

## **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 be taken 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 (1% of the estimated cost) 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.

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.300/- 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. Security deposit cum performance guarantee shall be paid by contractor/tenderer within 10 (Ten) days from date of letter of acceptance i.e. LOA / LOI (Letter of Intent). If the performance guarantee i.e. BG (bank guarantee) is not submitted within 10 (Ten) days after the receipt of the LOA / LOI, then in such case the work order shall be out rightly cancelled at the risk and cost of the contractor/Tenderer at the discretion of the DGVCL and without entering into any correspondence and this shall be binding on the contractor/Tenderer.

**(12) Solvency Certificate / Bank Guarantee:**

The lowest tender whose tender is accepted shall have to produce within 10 days the solvency certificate from the collector of district within which he resides or bankers certificate of his financial stability for the amount as deemed fit by the undersigned. In case of partnership firm each individual partner will have to produce solvency certificate as above. The solvency certificate will have to be renewed every year or whenever asked for in the interim period.

**(13) 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.

- (14) **In Case of Any Emergency order May be transfer in other subdivision under jurisdiction of Waghai Division**
- (15) **Safety equipment should be provided by Contractor**