

## **GENERAL TERMS & CONDITIONS**

- (1) The work should be carried out strictly as per specifications and approved designs of the Company which will be supplied by the Engineer In-charge for reference at the request of the contractor. The inferior and unsatisfactory work is liable to be rejected.
- (2) Before commencing the erection of lines, the contractor will be provided with the schedule and the detailed layout map. The work will have to be carried out as per program laid down by department and under the entire supervision of field engineer and contractor should employ supervisor who could supervise the works throughout and he should remain present on site.
- (3) Marshy or water logged locations must be avoided as far as possible. If it becomes inevitable to locate poles at such points, special precautions about foundation will have to take and work carried out as per instructions of the Engineer In-charge.
- (4) The spans shall be specified in the pole schedule and the minimum spacing between the power conductors and conductors and neutral shall be as shown in approved drawings.
- (5) No tools will be supplied by the department. The work if found inferior and not up to standard of the Company's is liable to be rejected at the risk and cost of the contractor. Any expenditure incurred for rectification work carried out departmentally or by employing hangami labour will be recovered from his R.A bills, if the contractor fails to rectify the inferior work done by him in spite of the instructions to rectify the same.
- (6) Before starting the work (New, alteration or addition) and during the progress of works the contractor must obtain line clear where ever necessary from the concerned officers of this department.
- (7) So long as the line is not handed over to the company, the responsibility of its safe custody and of all fixture and materials etc. lying with that of the contractor will be that of the contractor.
- (8) **Earnest Money Deposit:**
  - (a) Earnest Money deposit (As per DGVCL norms) as indicated on the face sheet should be paid by the tenderer along with the tender in cash or by demand draft on any nationalized bank in favour of "Dakshin Gujarat Vij Company Limited" in which case receipt shall be attached with tender invariably.
  - (b) Tender without earnest money will not be considered for acceptance.
  - (c) Earnest Money Deposit will be forfeited in case the successful tenderer after his tender has been accepted fails to pay the prescribed security deposit and execute the contract agreement on a non-judicial stamp of Rs.100/- at his own cost and sign the contract booklet.
- (9) **Validity of Tenders:**

All tenders shall be opened for acceptance by the Company for a period of 120

days from the date of opening the tenders and may be further extended to 30 days, if required and the tenders shall be bound to execute the work on acceptance of his tender within the period.

(10) **Acceptance of Tenders:**

- (a) The Company does not bind to accept the lowest or any tender with any reason for the rejection. It is also not binding on the company to disclose any analysis reports on the tender.
- (b) Accepting authority reserves the right of rejection of any or all tenders without assigning any reason thereof.
- (c) Any tender who does not comply the above requirements is liable to be rejected.

(11) **Security Deposit:**

The lowest tender whose tender is accepted shall have to pay 5% security deposit of the tender cost.

(12) **Contract Documents:**

The lowest tendered whose tender is accepted will have to execute a stamped agreement in standard form with the company and will have to sign the contract booklet viz Tender and contract for works at his own cost. In case of partnership firms, necessary partnership documents, in original along with its copy will have to be produced for verification along with authority to sign the bills measurement and enter in to contract as well as correspondence with the company. Wherever required necessary power of attorney will have to be produced especially when the partnership deed is silent on the point of authority to deal with the Company. The contractor will have to execute the documents and sign the booklet "Tender and contract for work" before starting the work.

If a contractor happens to be a sole trader he will have to produce an affidavit made before Magistrate to that effect.

(13) **Jurisdiction:**

Any dispute or differences arising under out of in connection with the contract shall be subject to the exclusive jurisdiction of Valsad Rural Division.

(14) **Addressing Tenders:**

If EMD and Tender Fee should be submitted in envelopes or if Online then upload with online Bid. if submit in envelopes then which must be properly sealed by the tenderers with their office seal and must be super scribed with the following.

- (a) Tender No and the name of the proposed work.
- (b) Returnable date and time of tender. It is the responsibility of the tenderer to see that the tenders are received in company office or tender box within the stipulated time and date. The envelope must bear full address of the tenderer.

- (15) The company's general conditions of contract will apply to all the contractors and he is deemed to be fully aware of the company's general conditions of contract for the works in respect of security deposits, penalty for late completion of work etc and any ignorance of these conditions will not exempt the contractor from the liability to abide by the same.

Submission of a tender by a tenderer implies that he has read that the instructions and conditions of contract contained in booklet and has made himself aware of the scope and specification of the work to be done and of the conditions and rate at which stores etc. will be issued to him and local conditions and other factors bearing on the execution of work.

If the contractor stands lowest for more than one tender it will be at the discretion of the competent authority whether to award more than one work or not without assigning any reason thereof.

(16) **Safety :**

Before starting any work on line or pole etc by the labourers of the contractor it will be the responsibility of the contractor obtain line clear from the concerned officer. The Company is not liable for any injury or damage to contractor's workman or his equipment respectively during execution of this contract and the Company will not pay any compensation for any reasons whatsoever.

(17) The contractor shall not demand or accept any help from the intending consumers in line erection works or in transport of materials.

(18) Whenever there is an excess work carried out by a contractor beyond the technically sanctioned amount against the work order given the approval for the excess quantity of work done should be obtained from the competent authority as per Company rules.

(19) The erection work should be started from the date of commencement given in the order and should be completed within the prescribed period for each work. The contractor is bound to complete the work within the specified period of each work, given by Executive Engineer.

(20) The contractor should obtain the clearance before starting any work by his labour on transmission line or pole from the concerned Deputy Engineer failing which company will not be responsible of any incident occur there from.

(21) The contractor should have to provide safety tools while working at the site.

(22) You must have to ensure that every labour have to use Safety tools and equipment's and follow CEA guideline compulsory. If any accident occurred due to violence of safety rules then the contractor to have pay ex-gracias amount as per rules. Otherwise the amount deducted from your bill.

(23) **Extension of Time Limit:**

(a) If for any reasons, the contractor is not in a position to complete the work within the stipulated period, he should put his application to the Engineer in charge before one month of the expiry of the stipulated time limit giving valid reasons for the required extension.

(b) In case of any non-supply of materials from stores, the contractor will have to intimate the Sub-Division Office or Division office quoting the MR No and date for non-receipt of materials. The intimation will be considered for extension in time limit. The time limit will be considered on the basis of number of "Working Days" or "Months".

It will be the responsibility of the contractor to intimate the closing down

and recommencement of work at all stages to the engineer in charge or vice versa in writing with de reason for the closing down of the work with specific of days for which work will remain closed.

In case of failure on the part of the contractor his claim for extension of time limit will not be entertained. In case of no intimation in these regards the reason for delay on this ground will not be accepted.

(24) Priority of work would be decided by the competent authority and contractor shall carry the work within the stipulated period of the order by the competent authority.

(25) The contractor must have adequate resources and gang of unskilled personnel to undertake the work at different places simultaneously.

(26) The contractor will be given the separate order for each work on the basis of the rate contract order. The date of commencement and date of completion of work will be stipulated in the order which the contractor has to agree otherwise the penalty will be liable for the late completion of work as per Company standard conditions. The R.A. bills and final bill will be admitted against this order and will be finalized accordingly.

(27) If during 12 calendar months from the date of handing over charge after completion of work the erected lines are found defective in any way, the same should be rectified by the contractor at his own risk and cost.

(28) The contract will remain in force for the period of one year from the date of issue of commencement order.

**(29) TERMS OF PAYMENT:**

(a) The payment will be made to the contractor by A/C. payee Cheque on local bank subject to an advance stamped receipt being received from payee.

(b) The total payment through all the RA bills combined together will not exceed 75/80% of the actual work executed against the sub work order placed against the annual rate contract. The payment to the contractor through R.A. bill will be made only after 50% of works done and provided the contractor furnishes the material accounts in respect of pervious R.A. bill otherwise the payment through R.A. bills shall not be made. No R.A. bill will be paid without recording the measurements and the preparation of material account.

**(30) Recording of measurements in the presence of contractor.**

(c) **If case of work carried out satisfactorily by the contractor.**

In the work has been carried out satisfactorily the contractor with prior intimation from the company's officers shall have to witness the recording of measurements on the appointed date within one month of the completion of work. If the contractor fails to remain present on the appointed date a notice under Registered cover with A.D. will be served on him to witness the recording of measurement by prior appointment with the Company's officer within ten days of the receipt of notice or within such extended period applied for by the contractor and granted by the company's officer if the contractor still fails to come for recording of measurements within the original or extended period of time granted by the company's officer, then the recording of measurement will be carried out thereafter unilaterally by

the company's officer and the Final Bill finalized as per measurements, recorded by the company's officer and the same shall be binding on the contractor no request than will be entertained.

(d) **In case of work not carried out satisfactorily.**

In case of work not carried out satisfactorily, either during the progress of work or on its completion the conditions as specified vide conditions No.5 read with condition No.4 (b) of tender and contract for works booklet shall apply and the recording of measurements shall be done within one month of completion of work after rectification of defects by contractor or by the Company at the contractor's cost as the case may be and any further delay in the recording or measurements and finalization of the final bill due to the fault of the contractor shall be subject to the conditions as laid down in clause 9 (a) above of the contract booklet.

**(31) SUBMISSION OF ACCOUNTS BY CONTRACTOR:-**

The contractor shall submit materials account with each R.A.Bill also he shall on completion of the work have to prepare and render the final detailed materials account of the materials received by him from the Company's store within one month from the date of completion of work if however the contractor does not render the materials accounts a notice shall be issued to be contractor under Registered A.D. to render the materials account within ten days from ten date of issue of the notice in default, the materials account and procedure which shall have to be accepted by the contractor and disputes if any raised shall not be entertained the balance materials also will have to returned by the contractor within one month from the date of completion of work otherwise Company is not liable to accepted at a of date.

**(32)** The contractor will not be allowed to transfer materials from one work to another without written permission of the field officer justifying the reasons for such transfer.

**(33)** Any rules framed or instructions issued regarding contractor by the Company or its representative after awarding this contract shall also form part of this contract and will be binding to the contractor.

**(34)** On completion of work contractor will inform the Dy. Engineer and Dy. Engineer will see that if any rectifications are to be carried on that work will intimate the contractor 15 days in writing from the date of receipt of the letter from the contractor giving him time limit of 7 days to carry out the rectifications pointed out. If the contractor fails to do the rectification, addition, or alterations etc. within the above time limit of 7 days then the same will be got done through other agency or Dept. Labour at the risk and cost of the contractor without giving any further notice or any intimation. No complaint will be entertained from the contractor in this regards and amount will be recoverable with 15 % supervision charges.

**(35)** 25% more charges are to be paid to the work carried out in Cyclone.

**(36)** Earthling certificate must be taken from the Line Staff and it is to be submitted along with the final bill.

**(37) The tender without Electrical Contractor License (Issued by Competent authority) will not be accepted. Or appointment of licensee**

**supervisor having notarized affidavit on non-judicial stamp of Rs 300/- during acceptance of tender.**

**38. New erection and maintenance work related data should be update in geo urja system before put bill at division office.**

**39. Use call Before You dig mobile application before digging for erection or maintenance work.**

Signature of the contractor