

(TO BE ATTACHED WITH TECHNICAL BID AND PRICE BID)

SPECIAL CONDITION FOR ELECTRICAL
INSTALLATION WORK

Civil contractors have to follow terms & condition mention below.

1. The electrical installation work should be carried out by State Govt. approved electrical contractor registered in appropriate categories as amount of E.I. work. Memorandum of Understanding (MOU) with Electrical contractor must be produce by civil contractor while submitting his offer. The work must be carried out and completed by the same electrical contractor or As approved by Executive Engineer (Electrical) of concern R & B Division.
2. Supervision, inspection & approval of materials for electrical installation work will be carried out by concern Executive Engineer (Electrical) R & B. Work measurement & bill will be prepared by the same authority as mentioned above.
3. The contractor should follow the Govt. rules & regulation & financial position at the time of submitting the bill.

Deputy Executive Engineer
Palanpur Elect. subdivision (R&B)
Palanpur

Executive Engineer
Mehsana Electrical (R&B) Division
Mehsana


THE FOLLOWING CLAUSE SHALL BE DEEMED TO HAVE BEEN INCLUDED IN ALL TENDERS FOR BUILDING WORKS ESTIMATED COST UP TO & ABOVE Rs. ONE CRORE.

NOMINATED ELECTRICAL SUB-CONTRACTOR

- 1 The main contractor shall identify in his bid/offer and name Electrical Contractor who will execute electrical items of the contract. Such electrical contractor will be referred to as "Nominated Electrical Sub Contractor". The Electrical Sub-Contractor shall fulfill the following conditions.
 - 1.1 He should be registered in Appropriate Class as Electrical contractor by any Electrical Division of R&B Department or Narmada and Water Resources Department of Government of Gujarat.
 - 1.2 He should be holding currency valid registration certificate issued by the above specified Electrical Division.
 - 1.3 He should have spare capacity to execute the electrical component of the contract work taking into consideration his contract works on hand. For this purpose, he should furnish the statement showing the details of contract works on hand, total value of such works executed up to the month including the month of submission of this offer and the balance value of contract works in progress yet to be executed.
- 2 The main contractor should produce with his offer "Memorandum of Understanding" with the Electrical Sub Contractor disclosing the terms and conditions Specifying the obligations regarding performance of the contract work pertaining to Electrical portion of this tender. Such memorandum of understanding must contain, besides other terms, the following provision. "That in respect of work, goods, materials or services the subject of the Sub contract, the nominated Electrical sub contractors will undertake towards the contractor the like obligations and liabilities as are imposed on the contractor towards the employer by the terms of the contract"
- 3 The nominated Electrical Sub Contractor shall be approved subjects to the following condition.
 - 3.1 The works, goods, materials, services and electrical items to be executed by the nominated electrical sub contractor will be subject to approval and supervision of Executive engineer (electrical).
 - 3.2 The rates, quantities as measured and amount payable for electrical items of work will be certified by the Executive engineer (electrical) and the same will be paid in the running bills and final bill of the main contractor.
 - 3.3 The main contractor and nominated electrical sub contractor will be jointly responsible for quality of electrical portion of contract work and for rectification of defective work up to defect liability periods as per condition of contract i.e. as in the tender document.
 - 3.4 Prior approval of the engineer in charge will be necessary for relieving nominated electrical sub contractor before contract work is accepted as completed and for appointment of new electrical sub contractor. The approval will be given subject to such conditions as the engineer in charge may consider necessary for satisfactory and timely completion of electrical portion of contract. The engineer in charge will have powers to reject the premature relief of nominated electrical sub contractor if he is not satisfied with reasons for relieving the nominated electrical sub contractor and after such refusal, the main contractor shall be deemed to have committed default in performance of the contract if he do not restore the originally approved nominated electrical sub contractor. The approval of new electrical sub contractor will be subject to fulfillment of all requirements prescribed for approval of electrical sub contractor.
- 4 The bidder shall have to confirm that the electrical sub contractor shall execute the electrical items of the contract fulfilling following requirement.
 - 4.1 All equipments, materials and other accessories to be provided by the contractor under the terms of this contract shall confirm to the relevant ISS samples of materials and accessories to be supplied shall be furnished for approval to the engineer in charge well before they are used on the work. The make of these shall be preferred from the approved list of material for use on works for relevant SOR or at appendix of the tender document as may apply.

- 4.2 The installation shall also be carried out strictly in conformity with the requirement of Indian electricity act-1910 as amended and the Indian electricity rules 1956 as well other statutory regulations that may be relevant to such electrical installations.
- 4.3 In this electrical work, erection, testing and commissioning shall comply with relevant Indian standards and codal practice in force.
- 4.4 Good workmanship is the essence of this contract and shall be observed during executing of work at all times. A qualified and experienced supervisor shall be engaged appropriate nature of work by the contractor as well any defect noticed by the engineer in charge shall be rectified by the contractor immediately free of cost.
- 4.5 After completion of works / installations necessary tests will be carried out as may require under relevant rules including:
- Insulation resistance test with 500 v / 1000 v meger for 250 v / 415 v system respectively and the test result should not be less than 1 mega ohm value.
 - Resistance to earth of any point in grounding system the test result should not exceed one (1) ohm.
- 4.6 On completion of the electrical installation work the contractor shall submit six copies of "RECORD PLAN" indicating very clearly the runs of various size of mains, submains, position and circuit of all points with their subjective controls etc. duly signed by the licensed electrical supervisor & contractor under whose supervision this work has been carried out.
- 4.7 The electrical contractor shall furnish the test certificate / test reports in prescribed proforma duly signed as may require and arrange to obtain electrical power connection from the licensee of the region on completion of this work without any delay.
- 4.8 Any other clause that may be thought proper and applicable by the Government shall be binding on the bidder.
- 5 The employer will not be responsible for financial settlements and disputes settlements between the main contractor and electrical sub contractor.
- 6 Before issuing the completion certificate or preparation of the final bill the engineer in charge shall be entitled to demand from the main contractor reasonable proof that all payments, less retentions, security for performance, tax deductions in respect of work or goods, material or services rendered by or supplied by nominated electrical sub contractor have been paid or discharged by the contractor to the nominated electrical sub contractor. If the main contractor can not satisfy the employer by furnishing reasons for non payment of dues to the nominated electrical sub contractor, the engineer in charge shall be entitled to retain the disputed amount after production mutually agreed settlement of account or the award of the arbitrator to be nominated by engineer in charge for settlement of such dispute at the cost of main and nominated electrical sub contractor.

Also the security deposit along with performance bond of electrical sub contractor shall become refundable only after getting no objection certificated from concerned authority.


Dy. Executive Engineer,
Palanpur Elect. (R & B) sub. Div.
Palanpur

Executive Engineer,
Mehsana Electrical (R & B) Division
Mehsana

300 Rs.

NON JUDICIAL STAMP
MEMORANDUM OF UNDERSTANDING

- A. This Memorandum of understanding is made on this day of _____ Between _____ Having office at _____ Of the First party (Here in after called first party) and _____ Having office at _____ of the Second party. (Here in after called Second Party)
- B. Whereas, If the First party is awarded the work of by Executive engineer R&B State Palanpur, t h e Second Party has shown his willingness to execute the electrical work only the amount as sanctioned by mutual agreed item Rates by both the party and under the same specification and conditions of which the contract will be awarded to the First Party by ,and hereby agree to undertake the contract under the item rates as mutually agreed in Annexure —I
- C. **NOW THIS MEMORENDUM OF UNDERSTANDING WITNESS AS FOLLOWS**
1. The First party will pay to the Second party against each bill submitted as per rate and terms and conditions in attached Annexure — I of every certified bill of the Second party.
 2. The Second party has to complete this work within the stipulated time limit under the same terms and conditions and rates, which have been agreed by the First party as above.
 3. The First party will deduct any tax, rates and duties as per the prevailing laws and rules in force as per the Central and State Government or any other Local body and issue necessary Certificates to Second party as prescribed under the respective act or laws to enable them their necessary return with appropriate Government Authority.
 4. The Second party will be responsible to employ necessary skilled and competent labours and purchase of materials and for any such acts which may require to complete the work at his own risk and cost The Second party will also be held responsible to fulfill any loss suffered as a result of accident to labours, vehicle, etc. arise from the act of Second party and will have to pay any such compensation to the affected party.
 5. If either of the party wish to terminate the contract, at least one month's notice will be issued in advance to the other party of the contract and thereafter the

books of accounts will be settled within a period of one week. The Second party will provide the details and information with regards to accounts, materials at site, measurement of the work, record of the labours and materials used, etc. In case of dispute sole arbitrator appointed with the mutual consent of the parties and the decision taken by the sole arbitrator will be binding to both the parties.

6. The Second party will abide by the time schedule for the execution of the contract and in case of any delay in completing the work by the Second party, the amount levied by the Executive Engineer, (R&B) Division, Palanpur Due to time extension for completing the work will be borne by the Second party.
7. The First party is not liable to repay any loan advance or debt or credit facility taken by the Second party and such credit facilities and debt should be paid by his own personal responsibility and at his own cost.
8. It is agreed that the Second party will be held responsible for the payment of any tax and duties to the Government or any local bodies as per the prevailing rates or future rates which may be changed by the Government or any local authorities.
9. The Second party hereby agrees to execute the work strictly as per specification laid down in the tender and complete the work within time limit specified in the tender. If any breach to the contrary and any reduced rate or penalty imposed Executive Engineer, (R&B) Division, Palanpur the First party shall have the right to recover such losses or penalty from the Second party The Second party hereby also agrees to make the good to the First party any losses or damages suffered by him on this account and will also be responsible for legal procedure to be done for this purpose.
10. The Second party hereby agrees that he would bring all materials, equipments, machineries, vehicles, etc. required for the purpose of work at his own risk to the site as per the tender conditions. Any scrap or bad materials or surplus materials are also be shifted from the site of work as per the instruction of the Engineer-in-Charge. The Second party has also to carry out any such instruction and or changes as may be proposed by the Engineer-in-Charge from time to time within the scope of tender conditions.
11. The works, goods, materials, services and electrical items to be executed by you will be subject to approval and supervision of Executive Engineer (Electrical).
12. The rates, quantities as measured and amount payable for electrical items of work will be certified by the Executive Engineer (Electrical) and the same will be paid in the running bills and final bill of the main.

13. The First Party and Second Party will be jointly responsible for quality of electrical portion of contract work and for rectification of defective work upto defect liability periods as per condition of contract, i.e. as in the tender document.
14. Prior approval of the Engineer in Charge will be necessary for relieving Second Party before contract work is accepted as completed and for appointment of new electrical sub contractor. The approval will be given subject to such conditions as the Engineer in Charge may consider necessary for satisfactory and timely completion of electrical portion of contract. The Engineer in Charge will have powers to reject the premature relief of Second Party if he is not satisfied with reasons for relieving the Second Party and after such refusal, the First Party shall be deemed to have committed default in performance of the contract if we do not restore the Second Party.
15. All equipments, materials and other accessories to be provided by the Second Party under the terms of this contract shall conform to the relevant ISS samples of materials and accessories to be supplied shall be furnished for approval to the engineer in charge well before they are used on the work. The make of these shall be preferred from the approved list of material for use on works for relevant SOR or at appendix of the tender document as may apply.
16. The Installation shall also be carried out strictly in conformity with the requirement of Indian electricity act-1910 as amended and the Indian electricity rules 1956 as well as other statutory regulations that may be relevant to such electrical installations.
17. In this electrical work, erection, testing and commissioning shall comply with relevant Indian standards and code practice in force.
18. Good workmanship is the essence of this contract and shall be observed during executing of work at all times.

A qualified and experience supervisor shall be engaged appropriate nature of work by you as well any defect noticed by the engineer in charge shall be rectified by you immediately free of cost.
19. After completion of works / installations necessary tests will be carried out as may require under relevant rules including:
20. Insulation resistance test with 500v/ 1000 v meger for 250 v/ 415 v system respectively and the test result should not be less than 1 mega ohm value.
21. Resistance to earth of any point in grounding system the test result should not exceed one (1) ohm.

22. You shall furnish the test certificate / test reports in prescribed Performa duly signed as may require and arrange to obtain electrical power connection from the licensee of the region on completion of this work without any delay.
23. Any other clause that may be thought proper and applicable by the Government shall be binding on the bidder.
24. The First party will deduct 2% Security Deposit from all R.A. Bills and Final bill and this be refunded to the Second party after completion of defect liability period
25. Both the parties have executed this agreement at after careful reading and understanding and with full sense, which are acceptable to both the parties.

SIGNATURE WITH SEAL

The First Party

The Second Party

Witness

**Deputy Executive Engineer,
Palanpur Electrical Sub Division,
Palanpur**

**Executive Engineer
Mehsana Electrical (R&B) Division,
Mehsana**