



उत्तर प्रदेश UTTAR PRADESH

AGREEMENT

FK 542676

THIS Agreement made the 22nd day of April 2020 between M/s Broadcast Engineering Consultants India Limited, BECIL Bhawan, C-58/A-17, Sector-62 Noida : 201307 (hereinafter referred to as the "Contractor") of the one part and the Pu.V.V.N.L, Varanasi (hereinafter called the purchaser) of the other part.

WHEREAS the Purchaser is about to erect and maintain the Providing skilled/Un-skilled Manpower for operation/maintenance of 33/11 KV Substations and HT/LT distributions lines at PuVVNL" for Electricity Distribution Circle, Jaunpur-I (LOA No. 1048/MD/PuVVNL/EAV-45/19-20/Samvida/Broadcast Dated : 22.04.2020) (herein after called the "WORK") mentioned enumerated or referred to in certain general conditions specification, schedules, drawings, form of tender covering letter and schedule of prices which for the purpose of identification have been signed by Mr. Vivek Upadhyay (Project Manager), BECIL, Varanasi Office on behalf of (the Contractor) and Sri Rajesh Kumar, Superintending Engineer (MM-1), PuVVNL, Varanasi (the Engineer of the Purchaser) on behalf on the Purchaser and all of which are deemed to form part of this Contract as through separately set out herein and are included in the expression "Contract" whenever herein used.

AND WHEREAS the purchaser has accepted the tender of the Contractor for the provision and execution of the said work for the sum of Rs. 12,60,52,390.08 (Twelve Crore Sixty Lakh Fifty Two Thousand Three Hundred Ninety and Paise Eight Only) for 02 Years upon the terms and subject to the conditions herein after mentioned NOW THESE PRESENT WITNESS and the parties hereto hereby agree and declared as follows; that is to say , in consideration of the payments to be made to the Contractor by the Purchaser as herein after mentioned the Contractor shall duly provide the plant for the said works and shall do perform all other works and things in the Contract mentioned or described or which are employed there from or therein respectively or may be reasonably necessary for the completion of the said works within and at the times and in the manner and subject to the terms conditions and stipulation mentioned in the said Contract.

AND

In consideration of the due provision, erection, execution, construction and completion of the said works and the maintenance thereof as aforesaid the Purchaser will pay to the Contractor the said sum of Rs. 12,60,52,390.08 (Twelve Crore Sixty Lakh Fifty Two Thousand Three Hundred Ninety and Paise Eight Only) or such other sums as may become payable to the Contractor under the provision of this Contract such payment to be made at such time and in such manner as is provided by the Contract.

IN WITNESS WHEREOF the parties hereto have signed this deed hereunder on the dates respectively mentioned against the signature of each:

(Rajesh Kumar)

Superintending Engineer (MM-1)
or and on behalf of the purchaser

Date 22.04.2020 अधीक्षण अभियन्ता (सां.प्र. - मधु.)
in the presence of पू. वि. वि. नि. लि.

Executive Engineer (MM) वाराणसी

(Vivek Upadhyay)

(Project Manager), BECIL, Varanasi Office
for and on behalf of the contractor

Date 22.04.2020

विवेक उपाध्याय / VIVEK UPADHYAY
परिचयना प्रबन्धक / Project Manager
ब्रॉडकास्ट इंजीनियरिंग कंसल्टेंट्स इंडिया लिमिटेड
रूचना एवं प्रसारण मंत्रालय के अधीन भारत सरकार का उद्यम
Broadcast Engineering Consultants India Limited
A Government of India Enterprise - Under Ministry of Information & Broadcasting



OFFICE OF THE MANAGING DIRECTOR
PURVANCHAL VIDYUT VITRAN NIGAM LIMITED
VIDYUT NAGAR; POST OFFICE: D.L.W.
VARANASI-221004

E-Mail :- puvvnlns.mm@gmail.com
Website :- <http://puvvn.up.nic.in>

No.: 1048/MD/PuVVNL/EAV-45/19-20/Samvida/BECIL

Dated : 22.04.2020

SUBJECT :- Letter of Award & Order for "Providing skilled/Un-skilled Manpower for operation/maintenance of 33/11 KV Substations and HT/LT distributions lines at PuVVNL" against tender specification no. EAV-45/19-20 for Electricity Distribution Circle-Jaunpur-I.

M/s Broadcast Engineering Consultants India Limited,
BECIL Bhawan, C-58/A-17,
Sector-62 Noida : 201307
Email : panditmd@becil.com

Dear Sirs,

In reference to above and your offer against this office tender EAV-45/19-20 & your acceptance letter No. NIL Dated 10.01.2020 against LOI NO. 3685/MD/PuVVNL/EAV-45/19-20/Samvida/BECIL Dated : 28.12.19 order is hereby placed to you for "Providing skilled/Un-skilled Manpower for operation/maintenance of 33/11 KV Substations and HT/LT distributions lines at PuVVNL" for Electricity Distribution Circle-Jaunpur-I.

Sl. No.	Details of work	Period	Total Value (Rs.) (Without GST which shall be paid Extra as applicable) of 2 years
1.	"Providing skilled/Un-skilled Manpower for operation/ maintenance of 33/11 KV Substations and HT/LT distributions lines at PuVVNL" for Electricity Distribution Circle-Jaunpur-I.	24 Months from date of LOA	126052390.08

Rs. Twelve Crore Sixty Lakh Fifty Two Thousand Three Hundred Ninety and Paise Eight Only

Details :

1. EDC, Jaunpur-I

Sl. No.	Item Description	Unit	No.	Unit Rate (Rs./No.) (Monthly)	Unit Profit Margin Charges on Col. 5 (In %)	Unit Profit Margin Cost (in Rs.)	Total Until Cost incl. profit Margin Charges without tax =5+7	Total Cost without GST (Rs.) (Yearly) =4x8x12 Months
1	2	3	4	5	6	7	8	9
1	Operation of 33/11 KV Sub Station and its other related work round the Clock in three relay shift of 8 hours Shift each comprising of the following manpower.							
	A. For Rural Sub Station							
i	Skilled Manpower as per specification	No.	77	11477.47	8.25	946.89	12424.36	11480108.64
ii	Un-Skilled Manpower as per specification	No.	69	9314.79	8.25	768.47	10083.26	8348939.28
	B. For Urban Sub Station							
i	Skilled Manpower as per specification	No.	6	11477.47	8.25	946.89	12424.36	894553.92
ii	Un-Skilled Manpower as per specification	No.	15	9314.79	8.25	768.47	10083.26	1814986.80

2	Maintenance of Line around 33/11 KV Substation round the clock in three relay shift of 8 hours shift each comprising of the following manpower. For live LT Lines, HT Lines (in shutdown or breakdown) gangs.							
	A. For Rural Sub Station							
i	Skilled Manpower as per specification	No.	70	11477.47	8.25	946.89	12424.36	10436462.40
ii	Un-Skilled Manpower as per specification	No.	140	9314.79	8.25	768.47	10083.26	16939876.80
	B. For Urban Sub Station							
i	Skilled Manpower as per specification	No.	22	11477.47	8.25	946.89	12424.36	3280031.04
ii	Un-Skilled Manpower as per specification	No.	42	9314.79	8.25	768.47	10083.26	5081963.04
3	Special Gang for maintenance of live 11 KV HT & LT Lines.							
i	Skilled Manpower as per specification	No.	14	11477.47	8.25	946.89	12424.36	2087292.48
ii	Un-Skilled Manpower as per specification	No.	22	9314.79	8.25	768.47	10083.26	2661980.64
							Yearly Value	63026195.04
							2 Years Period Value	126052390.08

Skilled Labour Minimum Payable Wage – Rs. 11477.47 (As applicable on 01.04.19)

1.	Minimum monthly wages for Skilled labour with D.A.	9873.08
a)	Total Minimum payment	9873.08
2.	Employer EPF Share	
a)	Employer EPF Share @ 12% of (Basic+DA)	1184.77
b)	Administrative charges @ 0.5% of (Basic+DA)	49.37
c)	Employees-Linked insurance scheme charges @ 0.5% of (Basic+DA)	49.37
3.	Employer ESI share @ 3.25% of (Basic+DA)	320.88
	Total Liability to be borne by the contractor towards Minimum Monthly wages & other expenses (per person)	11477.47

Unskilled Labour Minimum Payable Wage – Rs. 9314.79 (As applicable on 01.04.19)

1.	Minimum monthly wages for Skilled labour with D.A.	8012.73
a)	Total Minimum payment	8012.73
2.	Employer EPF Share	
a)	Employer EPF Share @ 12% of (Basic+DA)	961.53
b)	Administrative charges @0.5% of (Basic+DA)	40.06
c)	Employees-Linked insurance scheme charges @0.5% of (Basic+DA)	40.06
3.	Employer ESI share @ 3.25% of (Basic+DA)	260.41
	Total Liability to be borne by the contractor towards Minimum Monthly wages & other expenses (per person)	9314.79

- Wages are based on the rates applicable on 01.04.19 and the same may vary as per rates of Minimum Monthly wages with DA/EPF/ESIC etc., as legally applicable from time to time.
- The above rate includes Labour Basic Pay, DA, EPF, ESIC under the Employee's State insurance Act, 1948, Insurance under W/C act 1923, all cost on Labour Uniform, Safety Equipments, like hand gloves, Pliers, Safety belt, Shoes, etc., Bonus, Leaves Salary and associated materials required for proper execution of aforesaid work like ladders, chain, ropes, hydraulic ladder etc. along with contractor profit margin.
- Skilled/Unskilled minimum basic labour wages payment is mandatory as per State Govt. order issued time to time and in case of any increase/revision in it by State Govt. corresponding changes shall be ensured and will be payable by PuVVNL to the firm.
- The GST shall be paid extra as legally applicable, however present rate is 18%.

1. Period of Contract :

The period of Contract under the scope of work shall be up to 24 months from the date of start of work viz. 01.05.2020, which can further be extended in two trenches of one year each on mutual

consent between both the parties on same rates, terms and conditions, as specified in bid documents, Based on the performance of the contractor. However, the Discom may terminate the contract by giving 60 days notice without assigning any reason.

2. Mandatory Obligation on the Contractor :

- 2.1 The Contractor shall be in obligation to pay the wages before 7th of every month to its deployed personnel equal to the minimum wages to the skilled/unskilled personnel as applicable (as per the classification equivalent to the monthly/daily wages determined by the applicable (as per the classification equivalent to the monthly/daily wages determined by the Labour Commissioner, Govt. of Uttar Pradesh under Minimum Wages Act. 1948 or latest amendment thereof) through bank transfer only in the account of deployed personnel. In this connection, the order issued by Government of Uttar Pradesh revising the wages from time to time shall be binding on the contractor from the effective date mentioned in such notification.
- 2.2 The Contractor shall discharge its liability for the deployed labour in respect of Employees Provident Fund under The Employee's Provident Funds and Miscellaneous Provision Act, 1952
- 2.3 The Contractor shall discharge/bear its liability for the deployed labour in respect of Employees State Insurance corporation (ESIC) under the Employee's State insurance Act, 1948, and in case where ESIC is not applicable in a particular area then the contractor will get insured the deployed labour under Workmen compensation Insurance Policy from any of the PSU's.
- 2.4 The contractor shall also have to bear all other liabilities as per existing "Contract labour (Regulation and Abolition) Act 1970" and other applicable Labour Act as amendable from time to time.
- 2.5 The contractor shall also bear all other charges like Leaves (other than Statutory leaves), Training, additional Salary, Bonus, Group Insurance, Uniform, Safety equipment etc.
- 2.6 The Contractor shall be liable to give work off/holidays to the deployed labour as per the Contract labour (Rules and Abolition) Act, 1970 or latest amendments thereof and shall also be liable to provide the substitute labour for this periods.
- 2.7 The Contractor shall have to provide Photo Identity Card for each and every deployed labor service so that he can produce it whenever the officer-in-charge asks for it.
- 2.8 The contractor will have to make the payments of wages directly into a Bank Account of deployed labour through NEFT/RTGS and shall provide details of their bank accounts number, bank name, etc.
- 2.9 The Contractor will have to maintain an ESCROW bank account against its name for making payment of EPF /ESI /Wages /Service Tax/ Premium, etc. The details of the account (Bank name, branch name, account no, account holder name etc) must be mandatory shared with the Discom before the signing of contract agreement. The Contractor shall have enough fund (solvency) to make payment for at least six months of labour salary and other statutory obligations.
- 2.10 The Contractor will mandatorily submit documents showing the proof of age and qualification of the labour deployed by it. For executing the contract, and get it verified by concerned Executive Engineer of the division, Discom or any other officer as authorized by Executive Engineer Discom from time to time. The verification of the credential of the labour by the Discom is mandatory and shall meagerly be a one-time activity in a year. Duly signed Declaration to be given for all deployed manpower should be submitted to the officer-in-charge to discom before deploying the respective manpower. Random police verification would be carried out regularly to the check the genuineness of the declaration.

In case, the bill raised by the Contractor is after three months gap, the same shall be passed only after successful verification of the credentials of deployed labour by Discom. Any addition/ removal of labour force will be properly/ promptly intimated to Discom and the added labourer credentials will also be verified by the Discom.

3. Submission of Bills & Payment :

- 3.1 The contractor shall submit bills with all prescribed documents to circle office or any other office as prescribed by the Discom.
- 3.2 While submitting the bills for payment purpose, the Contractor shall have to enclose copy of the following documents before 15th (Fifteenth) day of the succeeding month for the work/service extended during the previous month:
 - Each month EPF Challan Sheet along with ECR Sheet in which deployed manpower should be highlighted for EPF Verification.
 - Copy of Biometric Card provided by ESIC (along with ESIC receipt) of each labour deployed. In case ESIC is not applicable than the copy of workmen Compensation Insurance Policy or Group Personal Accident Policy, taken from any of the PSU's for the number of labour's deployed.
 - The contractor shall have to get the attendance sheet (day-wise and shift-wise) verified by second working day of next month by Officer in charge or their authorized representatives and submit it with consolidated bills upto 15th (Fifteenth) day of the succeeding month.

- The contractor shall have to provide Bank Account details of each deployed manpower in which he is paying the wages to the labours. Also Contractor must provide monthly statement of bank account showing transaction of salary in his manpower's account.
 - Shift wise roaster.
 - GST receipt.
 - Receipt of Premium paid to Workmen Compensation Insurance policy or group personal accident policy.
 - Any other document, if applicable.
- 3.3 All above payment excluding wages (wages to be paid on 7th day) must be made in respective department by 15th of succeeding month else penalty of Rs.100/- per day per employee for which the payment including the salary disbursement has been delayed or not been done (along with all the penalties imposed by ESIC or EPFO) may be imposed and be recovered from its bill/contract performance guarantee. Any non-compliance regarding timely payment of salaries, PF, ESIC or any other payments due by Contractor to the deployed manpower may attract Stringent Actions including Legal proceedings and repetition of such offences might result into blacklisting of the Contractor for any further contracts.
- 3.4 After the successful completion of work/service during the very first month of the contract period, the bills shall be passed only after the Contractor produces the undertaking for depositing wages into the accounts of the labour deployed by him/her. The evidence of payment of EPF (i.e.) ECR, ESIC (or WC Policy) and applicable GST shall not be mandatory to submit in first month. However, from the second month onwards all such statutory payments proofs are to be furnished along with the bills submitted by the Contractor (in accordance with guidelines mentioned in 3.2 above in this section). The Discom will verify the disbursement of wages along with the evidence of payment of EPF, ESIC or WC (as the case may be). The Discom will cross check the payment receipts, obtained from EPFO portal while making payment, submitted by contractor to the Discom along with its bill. The Discom will also verify the payment receipts submitted by Contractor for the ESIC contribution or WC contribution of the concerned employees.
- 3.5 Contractor shall present bills in two parts, First part consisting of wages paid to the contractor's labor and their proof like RTGS receipt etc. and other part will consist of statutory payments like details of EPF, ESI etc as applicable. However before submission of the bill, the Contractor shall have to ensure that the payment of persons deployed by the Contractor/Contractor have been made for the billed period before 10th (tenth) of the succeeding month. If Contractor abnormally delays the payment to the persons deployed by him, payment may be made by the Discom/Service Recipient based on the prevalent rate at Contractor's risk and out of his security deposit with the Discom/Service Recipient. The correctness of amount and/or of any penalty imposed by the competent authority of the Discom/Service Recipient shall be binding on the Contractor.
- 3.6 Payments shall be made promptly by the respective Discom, within thirty (30) days after submission of a valid bill along with all prescribed documents mentioned in Clause 4.2 of Special conditions of contract. In such case, where there is any dispute/issue related to the billed amount, then payment at the rate of 80% of the least allowable amount (after deducting taxes, penalties & Performance Security) of the bill shall be done and the balance amount/recoverable if any, shall be paid/adjusted along with next month's Payment.

It should be noted that in case of compensation recoverable, the contractor shall have to deposit the payment with the Discom not later than fifteen (15) days after submission of settlement statement. For any delay beyond this period (15days), the Contractor shall have to pay the settlement amount along with the applicable bank interest, beyond the 15 days period.

In any bill payment related dispute/issue arising between Discom and Contractor, a committee shall be formed and convened by concerned Superintending Engineer for resolution of such dispute. The committee shall resolve such issues within a period of 30 days from the day of identification of such issues. The decision of the committee shall be binding on both the parties.

In case there is no further resolution regarding bill payment related dispute/ issue within the stipulated timeline, Clause-15 General Conditions of Contract will be applicable.

- 3.7 The contractor to give an undertaking that, they are not availing any benefit of Employer share of Employee provident fund (EPF) under schemes like Pradhan Mantri Protsahan Yojana (PMRPY) or any other similar schemes. In case, contractor is availing any benefit for such any said schemes, the same shall be intimated to the Discom. There will be no reimbursement of PF in such cases.
- 3.8 Such profit margin shall be quote taking into account all overhead expenses envisaged by the bidder (not attributable to the Discom/Service Recipient) for efficient functioning/execution of Contract. Any bonus pertaining to payment of Bounds Act., 1965 need to be paid by Contractor/Contractor to its

- deployed labour on the monthly basis and should be clearly demonstrated on their respective pay slips.
- 4.0 **Changes in Manpower Requirement**
- 4.1 The Contractor/Contractor must deploy the requisite number of manpower as and when required and notified by Engineer in charge (of concerned Circle/Division). The Discom/Service Recipient reserves its right to increase or decrease the manpower requirement numbers during the period of the contract as per the job requirement and contractor/contractor must abide by the same without any fail/objections. The change in manpower requirement shall be within the variation limit, mentioned in the specification i.e. (-50/+100%).
- 4.2 The Discom reserves the right to extend the services of the contractor in other circles within the Discom on the same rates, terms and condition.
- 5.0 **Contractor's Representative**
- 5.1 The Contractor shall employ at least one competent representative (name, address, telephone number, identity proof of the representative shall be communicated in writing to the Controlling Officer/officer-in-charge by the Contractor) to supervise the works/services at each circle. The said representative, (or if more than one shall be employed, then one of such representatives), shall be present whenever required and should be approachable in person or on phone at time and location as specified by the Discom/Service Recipient. Any written order or instruction which the Controlling Officer/officer-in-charge or his duly authorized representative may give to the said representative of the Contractor shall be deemed to have been given to the Contractor.
- 5.2 The Controlling Officer/officer-in charge shall be at liberty to object to the presence of any representative or person employed by the Contractor for execution of the Contract or otherwise at the site, who in his/her opinion is found to have misconduct himself/her-self or be incompetent or negligent and the Contractor shall remove the person so objected to, upon receipt from the Controlling Officer/officer-in charge a notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor's risk and expense.
- 6.0 **Bankruptcy/Insolvency of the Contractor.**
- 6.1 The Contractor is imprisoned, becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation, goes into liquidation or is being wound up, voluntary winding up for the purpose only of amalgamation or reconstruction the Discom shall be at liberty:
To give such liquidated contractor or other person in whom, the Contract may become vested, the option thereof to award the Contract or a portion to any other contractor, thereof to be determined by the Discom subject to his/her providing an appropriate guarantee for the performance of such Contract.
- 7.0 **Duty and Behavior of Contractor's Personnel**
- 7.1 The personnel deployed by the Contractor must always carry their Photo-ID card issued.
- 7.2 The personnel deployed by the Contractor shall maintain the decorum and obey the instructions of the officer-in charge of the Discom for that particular work and place of duty. They must follow the procedures of duty, performance and stipulated time guideline for working hours as set by the officer-in charge of the Discom from time to time.
- 7.3 It shall be accepted as an inseparable part of the Contract that in matters regarding competency, efficiency, conduct and behavior, the decision of the Officer-in-charge of the Discom shall be final and binding on the Contractor in all such matter.
- 8.0 **Safety Provisions**
- 8.1 The Contractor shall arrange for the safety in its operation as prescribed by the Discom and all safety protective equipment's and tools are to be provided by the contractor. It is the responsibility of the Contractor to deal with any liability arising due to any injuries occurring to the Contractor's labour during performance of duty. The Discom would not be liable to pay any compensation to the injured employees of the Contractor under any circumstance.
- 8.2 In case the Contractor fails to make such arrangement, the authorized officer/ staff of the Discom shall be entitled to recover the costs thereof from the Contractor. The failure to comply with the provisions of the Safety Rules and Regulations, if any, the Contractor shall without prejudice to any other liability pay to the Discom a penalty amount, as determined by the competent authority of the Discom.
- 9.0 **Checks and Supervision by the Contractor**
- 9.1 The Contractor shall ensure that its personnel perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by the Discom. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Contractor, all the losses so occurred to the Discom shall be recovered from the amounts payable to the Contractor and its security deposits or Contract performance Guarantee.

- 10.1 The Contractor shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc, to the Discom. Any notice or instructions to be given to Contractor under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Contractor by them or delivered to authorized signatory.
- 11.0 Health of the Personnel deployed**
- 11.1 All persons deployed by the Contractor shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty and have full knowledge and experience to competently complete the job assigned to them. In case it is found that any loss has occurred to the Discom's property/ interest due to deployment of such personnel, the same shall have to be replaced by the Contractor without any extra cost to the Discom.
- 12.0 Removal/replacement of Personnel deployed**
- 12.1 The personnel being deployed by the contractor shall ordinarily be continued and would not be changed without written intimation and consultation of Officer-in-charge of the Discom. If contractor at its initiative replaces the personnel without intimation and due consent of the Discom then a penalty of Rs.100/- per day per personnel may be charged to the Contractor from the date of change of deployed personnel till the date of intimation. In case, the contractor fails to provide the replacement of manpower on leave or absence, a penalty of Rs 100 per day per personal shall be imposed.
- 12.2 The Contractor shall share the list of all personnel deployed on field on actual basis at the start of the project. Further, the Contractor shall provide the list of all such personnel on a monthly basis to the Discom. Any change in the field personnel shall be immediately communicated to the Discom in addition to the monthly update.
- 12.3 Upon the written directions of the Officer-in-charge of the Discom, the Contractor shall immediately remove from the works/ services any person or persons deployed thereon, who may in the opinion of the Officer- in charge is incompetent or responsible for misconduct. In case the Contractor has any difference of opinion with Officer-in- Charge of Discom in this regard, The matter shall be referred to Circle in-charge whose decision shall be final and binding by the Contractor. Such persons shall not be employed again on the works without the written permission of the Officer-in charge, or any other officer authorized for such purpose.
- 12.4 All personnel engaged under this Contract by the Contractor shall be employees of Contractor. Discom shall not have any liability/ responsibility to absorb the persons engaged by the Contractor and/or extend any type of recommendation, etc for obtaining any job with the Discom or elsewhere.
- 13.0 Subletting**
- 13.1 The Contractor shall not sublet any activity or any part thereof under the Contract.
- 14.0 Damage to Property and injury to personnel**
- 14.1 The Contractor shall indemnify and keep indemnified the Discom against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.
- 14.2 The Discom shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Contractor. The Contractor shall have to pay all claims, demands, proceeding costs, charges and expenses whatsoever in respect there of or in relation there to.
- 14.3 In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of Discom shall have full powers to retain out of any sums payable/becoming payable to the Contractor, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Authorized officer of Discom shall be final in regard to all matters arising under this clause.
- 14.4 In Case it is found that any theft or damage has occurred to the property or premises of the Discom due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Contractor or any other reason, the cost of all such losses or damages as assessed by the Discom shall be recovered from the Contractor's monthly bill or from their Security Deposit/contract Performance Guarantee or in any other manner as may deemed fit.
- 14.5 In case any personnel of the Contractor is implicated in any law suit or is injured by any person or group of persons agitating mob, etc during the course of performing his/her duty/ their duties for the Discom, it shall be the sole responsibility of the Contractor to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the Discom.
- 14.6 The Discom shall be deemed to be indemnified by the Contractor for lapse or other mischief's etc by its personnel.

14.7 Claims arising due to "any activity" shall be liable for adjustment from contract performance guarantee furnished by Contractor.

15 Settlement of Disputes and Arbitration.

15.1 If any dispute or difference of any Kind whatsoever arises between the Discom and the Contractor in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. For this purpose, a committee may be constituted comprising representatives from both the parties. The committee shall be formed and convened by SE, Circle Office. After sixty (60) days from the date the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to initiate the Arbitration process.

15.2 The arbitration proceedings shall be conducted in accordance with the arbitration law.

15.3 The cost of the arbitration shall be equally shared by the Discom and the Contractor. The arbitration shall be conducted at the Headquarters of Arbitrator (Adhikaran) or Headquarters of Discom as may be applicable.

15.4 Notwithstanding any disputes with reference to the Contract pending for arbitration the Contractor shall continue to perform his obligations with the Discom's decision or instruction, and Discom shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the Contractor.

16. Necessary Compliances (applicable in accordance with Eligibility Criteria)

16.1 The Contractor shall provide and be responsible for payment of wages, salaries, and other statutory privileges and facilities as applicable to its personnel as per relevant and applicable law/rules/regulations and order of the Central/State Government or local authorities or other authorities as are in force from time to time.

16.2 The Contractor will ensure that all its employees are covered under Employee State insurance (ESIC) Scheme and if in any circle/district ESIC Dispensary / Hospital is not located then Contractor needs to cover its employees under Workmen's Compensation insurance policy.

16.3 All personnel engaged under this Contract by the Contractor shall be employees of Contractor. Discom shall not have any liability/responsibility to absorb the persons engaged by the Contractor and/or extend any type of recommendation. etc. for obtaining any job with the Discom or else where.

16.4 The contractor shall at the time of execution of the Contract have PF code number obtained from authorities concerned under the Employee's Provident Fund and Miscellaneous Provisions Act. 1952 and remit contributions in respect of the employee employed by him to the PF office concerned every month or obtain the same within a month after the agreement for the concerned employees.

16.5 The Contractor shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time mentioned above and produce the same before the Statutory Authorities as well as the Authorities of the Discom as per the time period defined by the Discom.

16.6 The Contractor shall also submit periodical reports on various labour laws such as Contract labour (Registration & Abolition) Act-1970, Employees provident Fund Act etc., under intimation to maintain the designation of the principal employer.

16.7 The contractor shall pay the Minimum Wages (as applicable) and other payments as notified by the Government from time to time to its employees. However, the Discom/Service Recipient shall reimburse the Contractor to the extent of the amount of variation arising out of the revisions in minimum wages as specified by the Labour Commissioner of Uttar Pradesh (For skilled and unskilled manpower as applicable), and derived statutory obligations thereof provided the documentary evidence(s) is/are produced by the Contractor making such payments to that extent only.

16.8 The Contractor shall be responsible for payment of overtime wages to his workmen, if any, in case they are required to work beyond the prescribed hours under law. Contractor shall deploy adequate number of persons for execution of the Contract regulating their working hours and weekly for within the statutory limit.

16.9 The contractor shall in the event of the workmen/employee sustain any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any required under the employee compensation Act 2010 and other applicable law.

16.10 If any of the persons engaged by the Contractor misbehaves with any officials of the Discom or its consumers or commits any misconduct in connection with the property of the Discom or suffers from any serious communicable diseases, the Contractor shall be liable to replace them immediately.

16.11 The contractor shall ensure that necessary information regarding the person engaged by him is intimated to the concerning police station and a copy of the same shall be submitted to the concerned Officer –in-charge of the Discom.

- 16.12 The Contractor should comply with all the applicable laws in force and effect for the time being, including being, registered under the various applicable labour laws.
17. **Taxes**
- 17.1 The Contractor shall be responsible for payment of all Taxes duties statutory/local levies arising as result of commercial transactions under this Contract such GST etc. Discom shall not be responsible for any tax related liability.
- 17.2 During the Contract period, the Contractor shall deposit GST and other applicable taxes at prevailing rates as per Government of India guidelines including during extended period if any.
- 17.3 If any tax exemptions, reductions, allowances, or privileges, or privilege may be available to the Contractor, the Discom shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- 17.4 The statutory deduction of taxes and duties at source, related to these works and services, shall be done by the Discom and tax deduction certificate shall be issued to the Contractor wherever applicable as per law.
- 17.5 For the purpose of the Contract it is agreed that the Contract value shall include all taxes (including but not limited to GST or any other similar tax/duty/Cess/Surcharge/levy by whatever name called under applicable tax laws as on the last date of bid submission) for supplies to be made or services to be performed under the contracts in their quoted bid price. The Discom shall not be bear any separate liability over and above the contract price for payment of taxes.
- 17.6 If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Contract, which directly impacts tax liability of Contractor in performance of this Contract, an equitable adjustment of the Contract value shall be made to take into account any such change by addition to the Contract value or deduction there from, as the case may be.
- 17.7 The contractor shall declare its GST registration number. Any liability arising out of GST implication shall be borne and responsibility of the Discom.

OTHER TERMS & CONDITIONS:

- (i) It will be the responsibility of CEO that entire work is done strictly as per norms of PuVVNL and scope of work/services specified in the tender specification, GCC, SCC, Form-A. Which shall be integral part of contract.
- (ii) While quoting the rates all the expenses incurred in obligation as mentioned above in this section along with other charges, if any should be include in the Bidder's profit margin charges i.e. nothing will be paid extra by Discom over and above the profit margin.
- (iii) The EPF/ESIC must be deposited to concerned authorities per month regularly by the firm and proof of the same must be submitted along with monthly bill for payment purpose by enclosing copy of the documents before 15th day of the succeeding month for the work extended during the previous month.
- (iv) Identity Card/Uniform as prescribed in specification shall be provided to each and every labour by the firm.
- (v) Work shall be executed strictly as per tender specifications which shall be part of the contract and standard terms & conditions of UPPCL/ PuVVNL.
- (vi) All rules and regulations of UPPCL & PuVVNL shall be observed.
- (vii) Profit Margin Prices of skilled/Un-skilled Manpower for operation/ maintenance of 33/11 KV Substations and HT/LT distributions lines at PuVVNL shall remain firm during currency of the contract of two years from date of LOA with extension clause of one year at a time for maximum two years period on mutual consent and agreement.
- (viii) All type of taxes & duties etc. (except GST) are inclusive in above prices. No concessional forms, etc., are to be issued to the contractor.
- (ix) All type of levies and charges to be paid if any, to various department/authorities for labour engaged by the firm are inclusive in the package rate. Any additional levies and charges if any to be paid shall be in contractor account.
- (x) Work will be carried out in the direct supervision of Superintending Engineer, Concerned Distribution Circle and he will be the CEO for this purpose.
- (xi) The contractor will be bound to follow all the labour laws issued by Labour Commissioner Uttar Pradesh time to time.
- (xii) CEO shall ensure work executed as per tender specifications ensuring validity of Class-A Electrical Contractor Certificate, timely EPF, ESIC, charges etc. submission to concerned authorities.
- (xiii) Skilled/Un-skilled Manpower for operation/ maintenance of 33/11 KV Substations and HT/LT distributions lines requirement of the site may vary +100% to -50% of overall number of each category of Skilled/Un-skilled labour.

- (xiv) Deployment of Skilled/Un-skilled Manpower for operation/maintenance of 33/11 KV Substations and HT/LT distributions lines shall be responsibility of Superintending Engineer, Concerned Distribution Circle who is CEO of the contract. Addition/Reduction in Skilled/Un-skilled Manpower required for execution of this work can be availed within the variation allowed either way after getting approval from MD, PuVVNL.
- (xv) The payment will be made by Superintending Engineer, Concerned Distribution Circle or any EE, authorized by him as per actual deployment of labour measurement at sites, as per specification terms and conditions.
- (xvi) In case the working agency fails to bring the required labour at site within the scheduled time, the Engineer of Contract, after giving One week's notice for the same, may issue order as per CEO's report to make available the labour from elsewhere on debit basis.
- (xvii) The CEO will ensure before execution of work against this agreement that the said work is not being carried out against any other earlier scheme/contract.
- (xviii) The deployment of labour in his circle for execution of work shall have to be got approved by CEO before starting the work. CEO shall ensure proper credential of all Skilled/Un-skilled labour in his circle.
- (xix) The contractor shall also bear all other charges like Leaves (other than Statutory leaves), Training, additional Salary, Group Insurance, etc.
- (xx) The Contractor shall be liable to give work off/holidays to the deployed labour as per the Contract labour (Rules and Abolition) Act, 1970 or latest amendments thereof and shall also be liable to provide the substitute labour for this periods.
- (XXI) All the terms & condition mentioned in tender specification shall be applicable. In case of any contradiction, the terms & condition mentioned in tender specification shall prevail.
18. **Work order & Agreement is subjected to the decision of Hon'ble High Court of Allahabad (Prayagraj) in respect of the writ petition No. 3053/2020, 3054/2020, 3042/2020 & 41399/2019 as for as relevant to this tender as for as relevant to this tender.**

19. Security Deposit :-

The Firm has submitted a security deposit amounting Rs. 63,03,000.00 vide BG No. IPBG03712000013 dated 22.01.2020 for SE,EDC, Jaunpur-I from Corporation Bank., CGO Complex, Lodhi Road, New Delhi-110003 against security deposit in favouring of Administrative Officer for Managing Director, PuVVNL, Varanasi. Validity- 30.04.2022.

Encl.

- 1: General Condition of Contract.
- 2: Special Condition of Contract with Amendment.
- 3: Scope of Services
- 4: Form 'A'.
- 5: CORRIGENDA / ADDEMDA To FORM-A

Yours faithfully,

(Rajesh Kumar)
Superintending Engineer (MM-1)

No. 1048/MD/PuVVNL/EAV-45/19-20/Samvida/ Dated : 22.04.2020

Copy forwarded to the following for information and necessary actions:

1. Director (P&A), PuVVNL, Varanasi.
2. Director (Finance), PuVVNL, Varanasi.
3. Chief Engineer, PuVVNL, Varanasi.
4. Superintending Engineer, EDC, Jaunpur-I.

(Rajesh Kumar)

Superintending Engineer (MM-1)

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