contract / the First Contract') is made on the day of 20.....

BETWEEN

(1) Kallam Transmission Limited, a public limited company incorporated under the Companies Act, 2013, having its registered office at Office No-202, F-6, Lotus Tower Vijaya Block, Laxmi Nagar, Delhi- 110092, India and its corporate office at Unit No. 101, First Floor, Windsor, Village Kolekalyan, off CST Road, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai - 400098, India (hereinafter called "the Employer").

and

(2) M/s (Name of Contractor), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) (hereinafter called "the Contractor" and also referred to as "....(insert abbreviated name of the Contractor)")

WHEREAS, the Employer desires to engage the Contractor for design, engineering, supply, testing at manufacturer's works, transportation, unloading and delivery at site including insurance & storage, associated civil works, erection, testing and commissioning at site along with all equipment's, fittings, accessories, foundation bolts (if any) cables and Mandatory Spare Parts at Kallam PS on LSTK basis, as detailed in the Contract Document ("the Scope of Work"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2.2)

The following documents shall constitute the Supply of Goods Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. dated

VOLUME – B

3. “Bidding Documents” comprising of the following:

- a) Volume-I: Conditions of Contract
- b) Volume-II: Technical Specifications
- c) Volume-III: Bid Form & Bid Price Schedule

VOLUME – C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 1.2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Supply Price

2.1 Supply Price (Reference GCC Clause 9)

The Employer hereby agrees to pay to the Contractor the Supply Price in consideration of the performance by the Contractor of its obligations hereunder. The Supply Price shall be the aggregate of (*Amount in words*) (*.....(amount in figures)*), or such other sums as may be determined in accordance with the terms and Conditions of the Contract. The break-up of the Supply price is as under:

Sl. No.	Price Component	Amount
1.		
2.		
Total for Supply of Goods Contract		

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

2.2 Terms of Payment (Reference GCC Clause 10)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1A (Terms and Procedures of Payment for Supply of Goods) in Section-IV, GCC.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1.1-p)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto and in the GCC, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1(A)	Terms & Procedures of Payment for Supply of Goods (Volume-I, GCC)
Appendix 2	Price Adjustment (Volume-I, GCC)
Appendix 3	Time Schedule (Volume-I, GCC)
Appendix 4	Supply by the Employer (Volume-I, GCC)
Appendix 5	Guarantees, Liquidated Damages for Non-Performance (Volume-I, GCC)
Appendix 6^	BOQ/ Billing Breakup
Appendix 7	Performance Security Form
Appendix 8	Bank Guarantee Form for Advance Payment
Appendix 10	Form of Extension of Bank Guarantee
Appendix 12	Safety Plan

[^ as defined in Clause 5 of the Volume – I, GCC]

Article 5.

The Contract Agreement No. has also been made on the day of 20...., between the Employer and the Contractor for the Services Contract (hereinafter referred to as the “Second Contract”) for the Scope of Work.

Notwithstanding the award of work under two separate Contracts in the aforesaid manner, you shall be overall responsible to ensure the execution of both the Contracts to achieve successful completion and taking over of the works under the Project by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and

agreed by you that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'Second Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your risk, cost and responsibility, either in full or in part and/or recover damages under this 'First Contract' as well. However, such default or breach or occurrence in the 'Second Contract', shall not automatically relieve you of any of your obligations under this 'First Contract'. It is also expressly understood and agreed by you that the equipment/materials supplied by you under this 'First Contract', when erected, installed & commissioned by you under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

Signed by for and
on behalf of the Contractor

.....
Signature

.....
Signature

.....
Title

.....
Title

in the presence of

in the presence of

2B. Form of Agreement for Supply of Services Contract

[Services]

SUPPLY OF SERVICES CONTRACT AGREEMENT BETWEEN Kallam Transmission Limited AND M/s. (*Name of Contractor*)

THIS CONTRACT AGREEMENT No. (also referred to as "Supply of Services Contract" /the "Second Contract") is made on the day of 20.....

BETWEEN

(1) Kallam Transmission Limited, a public limited company incorporated under the Companies Act, 2013, having its registered office at Office No-202, F-6, Lotus Tower Vijaya Block, Laxmi Nagar, Delhi- 110092, India and its corporate office at Unit No. 101, First Floor, Windsor, Village Kolekalyan, off CST Road, Vidyanagari Marg, Kalina, Santacruz (East), Mumbai - 400098, India (hereinafter called "the Employer").

and

(2) M/s (*Name of Contractor*), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(*Address of Contractor*) and Registered Office at(*Registered address of Contractor*) (hereinafter called "the Contractor" and also referred to as "....(*insert abbreviated name of the Contractor*)")

WHEREAS, the Employer desires to engage the Contractor for design, engineering, supply, testing at manufacturer's works, transportation, unloading and delivery at site including insurance & storage, associated civil works, erection, testing and commissioning at site along with all equipment's, fittings, accessories, foundation bolts (if any) cables and Mandatory Spare Parts at Kallam PS on LSTK basis, as detailed in the Contract Document ("the Scope of Work"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 1.1 - h)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. dated

VOLUME – B

3. “Bidding Documents” comprising of the following:

- a) Volume-I: Conditions of Contract
- b) Volume-II: Technical Specifications
- c) Volume-III: Bid Form & Bid Price Schedule

VOLUME – C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 1.2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Services Price

2.1 Services Price (Reference GCC Clause 9)

The Employer hereby agrees to pay to the Contractor the Services Price in consideration of the performance by the Contractor of its obligations hereunder. The Services Price shall be the aggregate of (*amount in words*) (*.....(amount in figures)*), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Services price is as under:

Sl. No.	Price Component	Amount
1.		
2.		
3.		
Total for Supply of Services Contract		

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

2.2 Terms of Payment (Reference GCC Clause 10)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1B (Terms and Procedures of Payment for Supply of Services) in Section-IV-GCC.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1.1-p)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto and in the GCC, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1(B)	Terms & Procedures of Payment for Supply of Services (Volume-I, GCC)
Appendix 2	Price Adjustment (Volume-I, GCC)
Appendix 3	Time Schedule (Volume-I, GCC)
Appendix 4	Supply by the Employer (Volume-I, GCC)
Appendix 5	Guarantees, Liquidated Damages for Non-Performance (Volume-I, GCC)
Appendix 6^	BOQ/ Billing Breakup
Appendix 7	Performance Security Form
Appendix 8	Bank Guarantee Form for Advance Payment
Appendix 9	Form for Taking Over Certificate
Appendix 10	Form of Extension of Bank Guarantee
Appendix 11	Form of Operational Acceptance
Appendix 12	Safety Plan

[^ as defined in Clause 5 of the Volume – I, GCC]

Article 5.

The Contract Agreement No. has also been made on the day of 20..., between the Employer and the Contractor for the Supply of Goods Contract (hereinafter referred to as the “First Contract”) for the subject package as specified in the Scope of Work.

Notwithstanding the award of work under two separate Contracts in the aforesaid manner, you shall be overall responsible to ensure the execution of both the Contracts to achieve successful completion and taking over of the works under the Project by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you that any default or breach under the 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'Second Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your risk, cost and responsibility, either in full or in part and/or recover damages under this 'First Contract' as well. However, such default or breach or occurrence in the 'Second Contract', shall not automatically relieve you of any of your obligations under this 'First Contract'. It is also expressly understood and agreed by you that the equipment/materials supplied by you under this 'First Contract', when erected, installed & commissioned by you under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

.....

Signature

.....

Title

in the presence of

Signed by for and
on behalf of the Contractor

.....

Signature

.....

Title

in the presence of

(Separate Contract Agreements shall be executed by the Employer and the Contractor in accordance with the Construction of the Contract stipulated at Clause [ITB 29.3]. The forms of Contract under both Alternative i.e., a & b shall be used).

7A. Performance Security Form

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

NOA/Contract No.....

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

To: [Name and address of the Employer]

Dear Sir (s),

We refer to the Contract ("the Contract")

signed on(insert date of the Contract)..... between you and M/s (Name of Contractor),

(or)

vide notification of award issued on(insert date of the notification of award)..... by you to M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of the Project)..... [Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to i.e., **ten percent (10%)** of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the

above-mentioned limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____].
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

7B. Performance Security Form

(TO BE SUBMITTED BY THE CONTRACTOR OPTING FOR SUBMISSION OF PERFORMANCE SECURITY WITH INITIAL VALIDITY OF 5 YEARS IN ACCORDANCE WITH CLAUSE GCC 11.3.1.1)

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

NOA/Contract No.....

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

To: [Name and address of the Employer]

Dear Sir(s),

We refer to the Contract ("the Contract")

signed on(insert date of the Contract)..... between you and M/s (Name of Contractor),

(or)

vide notification of award issued on(insert date of the notification of award)..... by you to M/s (Name of Contractor)

having its Principal place of business at(Address of Contractor)
and Registered Office at(Registered address of Contractor)
..... ("the Contractor") concerning
..... (Indicate brief scope of work) for the complete execution of
the (insert name of the Project)..... [Applicable for Bank Guarantees issued by
Contractor/Associate for those Contracts awarded to them]

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Contract Price until 60 months i.e., up to and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the

above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until 60 months i.e. up to and inclusive of (dd/mm/yy) and shall be extended from time to time for such period, as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____].
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

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

8. Bank Guarantee Form for Advance Payment

(For the purpose of verification/confirmation of this Bank Guarantee by the Employer, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc.) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

NOA / Contract No.....

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

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide Notification of Award issued on (insert date of the notification of award)....by you to M/s (Name of Contractor),

(OR)

signed on(insert date of the Contract)..... between you and M/s (Name of Contractor),

having its Principal place of business at(Address of Contractor)
and Registered Office at(Registered address of Contractor)

..... ("the Contractor") concerning
..... (Indicate brief scope of work) for the complete execution of
the (insert name of the Project).....

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an interest bearing Advance Payment against furnishing of an irrevocable bank guarantee for an amount of(Amount in figures and words)which is equal to **[[100% (one hundred ten percent) of the amount of Advance] Plus {amount of GST reimbursable on Advance as per the Proforma invoice, if applicable}]**.

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee repayment of(Amount of the bank guarantee in figures and words)..... upon

the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract for reasons whatsoever.

Provided always that the Bank's obligation shall be limited to the amount of this Bank guarantee or an amount equal to the outstanding balance of the Advance Payment and the accrued interest on the Advance Payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract, as certified by you.

This Guarantee shall remain in full force from the date upon which the said Advance Payment is received by the Contractor up to ninety (90) days beyond the date on which the entire Advance Payment along with the accrued interest if any due thereon has been fully adjusted in terms of the Contract i.e., up to ninety (90) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto ninety (90) days beyond the date of Completion of the Facilities by the Employer i.e. upto and inclusive of (dd/mm/yy).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) [_____ (value in words)].
2. This Bank Guarantee shall be valid upto _____ (validity date).
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date).

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:
"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

9. Form of Taking Over Certificate

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Sir (s),

Pursuant to GCC 23 (Completion of the Facilities and Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the (*insert brief description of the Facilities*)..... we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description of the Facilities or part thereof
.....

2. Date of Completion :.....

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Authorized Signatory)

10. Form of Extension of Bank Guarantee

Ref. No.....

Dated:.....

To: *[Name and address of the Employer]*

Dear Sir (s),

Sub.: Extension of Bank Guarantee No. dated for,
 issued to you on behalf of M/s.(*insert name of the Contractor*) in respect of
 Contract No. dated for (*insert name of the Project*)
(hereinafter called original Bank Guarantee).

At the request of M/s..... (*insert name of the Contractor*), We(*insert name & address of the issuing bank*), a Bank organized under the laws of and having its Registered/Head Office at(*insert address of registered office of the bank*)..... do hereby extend our liability under the above-mentioned Guarantee No. Dated for a further period of Years/Months from to expire on Except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

11. Form of Operational Acceptance

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 23 (Completion of the Facilities and Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the *(insert brief description of the Facilities)* we hereby notify you that the System tests and Acceptance tests of the following part(s) of the Facilities were satisfactorily completed on the date specified below:

1. Description of the Facilities or part thereof
.....

2. Date of Operational Acceptance:.....

This letter does not relieve you of your obligation during the Defect Liability Period and Latent Defect warranty.

Very truly yours,

Title
(Authorized Signatory)

12. Form of Safety Plan

[To be submitted by the Contractor within twenty eight days of the Effective Date]

[TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE]

SAFETY PLAN

THIS SAFETY PLAN is made this day of 20..... by a Company registered under the Companies Act, 1956 or 2013, having its Registered Office at (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) for approval of*(insert name of the Employer)*....., a company incorporated under the Companies Act, 1956 having its Registered Office at*(insert registered address of the Employer)*..... for its Contract for*(insert project name alongwith Specification number of the Contract)*.....

WHEREAS*(abbreviated name of the Employer)*..... has awarded to the Contractor the aforesaid Contract vide its Notification of Award/Contract No. datedand Amendment No. (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which the Contractor is required to submit 'Safety Plan' alongwith certain documents to the Engineer In-Charge/Project Manager of the Employer within Twenty Eight (28) days of the Effective Date for its approval.

NOW THEREFORE, the Contractor undertakes to execute the Contract as per the safety plan as follows:

1. THAT the Contractor shall execute the works as per provisions of Bidding Documents including those in regard to Safety Precautions / provisions as per statutory requirements.
2. THAT the Contractor shall execute the works in a well planned manner from the commencement of Contract as per agreed mile stones of work completion schedule so that planning and execution of construction works goes smoothly and consistently through out the contract duration without handling pressure in last quarter of the financial year/last months of the Contract and the same shall be finalized in association with Employer Engineer In-charge/Project Manager from time to time as required.
3. THAT the Contractor has prepared the safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site, which is enclosed at **Annexure - 1A (SP)** for acceptance and approval of Engineer In-charge/Project Manager. The Contractor shall ensure that on approval of the same from Engineer In-charge/Project Manager , the approved copies shall be circulated to

Employer's personnel at site [Supervisor(s)/Executive(s)] and Contractor's personnel at site [Gang leader, supervisor(s) / stewards etc.] in their local language / language understood by gang.

THAT the Contractor has prepared minimum manpower deployment plan, activity wise as stated above, which is enclosed at **Annexure - 1B (SP)** for approval of Engineer In-charge/Project Manager of the Employer.

4. THAT the Contractor shall ensure while executing works the work force is provided with training by the construction Agencies as per applicable Laws in this regard. In addition at least 10 day's Induction training shall be provided by the Agency to the erection/stringing/commissioning staff/gang with maintenance of documentation. Such training shall not be necessary in case the work force has previously undergone training under the same or other Construction agency working in Employer for similar work. For the above purpose, Recognition of Prior Learning (RPL) shall also be acceptable as per the Government directives. Hired gang workers shall also follow safe working procedures and safety norms as is being followed by company's workmen. It should also be ensured by the contractor that certified fitters who are climbing towers / doing stringing operations can be easily identifiable with a system like issue of Badge / Identification cards (ID cards) etc. Colour identification batches should be worn by the workers. Contractor has to ensure that inexperience workers / unskilled workers should not be deployed for skilled job. The Agency shall issue an induction training records to Employer site in-charge.
5. THAT the Contractor's Safety Supervisor or Safety Steward is dedicatedly available fulltime at every construction site and shall brief to each worker daily before start of work about safety requirement and warn about imminent dangers and precautions to be taken against the imminent dangers (Daily Safety Drill). This is to be ensured without fail by Contractor and maintain record of each gang about daily safety instructions issued to workers and put up to the site In-charge for his review and record.
6. THAT the Contractor shall ensure that the Gang leader should be experienced and well versed with the safe working procedures applicable for transmission line/ Sub Station works. The Safety Steward/Supervisor from Contractor's own roll having thorough knowledge about the works would be deployed so as to percolate safety instructions upto the grass root level in healthy spirits. Contractor has to ensure close supervision while executing critical locations of transmission lines / sub stations and ensures that all safety instructions are in place and are being followed.
7. The Contractor shall prepare a detailed list of all Tool & Plants (T&P) including lifting machines, lifting tools/ lifting tackles/ lifting gears and all types of ropes and slings etc. to be deployed as per work requirement, including or better than that the requirements as specified in the Technical Specifications and submit the same to Employer Engineer-in-charge / Project Manager for acceptance / approval.
8. THAT the Contractor shall maintain in healthy and working condition all kind of Equipment's / Machineries / Lifting tools and tackles / All kind of Ropes including wire ropes / Polypropylene ropes etc. used for Lifting purpose during execution of the project and get them periodically examined and load tested for safe working load

in accordance with relevant provisions and requirement of Building & other construction workers Regulation of Employment and Conditions of Services Act and Central Rule, Factories Act 1948, Indian Electricity Act 2003, CEA regulation in this regard before start of the project. A register of such examinations and tests shall be properly maintained by the contractor and shall be promptly produced as and when desired by the Engineer In-charge/Project Manager or by the person authorized by him. The Contractor has to ensure to give special attention on the formation / condition of eye splices of wire rope slings as per requirement of IS 2762 Specification for wire rope slings and sling legs.

THAT the Contractor has prepared a list of all Lifting machines, lifting Tools and Tackles etc. All types of ropes and Slings which are subject to safe working load is enclosed at **Annexure - 2 (SP)** for review and approval of Engineer In-charge/Project Manager of Employer.

9. THAT the Contractor has to procure sufficient quantity of Personal Protective Equipment (PPE) conforming to Indian / International standards and provide these equipment to every workman at site as per need and to the satisfaction of Engineer-in-charge/Project Manager of Employer. The Contractor's Site Supervisor/ Project Manager has to ensure that all workmen must use Personal Protective Equipment at site (**As per Annexure- 3(SP)**).

Proper control by Contractor shall be exercised such that before work commencement all workers are issued with required PPEs at site, use of safety shoes by workers working on ground, canvas shoes by workers working at height, rubber gum boots during rains/concreting/marshy land works, Twin Lanyard Full body Safety Harness with attachment of light weight such as aluminum alloy etc. and having features of automatic locking arrangement of snap hook by all workers working at height for more than three meters and also horizontal life line for horizontal movement on tower are arranged. No half body harness shall be used at site. Use of Retractable type fall-arrestors by workers for ascending / descending on suspension insulator string and other similar works etc., use of mobile fall arrestor for ascending/descending from tower by all workers should be ensured. Use of cotton / leather hand gloves as per requirement and induction safety helmets, line testers, electrical resistance hand gloves while operating electrical installations / switches. Face shield for protecting eyes while doing welding works and dust masks as per work requirement shall be ensured. Reflective jackets to be used by all workmen at site and differently coloured such jackets by the persons working at height. Requisite Safety net shall be used for reducing the risk of injury / damage.

The Contractor shall have to take action against the workers not using Personal Protective Equipment at site and those workers shall be asked to rest for that day and suitable penalty shall be imposed by the Contractor as a deterrent on the associated defaulting persons. Employer may issue warning letter to Project Manager of contractor in violation of above norms.

THAT the Contractor shall prepare a detailed list of PPEs, activity wise, to commensurate with manpower deployed, which is enclosed at **Annexure - 3 (SP)** for

review and approval of Engineer In-charge/Project Manager. It shall also be ensured that the sample of these equipment shall be got approved from Employer Engineer In-charge. The contractor shall submit relevant test certificates as per IS / International Standard as applicable to PPEs used during execution of work. All the PPE's to be distributed to the workers shall be checked by Employer Engineer In-charge on routine basis.

The Contractor also agrees for addition / modification to the list of PPE, if any, as advised by Engineer In-Charge/Project Manager of Employer.

10. THAT the Contractor shall procure, if required sufficient quantity of Earthing Equipment / Earthing Devices complying with requirements of relevant IEC standards (Generally IECs standards for Earthing Equipments / Earthing Devices are – 855, 1230, 1235 etc.) and to the satisfaction of Engineer In-Charge/ Project Manager and contractor to ensures to maintained them in healthy condition.

THAT the Contractor has prepared / worked out minimum number of healthy Earthing Equipments with Earthing lead confirming to relevant IS / European standards per gang wise during stringing activity/as per requirement, which is enclosed herewith at **Annexure – 4 (SP)** for review and acceptance of Engineer In-Charge/ Project Manager prior to project execution of work.

11. THAT the Contractor shall provide communication facilities i.e. Walky – Talkie / Mobile Phone, Display of Flags / whistles for easy communication among workers during Tower erection / stringing activity, as per requirement.
12. THAT the Contractor undertakes to deploy qualified safety personnel responsible for safety as per requirements of Employer/Statutory Authorities.

THAT the Contractor shall deploy one full time officer exclusively as Safety Officer per contract.

THAT in addition to the Safety Officer, one Safety Supervisor will be deployed for every 25km of transmission line or part thereof of and one Safety Steward shall be deployed with each gang / activity of the transmission line construction works.

THAT, in addition to the Safety Officer, one Safety Supervisor will be deployed for Substation or any Supply-cum-installation contracts other than transmission line construction works and a Safety Steward shall be deployed with each gang/ activity.

The Safety Officer shall be qualified and experienced as per BOCW ACT (Engineering graduate with two years' experience and Diploma in Industrial Safety or alternatively a Bachelor of Science/ diploma in Engineering with 5 years' experience and Diploma in Industrial Safety) and will ensure compliance of safety requirement to satisfaction of Engineer In-charge /Project Manager/Safety Co-ordinator of the Employer. Such Safety Officers shall be assisted by suitable and adequate Safety Supervisors and Safety Stewards. The Safety Officer will report directly to his head of organization and not the Project Manager of Contractor He shall also not be assigned

any other work except the work of safety. The curriculum vitae of such person shall be got cleared from Employer Project Manager / Construction staff.

The Safety Supervisor shall be Bachelor of Science/diploma in Engineering with 2 years' relevant experience in safety.

The qualification of Safety Steward shall be ITI or equivalent with 2 years relevant experience in safety.

The Safety Officer shall ensure that all works being executed are as per approved safe work procedure and best industry practices. Inter-alia at least the following roles / responsibilities shall be discharged by the Safety Officer of the Agency:

- Ensure availability of Site Safety Steward/ Safety Supervisor before any commencement of work and that they shall leave site only after work completion. No work shall be started unless safety steward/ supervisor are available at site. Availability of healthy PPE's, First-aid and T&P shall be ensured by the Safety Officer.
- Ensure presence of full time Safety Supervisor / Safety Steward during tower erection / stringing and that they shall not leave the site before completion of daily work. In absence of Safety Supervisor / Safety Steward, the work shall not be undertaken.
- Ensure conduction of regular pep-talk at site before start of work, site audit/ inspection, Mock drills, First-aid training, Induction training to the new workers, safety awareness program and any on-site/on-job training as per works requirements. Issue of height passes to such skilled fitters and different cards to other fitters for proper identification during site work.
- Arrange for medical check-up of all workers maintenance of health and hygiene of all workers/ gangs and site welfare activities
- Conduct period safety audit & inspections for all sites and arrange compliances.
- Ensure conditioning monitoring of PPEs and T&Ps with unique serial number marking for traceability, proof load testing before deployments, maintaining such records and submission to site-in-charge of Employer.
- Arrange for regular site inspection of PPE's and T&P's to be got done through Employer site supervisor also. No tower erection / stringing work shall be started without presence of Employer site supervisor
- Ensure availability of emergency action plan in case of any disaster event which shall include injury, electrocution, snake-bite, heat stroke, fire, storm, etc. and barricading and safety displays at sites.
- Reporting of Monthly safety activities to Site in-charge of Employer which shall include all incidents, near-miss events etc. Maintenance of all safety records.

The Safety Supervisor shall ensure that all works being executed are as per approved safe work procedure are circulated to all gang leaders and control measures are taken as per site risk assessment. Inter-alia at least the following role shall be discharged by the Safety Supervisor:

- Check availability of safe working procedures with the gangs at site
- Ensure that pep-talk is given before start of work every day, get the records and communicate.
- Ensure Prior Safety training to all workers.

- Arrange the display of safety poster, danger boards, safety flags and caution tape at sites.
- Check height workers having valid height pass and medical fitness of all workers and that no worker is allowed to work without valid medical fitness and height pass
- Ensure height working fitters use the safety belt and proper anchoring of safety belt hooks during working and movements.
- Ensure full time presence of Safety Steward with each gang / location / activity till work completion.
- Ensure that tower erection / stringing work is not started without presence of Employer site supervisor.
- Inspection of PPE's and T&P's and ensure its healthiness, provide safety inspection sticker after verifying the third party certificates at site.
- Monitor safety audit/inspections points and arrange for the compliances.
- Report daily safety activities and other related safety issues to site safety officer / engineer.

The Safety Steward should monitor that all works being executed are as per approved safe work procedure and control measures taken as per site risk assessment. Inter-alia at least the following role shall be discharged by the Safety Steward:

- Ensure approved safe work procedure available at site at all time in language understood by majority of workers. Ensure that all workers clearly understand the approved work procedure, all the hazards are identified, control measures are taken as per risk assessment with the approved work procedure.
- Arrange the display of safety poster, danger boards, safety flags and caution tape at sites.
- Conduct pep-talk before start of work every day and record it.
- Check height workers having valid height pass and medical fitness of all workers and ensure that no worker is allowed to work without valid medical fitness and height pass.
- Ensure that safety training is imparted to all workers.
- Inspection of PPE's, T&P's and ensure its healthiness, that valid inspection stickers are available at site and shall ensure the marking on PPEs and T&P with unique number.
- Monitor that height workers are using the safety belt and ensure anchoring safety belt hook.
- Ensure that no worker is working under suspended load or height work activity.
- Shall have the authority to stop the work, when work is being executed in unsafe manner.
- Ensure that welfare and first-aid facilities are available at site.
- Ensure compliances of all safety audit and inspection points.
- Report daily safety activities and other related safety issues immediately to the Safety Officer / Safety Supervisor.

The name and details of Safety Officers/ Safety Supervisor/Safety Steward of contractor shall be informed before start of work in writing to Site In-charge of Employer. Any change of the incumbent is made during the currency of the contract shall be promptly intimated to the Site In-charge of Employer. The copy of

organisation chart/ structure of the Contractor in regard to safety shall be submitted. The list is enclosed at **Annexure – 5A (SP).**

THAT the Contractor shall submit a list including details of Explosive Operator (if required), Safety supervisor / nominated person for safety for each such explosive activities. Such persons shall be trained in First Aid Techniques. The list is enclosed at **Annexure – 5B (SP).**

13. The Project Manager shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. Further, the Project Manager shall have the right at his sole discretion to stop the work till the Safety Officer(s)/Safety Supervisor(s)/Safety Steward(s) is deployed by the Contractor. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager of Employer in this respect shall be conclusive and binding on the Contractor.
14. THAT, if, any Employer's Engineer/ supervisor at site observes that the Contractor is failing to provide safe working environment at site as per agreed Safety Plan / Employer Safety Rule/ Safety Instructions / Statutory safety requirement and creates hazardous conditions at site and there is possibility of an accident to workmen or workmen of the other contractor or public or the work is being carried out in an unsafe manner or he continues to work even after being instructed to stop the work by Engineer / Supervisor at site / RHQ / Corp. Centre, the Contractor shall be bound to pay a penalty of Rs. 10,000/ - per incident per day till the instructions are complied and as certified by Engineer / Supervisor of Employer at site. The work shall remain suspended and no activity shall take place without compliance and obtaining clearance / certification of the Site Engineer / Supervisor of the Employer to start the work.
15. THAT, in case of an accident at Site, the Contractor shall be liable to pay a compensation to the Employer for further disbursement to the deceased family/ Injured persons as per GCC Clause GCC 18.3.3.24. The permanent disability has the same meaning as indicated in Employees' Compensation Act. The above stipulations is in addition to all other compensation payable to sufferer as per Employees' compensation Act / Rules

Notwithstanding above, the Contractor shall also be responsible for payment of sum as indicated at GCC Sub-Clause 18.3.3.25 which shall be deposited in Safety Corpus Fund pursuant to GCC Sub-Clause 18.3.3.26.

THAT as per the Employer's instructions, the Contractor agrees that this amount shall be deducted from their running bill(s) immediately after the accident, That the Contractor understands that this amount shall be over and above the compensation

amount liable to be paid as per the Employees' Compensation Act /other statutory requirement/ provisions of the Bidding Documents.

16. THAT the Contractor shall submit Near-Miss-Accident report alongwith action plan for avoidance such incidence / accidents to Safety Engineer / Project Manager of the Employer. Contractor shall also submit Monthly Safety Activities report and copy of the Monthly Safety Activities report also to be sent to Safety In-charge at Corporate of the Employer for his review record and instructions.
17. THAT the Contractor is submitting a copy of Safety Policy/ Safety Documents of its Company which is enclosed at **Annexure - 6 (SP)** and ensure that the safety Policy and safety documents are implemented in healthy spirit.
18. THAT the Contractor shall make available of First Aid Box [Contents of which shall be as per Building & Other Construction Workers Act (Regulation of Employment and Conditions of Services Act and Central Rule 1998 / Employer Guidelines)] to the satisfaction of Engineer In-Charge/ Project Manager with each gang at site and additional at camp and ensures that trained persons in First Aid Techniques with each gang before taking up the execution of work.
19. THAT the Contractor shall submit an 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. which is enclosed at **Annexure - 7 (SP)** for approval of the Engineer In-Charge/ Project Manager of the Employer before start of project.
20. THAT the Contractor shall organise Safety Training Programs on Safety, Health and Environment and for safe execution of different activities of works i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. for their own employees including sub-contractor workers on regular basis.

The Contractor will submit copy of the module of training program, enclosed at **Annexure - 9 (SP)**, to Engineer In-charge/Project Manager of the Employer for its acceptance and approval and records maintained.

21. THAT the Contractor shall conduct safety audit, as per Safety Audit Check Lists enclosed at **Annexure - 8 (SP)**, by his Safety Officer(s) every month during construction of Transmission Lines / Sub Stations / any other work and copy of the safety audit report shall be forwarded to the Employer's Engineer In-charge / Site In-charge/Project Manager for his comments and feedback. During safety audit, healthiness of all Personal Protective Equipments (PPEs) shall be checked individually by safety officer of contractor and issue a certificate of its healthiness or rejection of faulty PPEs and contractor has to ensure that all faulty PPEs and all faulty lifting tools and tackles should be destroyed. Contractor has to ensure that each gang be audited for safety at least once in two months. The Employer's site officials shall also conduct

safety audit from time to time when construction activities are under progress. Apart from above, the Employer may also conduct surveillance safety audits. The Employer may take action against the person / persons as deemed fit under various statutory acts/provisions under the Contract for any violation of safety norms / safety standards and shall have right to stop the unsafe work from being done.

22. THAT the Contractor shall develop and display Safety Posters of construction activity at site and also at camp where workers are generally residing.
23. THAT the Contractor shall ensure to provide potable and safe drinking water for workers at site / at camp with required hygiene and sanitation.
24. THAT the Contractor shall do health checkup of all workers from competent agencies as per statutory requirements and reports will be submitted to Engineer In-Charge of the Employer along with the monthly reports.
25. THAT the Contractor shall submit information along with documentary evidences in regard to compliance to various statutory requirements as applicable which are enclosed at **Annexure - 10A (SP)**. In case of work being carried out through sub-contractors the sub - contractor's workmen / employees shall also be considered as the contractor's employees / workmen

The Contractor shall also submit details of Insurance Policies taken by the Contractor for insurance coverage against accident for all employees are enclosed at **Annexure - 10B (SP)**.

26. THAT a check-list in respect of aforesaid enclosures along with the Contractor's remarks, wherever required, is attached as **Annexure - Check List** herewith.

THE CONTRACTOR shall incorporate modifications/changes in this 'Safety Plan' necessitated on the basis of review/comments of the Engineer In-Charge/Project Manager within fourteen (14) days of receipt of review/comments and on final approval of the Engineer In-Charge/Project Manager of this 'Safety Plan', the Contractor shall execute the works under the Contract as per approved 'Safety Plan'.

Further, the Contractor has also noted that the first progressive payment towards Services Contract shall be made on submission of 'Safety Plan' along with all requisite documents and approval of the same by the Engineer In-Charge/Project Manager of the Employer.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of

M/s.....

WITNESS

- | | | |
|----|----------------|---------------------------|
| 1. | Signature..... | Signature..... |
| | Name..... | Name..... |
| | Address..... | Address..... |
| 2. | Signature..... | Authorised representative |
| | Name..... | (Common Seal) |
| | Address..... | (In case of Company) |

Note:

All the annexure referred to in this "Safety Plan" are required to be enclosed by the contractor as per the attached " Check List "

1. Safety Plan is to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute such contract documents etc. and such documents should be attached to this Safety Plan.
2. For all safety monitoring/ documentation, Engineer In-charge / Regional In-charge of safety at Corporate shall be the nodal Officers for communication.
3. Employer have right to modify this agreement with effect for the future at any time in case of any statutory law change or any other reason.

CHECK LIST FOR SAFETY PLAN

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
1.	Annexure – 1A (SP) Safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site in language understood by workers / gang.	Yes/No	
2.	Annexure – 1B (SP) Manpower deployment plan, activity wise foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. No work to start in case manpower deployment is not as per approved plan.	Yes/No	
3.	Annexure – 2 (SP) List of Lifting Machines i.e. Crane, Hoist, Triffor, Chain Pulley Blocks etc. and Lifting Tools and Tackles i.e. D shackle, Pulleys, come along clamps, wire rope slings etc. and all types of ropes i.e. Wire ropes, Poly propylene Rope etc. used for lifting purposes along with test certificates. Contractor shall get T&P available verified by site engineer of employer before start of project.	Yes/No	
4.	Annexure – 3 (SP) List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable: <ol style="list-style-type: none"> 1. Industrial Safety Helmet to all workmen at site. (EN 397 / IS 2925) with chin strap and back stay arrangement. 2. Safety shoes to all ground level workers and canvas shoes for workers working on tower. 3. Rubber Gum Boot to workers working in rainy season / concreting job IS 12254. 4. Twin lanyard Full Body Safety harness 	Quantities to be specified	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<p>with shock absorber and leg strap arrangement for all workers working at height for more than three meters. Safety Harness should be with attachments of light weight such as of aluminium alloy etc. and having a feature of automatic locking arrangement of snap hook and comply with EN 361 / IS 3521 standards.</p> <ol style="list-style-type: none"> 5. Mobile fall arrestors for safety of workers during their ascending / descending from tower / on tower. EN 353 -2 (Guided type fall arresters on a flexible anchorage line.) 6. Retractable type fall arrestor (EN360: 2002) for ascending / descending on suspension insulator string etc. 7. Providing of good quality cotton hand gloves / leather hand gloves for workers engaged in handling of tower parts or as per requirement at site. 8. Electrical Resistance hand gloves to workers for handling electrical equipment / Electrical connections. IS : 4770 9. Dust masks to workers handling cement as per requirement. 10. Face shield for welder and Grinders. IS : 1179 / IS : 2553 11. Reflective Jackets to identify the workers IS 1509 12. Safety nets to <u>protect the man and material during fall from height</u> IS 11057 13. Induction safety helmets to warn the worker from induction /charged area and to protect from head injury. 14. Line tester IS 50191,61230,61219 15. Shoulder pad to protect the shoulder injury 16. Horizontal life line to protect the worker from fall from height ISO 1140 17. Binocular to check the workers working at heights. Other PPEs, if any, as per requirement etc. <p>The typical list of PPEs per transmission line</p>		

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	gang is enclosed herewith.		
5.	Annexure - 4 (SP) List of Earthing Equipment / Earthing devices with Earthing lead conforming to IECs for earthing equipments are - (855, 1230, 1235 etc.) gang wise for stringing activity/as per requirement	Yes/No	
6.	Annexure - 5A (SP) List of Qualified Safety Officers/ Safety Supervisor/Safety Steward of contractor shall be informed before start of work in writing to Engineer In-charge of Employer. Any change of the incumbent is made during the currency of the contract shall be promptly intimated to the Site In-charge of Employer. The copy of organisation chart/ structure of the Contractor in regard to safety shall be submitted	Yes/No	
7.	Annexure - 5B (SP) List including details of Explosive Operator (if required), Safety supervisor / nominated person for safety for each such explosive activities. Such persons shall be trained in First Aid Techniques	Yes/No	
8.	Annexure - 6 (SP) Copy of Safety Policy/ Safety Document of the Contractor's company	Yes/No	
9.	Annexure - 7 (SP) 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc.	Yes/No	
10.	Annexure - 8 (SP)	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	Safety Audit Check Lists (Formats to be enclosed)		
11.	Annexure - 9 (SP) Copy of the module of Safety Training Programs on Safety, Health and Environment, safe execution of different activities of works for Contractor's own employees on regular basis and subcontractor employees. Contractor to maintain documentations of all training programs.	Yes/No	
12.	Annexure - 10A (SP) Information alongwith documentary evidences in regard to the Contractor's compliance to various statutory requirements including the following:		
(i)	Electricity Act 2003 _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(ii)	Factories Act 1948 _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(iii)	Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Act 1996) and Welfare Cess Act 1996 with Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(iv)	Employee's Compensation Act and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(v)	Public Insurance Liabilities Act 1991 and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<i>compliance]</i>		
(vi)	Indian Explosive Act 1948 and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(vii)	Indian Petroleum Act 1934 and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(viii)	License under the contract Labour (Regulation & Abolition) Act 1970 and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(ix)	Indian Electricity Rule and amendments if any, from time to time. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(x)	The Environment (Protection) Act 1986 and Rules. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(xi)	Child Labour (Prohibition & Regulation) Act 1986. _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(xii)	National Building Code of India 2005 (NBC 2005). _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(xiii)	Indian standards for construction of Low/ Medium/ High/ Extra High Voltage Transmission Line	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<div></div> <div>[Name of Documentary evidence in support of compliance]</div>		
(iv)	Any other statutory requirement(s) <div>[please specify]</div> <div></div> <div>[Name of Documentary evidence in support of compliance]</div>	Yes/No	
13.	Annexure - 10B (SP) Details of Insurance Policies alongwith documentary evidences taken by the Contractor for the insurance coverage against accident for all employees as below:		
(i)	Under Employee's Compensation Act and Rules. <div></div> <div>[Name of Documentary evidence in support of insurance taken]</div>	Yes/No	
(ii)	Public Insurance Liabilities Act 1991 <div></div> <div>[Name of Documentary evidence in support of insurance taken]</div>	Yes/No	
(iii)	Any Other Insurance Policies <div></div> <div>[Name of Documentary evidence in support of insurance taken]</div>	Yes/No	

The typical list of PPEs per gang as enclosed of Annexure 3 (SP).

Indicative list for Personal Protective Equipment's				
Sl. No.	Item	Reference standards or better	Unit	Qty/Gang
1	Safety Helmet Yellow	IS 2925	No	50
2	Safety Helmet Blue	IS 2925	No	10
3	Gumboot	IS 12254	Pair	10
4	Safety Shoes	IS 15298	Pair	60
5	Hand Gloves Cotton	IS 6994	Pair	120
6	Hand Gloves Rubber	IS 4770	Pair	100
7	11/33KV Gloves	IS: 4770	Pair	10
8	Nose Mask	IS : 9623	No	60
9	First Aid Box	BOCW ACT sec.231 & schedule III	No	4
10	FRP Ladder/Steel Ladder/Rope Ladder		No	2
11	Full Body Harness with double lanyard	(IS 3521 : 1999) and comply with EN-361 standards	No	15
12	Caution Board/Red & Green Flag	-	No	100
13	Barricading Tape	-	Bundle	10
14	Shoulder Pad	-	No	40
15	Reflective Jacket	-	No	60
16	Discharge Rod 11kV/33kV	Complies with EN 50191, EN 61230 and EN 61219	Set	10
17	Discharge Rod 220kV/400kV	Complies with EN 50191, EN 61230 and EN 61219	Set	12
18	Whistle/Mega Phone	-	Set	2
19	Walkie - Talkie	-	Pair	10
20	Horizontal Life Line System	16mm Polyamide	set	4
21	Fall Arrestor Rope	-	lot	4
22	Rope Grab Fall Arrestor	-	No	15
23	Retractable Fall Arrestor	EN 360	No	10
24	Binocular	-	No	3
25	Multi tester/Induction Tester	-	No	5
26	Induction Helmet	-	No.	10
27	Safety Net Set	IS: 5175	Lot	6

<u>Indicative list for Personal Protective Equipment's</u>				
Sl. No.	Item	Reference standards or better	Unit	Qty/Gang
28	HV Line tester	EN 61326 & EN 61000	No.	2
29	Face shield	IS 1179	No.	2
30	ZERO POWER PLAIN GOGGLES	IS 1179	No.	30
31	Tent/ Sanitation Arrangements	-	Lot	1
Note:	<ol style="list-style-type: none"> 1. This list is indicative for every gang and Contractor has to provide any additional PPEs as per statutory, site requirements and satisfaction of Employer Project Incharge/Site Incharge. 2. Qty. and PPE's list to be mutually agreed between Contractor and Employer Site In-charge based on nature and scope of work before the commencement of work. 			

----- End of Section-VI SAMPLE FORMS AND PROCEDURES -----