

Annexure - I

Responsibility Matrix between PHPA-II, JAL & Sub-Contractor for the work of grouting of fallen muck and installation of Cable Anchors in DSSC.

Sl. No	Description of item	Scope/responsibility									
1	Accommodation, office, store and workshop shed.	JAL will provide these facilities free of cost.									
2	Food.	Sub Contractor shall make his own arrangement for fooding etc.									
3	Induction of manpower.	Completion of formalities including expenses for induction of manpower of the Sub Contractor from India shall be in the scope of JAL.									
4	Transportation of manpower.	Vehicles for transportation of manpower of the Sub Contractor within the project area, shall be provided by JAL. However the Sub Contractor shall make his own arrangement for transportation beyond project area.									
5	Import License and Custom clearance.	Completion of formalities for Import License and Custom clearance shall be in the scope of JAL. However expenditure incurred on account of clearing charges and demurrage etc during Induction shall be recovered from the Sub Contractor. All the expenses incurred while de-induction of the resources of the Sub Contractor shall also be borne by the Sub Contractor.									
6	Transportation of equipment and material.	JAL will provide this facility on chargeable basis. Transportation charges are given below: <table style="margin-left: 40px; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">Trailer</td> <td style="padding-right: 20px;">Truck</td> <td></td> </tr> <tr> <td>Kolkata to Phuentsholing</td> <td>4600/- per MT</td> <td>29800 (Truck Load)</td> </tr> <tr> <td>Phuentsholing to Site</td> <td>2770/- per MT</td> <td>1690/- per MT</td> </tr> </table> <p>In case the transportation rates are increased, the same shall be reimbursed by the Sub Contractor to the Main Contractor.</p>	Trailer	Truck		Kolkata to Phuentsholing	4600/- per MT	29800 (Truck Load)	Phuentsholing to Site	2770/- per MT	1690/- per MT
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Kolkata to Phuentsholing	4600/- per MT	29800 (Truck Load)									
Phuentsholing to Site	2770/- per MT	1690/- per MT									
7	Loading and unloading of heavy material and equipment.	JAL will provide mobile crane on chargeable basis. The hire charges shall be: <table style="margin-left: 40px; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">up to 15 T capacity</td> <td style="padding-right: 20px;">: Nu. 3000/ per hr.</td> </tr> <tr> <td>Above 15T capacity</td> <td>: Nu. 7000/- per hr.</td> </tr> </table>	up to 15 T capacity	: Nu. 3000/ per hr.	Above 15T capacity	: Nu. 7000/- per hr.					
up to 15 T capacity	: Nu. 3000/ per hr.										
Above 15T capacity	: Nu. 7000/- per hr.										
8	Electricity	Will be provided by JAL on chargeable basis. Energy meter will be installed for the works of the Sub Contractor and electricity consumed charged @ Nu. 2.94 per kwh. In case the electricity charges are increased by BPCL, the same shall be reimbursed by the Sub Contractor to the Main Contractor.									
9.	Water	Will be provided by JAL free of cost.									
10	Cement	JAL will issue/supply required quantity of Cement from its store, in front of MAT, as per prevailing store issue rates which includes invoice rate plus storage & handling charges @ 3%. Present invoice rate = Nu. 313.00 Storage and handling charges @ 3% = Nu. 10.00 = Nu. 323.00									



Sl. No	Description of item	Scope/responsibility						
11	Diesel	<p>If cement is supplied at working platform, the rate shall be = Nu. 344.00 In case the rate of cement is increased, the same shall be reimbursed by the Sub Contractor to the Main Contractor.</p> <p>JAL will supply required quantity of diesel, for the work at prevailing store issue rate plus storage & handling @ 3%, local transportation and wastage @5%. Present invoice rate = Nu. 62.61 per ltr Storage, handling, local transportation and wastage @ 8% = Nu. 5.00 per ltr. Total = Nu. 67.61 per ltr.</p> <p>In case the rate of diesel is increased, the same shall be reimbursed by the Sub Contractor to the Main Contractor.</p>						
12	Ventilation in Cavern	<p>JAL will provide ventilation arrangement. Charges on account of ventilation by running two fans on one side shall be Nu. 24,000 per day. Total charges for Northern and Southern side shall be Nu. 48,000 per day. Ventilation charges shall be borne by JAL and the Sub Contractor @ 50% each as work in the cavern of both agencies shall go on concurrently.</p>						
13	Other services	<p>JAL will provide required services to the sub contractor on chargeable basis on mutually agreed rates. If any assistance provided in terms of manpower the charges shall be as under:</p> <table border="0"> <tr> <td>1. Skilled manpower</td> <td>= Nu. 111.00 per shift of 12 hrs</td> </tr> <tr> <td>2. Semiskilled manpower</td> <td>= Nu. 803.00 per shift of 12 hrs</td> </tr> <tr> <td>3. Labour</td> <td>= Nu. 741.00 per shift of 12 hrs</td> </tr> </table>	1. Skilled manpower	= Nu. 111.00 per shift of 12 hrs	2. Semiskilled manpower	= Nu. 803.00 per shift of 12 hrs	3. Labour	= Nu. 741.00 per shift of 12 hrs
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3. Labour	= Nu. 741.00 per shift of 12 hrs							
14	Provident Fund and insurance	To be borne / arrange by the Sub Contractor.						

Note :

1. TDS @ 3% of the gross value of work bill shall be borne by the Sub Contractor. TDS certificate against the deduction will be issued by JAL to the Sub Contractor from time to time.
2. Defect liability period of the work executed by the sub contractor shall be three years from the date of completion of work. Before award of work the Sub Contractor shall furnished Performance Guarantee equivalent 5% of the value of work in favour of PHPA-II valid for three years from the date of completion of work. Retention money/Performance Guarantee for the value of work executed by the Sub-Contractor shall not be furnished by the Main Contractor.
3. Charges for the facilities provided by JAL to the sub contractor shall be recovered by JAL from the monthly work bill of the Sub Contractor.



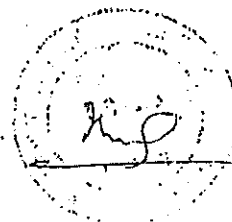
CONTRACT AGREEMENT NO. C3/2011

THIS AGREEMENT MADE this 25th day of July, 2011, BETWEEN Punatsangchhu-II Hydroelectric Project Authority (PHPA-II), Thimphu, Bhutan (hereinafter called "the PHPA-II") of the one part and M/s. Jaiprakash Associates Limited, Sector - 128, Noida-201 304, Distt. Gautam Budh Nagar, Uttar Pradesh, India, (hereinafter called "the Contractor") of the other part.

WHEREAS the PHPA-II is desirous that the Works contained in the Package designated as Contract Package No. C3 in the Bidding Documents, viz. **Construction of Head Race Tunnel from Surge Shaft end, Surge Shaft, Butterfly Valve Chamber, Pressure Shafts, Power House and Tailrace Tunnel including Hydro-mechanical works** should be executed and has, by a Letter of Award No. PHPA-II/CE(C)/C3-221/2011/144 dated 26.06.2011 accepted the Bid submitted by the Contractor for the execution and completion of the Works.

NOW THIS AGREEMENT WITNESSETH as follows;

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz;
 - i) this Contract Agreement No. C3/2011,
 - ii) the Letter of Award issued under PHPA-II's letter No. PHPA-II/CE(C)/C3-221/2011/144 dated 26.06.2011.
 - iii) the Additional Conditions of Contract contained in Volume-I of the Bidding Documents incorporating Corrigenda/Addenda.
 - iv) the General Conditions of Contract contained in Volume-I of the Bidding Documents incorporating Corrigenda/Addenda.
 - v) the Technical Specifications contained in Volume-IIA and Volume-IIB of the Bidding Documents incorporating Corrigenda/Addenda.
 - vi) the Drawings contained in Volume-IV of the Bidding Documents incorporating Corrigenda/Addenda.
 - vii) the Priced Bill of Quantities contained in Volume-III of the Bidding Documents incorporating Corrigenda/Addenda, after carrying out arithmetic corrections and applying discount of 15.10% on the quoted rates.



- viii) the Techno-Commercial bid submitted by M/s Jaiprakash Associates Limited vide letter No. JA: T&C:8.346(PH) dated 23.04.2011 read in conjunction with subsequent correspondence listed in Para 3 below.
- ix) the Information and Instructions for Bidders contained in Volume-I of the Bidding Documents incorporating Corrigenda/Addenda.
- x) the Geotechnical Report contained in Volume-V of the Bidding Documents incorporating Corrigenda/Addenda.

3. In addition to the above, the following correspondence exchanged between PHPA-II and M/s Jaiprakash Associates Limited on various aspects of the bid shall also form part of the Contract Agreement:

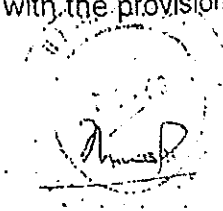
PHPA-II Letter Nos.:

- i) PHPA-II/CE(C)/Civil Works-221/2011/18 dated 02.02.2011
- ii) PHPA-II/CE(C)/Civil Works-221/2011/27 dated 11.02.2011
- iii) PHPA-II/CE(C)/Civil Works-221/2011/48 dated 10.03.2011
- iv) PHPA-II/CE(C)/C3-221/2011/59 dated 11.03.2011
- v) PHPA-II/CE(C)/Civil Works-221/2011/66 dated 26.03.2011
- vi) PHPA-II/CE(C)/ C3-221/2011/80 dated 31.03.2011
- vii) PHPA-II/CE(C)/ C3-221/2011/90 dated 31.03.2011
- viii) PHPA-II/CE(C)/ C3-221/2011/111 dated 02.05.2011
- ix) PHPA-II/CE(C)/ C3-221/2011/126 dated 15.05.2011
- x) PHPA-II/CE(C)/ C3-221/2011/136 dated 17.06.2011
- xi) PHPA-II/CE(C)/C3-221/2011/144 dated 26.06.2011

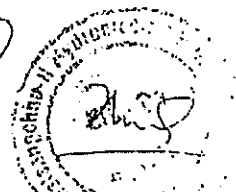
M/s Jaiprakash Associates Limited's Letter Nos.

- i) JA : T&C : 8.346 (PH) dated 12.01.2011
- ii) JA : T&C : 8.346 (PH) dated 02.03.2011
- iii) JA : T&C : 8.346 (PH) dated 20.03.2011
- iv) JA : T&C : 8.346 (PH) dated 19.04.2011
- v) JA : T&C : 8.346, dated 23.04.2011
- vi) JA : T&C : 8.346 (PH) dated 23.04.2011
- vii) JA : T&C : 8.346 (PH) dated 07.05.2011
- viii) JA : T&C : 8.346 (PH) dated 12.05.2011
- ix) JA : T&C : 8.346 dated 20.05.2011
- x) JA : T&C : 8.346 (PH) dated 18.06.2011
- xi) JA : T&C : 8.346 (PH) dated 30.06.2011

- 4. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in case of ambiguities or discrepancies, shall take precedence in the order set out under para 2 above.
- 5. In consideration of the payment to be made by the PHPA-II to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the PHPA-II to execute and complete the Works in conformity, in all respects, with the provisions of the Contract.



6. The Contract Price in respect of this Contract shall be Rs./Nu. 8,557,529,885.00 (Rupees/Ngultrum Eight Billion Five Hundred Fifty Seven Million Five Hundred Twenty Nine Thousand Eight Hundred Eighty Five only), as detailed at Sl. No. 1 of the letter of Award dated 26.06.2011.
7. The PHPA-II hereby covenants to pay the Contractor, in consideration of the execution and completion of the Works, the Contract Price at the times and in the manner prescribed by the Contract.
8. The documents specified under Sl. No. 2 and 3 above shall be designated as under:
- 8.1 Contract Agreement No. C3/2011: Document No. I
- i) Contract Agreement
 - ii) Letter of Award
 - iii) Correspondence exchanged between the PHPA-II and the Contractor
- 8.2 Contract Agreement No. C3/2011: Document No. II
- Priced Bill of Quantities
- 8.3 Contract Agreement No. C3/2011: Document No. III
- Commercial and Technical Details contained in the Contractor's Bid
- 8.4 Contract Agreement No. C3/2011: Document No. IV
- i) Information and Instructions for Bidders
 - ii) Brief Description of the Project
 - iii) General Conditions of Contract
 - iv) Additional Conditions of Contract
 - v) Model Rules for Health and Sanitary Arrangements for the Contractor's Workmen.
 - vi) Contractor's Labour Regulations
 - vii) Safety Precautions
 - viii) Formats
 - ix) Annex(I-XI)
- 8.5 Contract Agreement No. C3/2011: Document No. VA
- Technical Specifications for Civil Works
- 8.6 Contract Agreement No. C3/2011: Document No. VB
- Technical Specifications for Hydro-mechanical Works



8.7 Contract Agreement No. C3/2011: Document No. VI

Drawings

8.8 Contract Agreement No. C3/2011: Document No. VII

Geotechnical Report

IN WITNESS whereof the parties have hereunto set their respective hands and seals on the day and year first written above.

SIGNED, SEALED AND DELIVERED

For and on behalf of
M/s Jaiprakash Associates Limited

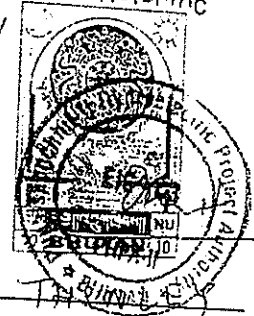


NAME MANOJ GNR

Designation and ADDRESS
Executive Chairman

Authorized Signatory

For and on behalf of
Punatsangchhu-II Hydroelectric
Project Authority



NAME _____

Designation and ADDRESS
SE (PH)

PHPA-II
Authorized Signatory

In presence of:

NAME PANKAJ GAUR
Designation and ADDRESS
Jt MD
JAL

NAME P. D. Sharma
Designation and ADDRESS
Joint President
JAL

In presence of:

NAME DILIP SUTRADHAR
Designation and ADDRESS
Project Manager, WAPCOS
PHEP-II, Lobsa

NAME DORJI WANGEL
Designation and ADDRESS
Chief (P&A) PHPA-II
Dorji Wangyel

**PROFORMA OF JOINT DEED OF UNDERTAKING BY THE NOMINATED SUB-CONTRACTOR AND
THE MAIN CONTRACTOR**

(TO BE AFFIXED WITH STAMP OF APPROPRIATE VALUE)

1. WHEREAS Punatsangchhu-II Hydroelectric Project Authority (hereinafter referred to as "PHPA-II" or the "Employer" which expression shall include its successors, executors and permitted assigns) awarded the work of C3 Package "Construction of Headrace tunnel from Surge Shaft end, Surge Shaft, Butterfly Valve Chamber, Pressure Shafts, Power House and Tail Race Tunnel, including Hydro-Mechanical works" to M/s Jaiprakash Associates Limited on 25.07.2011. The C3 Contract Package is hereinafter called as the "Main Contract". M/s Jaiprakash Associates Limited is a Company incorporated under the laws of India and having its Registered Office at (hereinafter called the "Main Contractor" which expression shall include its successors, executors and permitted assigns).
2. WHEREAS the PHPA-II invited Bids from Specialized Agencies vide its Invitation No. for the Work of "**Treatment of collapsed rock mass between Northern and Southern end Retaining walls in Downstream Surge Gallery (DSG) by way of Grouting and Cable Anchoring**". Against the above invitation, the Specialized Agency, a Company incorporated under the laws of having its Registered Office at (hereinafter called the "Nominated Sub-Contractor" which expression shall include its successors, executors and permitted assigns) submitted bid to PHPA-II for the work of "Treatment of collapsed rock mass between Northern and Southern end Retaining walls in Downstream Surge Gallery (DSG) by way of Grouting and Cable Anchoring".
3. WHEREAS as per terms of the Main Contract inter alia stipulates that the Main Contractor shall be required to furnish to the PHPA-II:
 - (i) Mobilization Advance payment Bank Guarantee upto 5% of Contract Value for payment of interest free Mobilization Advance of equal amount,
 - (ii) Performance Bank Guarantee amounting to 2.5% of Contract Value valid till 30 days beyond Defects Liability period of 36 months,
 - (iii) Retention Money Bank Guarantee for release of Retention Money amounting to 2.5% of Contract Value valid till 30 days beyond Defects Liability period of 36 months.



Annexure-III

4. WHEREAS, the Nominated Sub-Contractor shall be required to furnish Bank Guarantees, referred to in para 3 above, to the Main contractor and the Main Contractor shall in turn furnish the said Bank Guarantees to the PHPA-II. The Nominated Sub-Contractor and the Main Contractor under this Joint Deed of Undertaking for sake of operational convenience jointly agrees that the Nominated Sub-Contractor shall furnish the said Bank Guarantees referred to in para 3 above, directly favouring the PHPA-II, who is fully authorised to operate the Bank Guarantees.
5. NOW THEREFORE THIS UNDERTAKING WITNESSETH executed this day of..... 2019 by the Main Contractor and the "Nominated Sub-Contractor" in favour of PHPA-II as under:
 - i) Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Nominated Sub-Contractor in particular hereby agrees to deploy and depute its technical personnel, equipment, manpower and/or other resources on continual basis throughout the construction period of the proposed sub-let works until its completion of Works in the scope of the Nominated Sub-Contractor.
 - ii) This Deed of Undertaking shall be construed and interpreted in accordance with the laws of Royal Government of Bhutan.
 - iii) The Bank Guarantees shall be unconditional, irrevocable and valid till the completion of the part of the Works executed by the Sub-Contractor. The Bank Guarantee amount shall be payable to the Employer on demand without any reservation or demur.
 - iv) We, the Nominated Sub-Contractor and the Main Contractor agree that this Undertaking shall continue to be enforceable till it is discharged by the Employer. It shall become operative from the Commencement Date of the Contract.

IN WITNESS WHEREOF, the Nominated Sub-Contractor and the Main Contractor have through their authorized Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned, at -----
(name of place).

WITNESS

For Nominated Sub-Contractor



Annexure-III

1.
(Signature)

(Name in Block Letter)
(Office Address)

Signature of Authorized
(Representative)

Name
Common Seal of Company
.....
For the Main Contractor

2.
(Signature)

(Name in Block Letter)
(Office Address)

Signature of Authorized
(Representative)

Name.....
Common Seal of Company
.....

