

### **Terms and Condition for TC replacement work:-**

- 1)** Transformer is to be replaced on the same day and credited to division store on the same day.
- 2)** S/dn office Jr. Asst/D.E. have to give SMS to concern contractor to replace transformer with giving SMS copy to J.E. (TMS). After giving SMS to contractor transformer must be replaced within 24 hrs.
- 3)** The above time duration may vary as per availability of transformer and current situation which is to be justify by concern D.E. of s/dn and JE (TMS). Record for the same is to be maintain by concern s/dn & J.E. (TMS).
- 4)** Contractors have to give SMS to J.E. (TMS) and s/dn D.E. after replacement of transformer.
- 5)** If any transformer laying with the contractor or s/dn more than 48 hrs penalty is to be deducted as per rules.
- 6)** MATERIALS TO BE SUPPLIED BY THE DGVCL: Materials required for this work will be supplied to you from Waghai division office/RSO store as per Schedule ' B ' of the tender (Copy enclosed).
- 7) FINALISATION OF MATERIAL ACCOUNT FOR REPAIRING BILLS:** You shall co-operate with the DGVCL in recording measurement etc. as expeditiously as possible and you shall fulfill all the requirements which are necessary to finalize your outstanding bills within 6 months from the date of completion of work, failing which the DGVCL shall finalize the account on the basis of its records and pay you such amount as is found due to you together with amount of security deposit, if any, remaining payable to you after deducting there from the amount due by you to the DGVCL and the DGVCL shall not entertain and further claim from you thereafter.
- 8) CONDITIONS OF CONTRACT:** Conditions given in DGVCL Booklet "Tender and contract for works" will be applicable to this order and all the conditions enumerated therein will be binding on you.
- 9) SPECIFICATION:** The work will have to be carried out according to the departmental specifications and drawing and instruction issued by this office from time to time in this behalf.
- 10) SECURITY DEPOSIT/Bank Guarantee against S.D:** The L-1 bidder have to pay Security deposit of 5% of order value and submit solvency certificate of 20% of order value before issue of order.
- 11) G.S.T. Registration and Number required at the time of tendering.**
- 12)** L-1 bidder has to execute the Indemnity Bond prescribed by the company on stamp paper of Rs.300/- Plus Revenue stamp of one rupees before starting the work at your cost with regard to Fatal Accident to the contractor's man. Stamp paper of Rs.300/- regarding using safety tools And Indemnity bond on Stamp paper of Rs.300/- for material also. Please communicate the receipt of this order and arrange to pay the amount of Security Deposit and produce the solvency certificate as stated above.



**13)** The commencement date is to be considered as the date of material issued.

**14) Terms of Payment:** The bill shall be submitted by the contractor for the work executed each month on or before the 15th day of next month and verified and recorded by Engineers-in-Charge of the office and the claim so far as it is admissible shall be adjusted, if possible, along with the submission of payment PF for previous month. The raising bill by the contractor which shall be recorded in MB & RA bills by the concern engineering in charge of the company at Sub-Division/Division(i.e. Dy. Eng. / DE-Tech).

**15) Technical Specifications:** The work shall be carried out as per detailed specifications and instruction issued by higher authorized officer inclusive of any subsequent modifications in it issued by DGVCL.

**16) Discipline Security and Safety:** Personnel deployed by your firm at site either directly or indirectly adhere to the overall security and safety procedure and the disciplinary procedure that may be prescribed from time to time by the Dakshin Gujarat Vij Company Limited Authority at the site. The Company shall be at liberty to object to the presence of any representative or your employee or subcontractor at the site if in the opinion of Company's management such a representative / employee has misconduct himself or it incompetent or negligent or otherwise undesirable, then your firm shall withdraw from site such a person or persons objected to and provide competent replacement.

**17)** All future correspondence relating to execution of the work shall be made to EE (O&M), Waghai Division Office. In case of any dispute or any discrepancy, the decision of the EE (O&M), Waghai Division office will be final and binding to you.

**18) Force Majeure:**

**1). Effect of force Majeure:-** Neither party to this contract shall be deemed to be in breach of this contract or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Agreement if and to the extent that such delay or failure is caused by force majeure and the time for performance of the relevant obligation(s) shall be extended accordingly.

**2). Definition of force Majeure:-** For the purpose of this clause "Force Majeure" means any circumstances not foreseeable at the date of this Agreement and not within the reasonable control of the party concerned including, without limitation.

**2.1).** Any strike, or other industrial action ( other than of the Service Provider's or Sub-Contractor's own workforce) or any shortage of or difficulty in obtaining labor, fuel, raw materials or components (other than the Equipment or components forming part of the Equipment).

**2.2).** any civil commotion or disorder, riot, invasion, war threat of or preparation for war.

**2.3).** Any accident, fire or explosion,(other than in each case, one caused by a breach of contract by or assistance of the party concerned) storm, flood, earthquake, subsidence ,epidemic or other natural physical disaster.



3). A part whose performance of its obligations under this Agreement is delayed or prevented by force majeure.

3.1) shall forthwith notify the other party of the nature, extend, effect and likely duration of the circumstances constituting the force majeure.

3.2) Shall use all reasonable endeavors to minimize the effect of the force majeure on its performance of its obligations under this Agreement including the making of any alternative arrangements for resuming the performance of its obligations which may be practicable without incurring material additional expense.

**19) Termination For Force Majeure:-** If any force majeure delays or prevent the performance of the obligation of either party for a continuous period in excess of six (6) months, the party not so affected shall then be entitled to give notice to the affected party to terminate this Agreement, specifying the date (which shall not be less than thirty (30) Business Days after the date on which the notice is given) on which termination will take effect. Such a termination notice shall be irrevocable, except with the concept of both parties.

**20) Defect Liability/Penalty:** We reserve the right to deduct towards penalty for non performance or deficient performance based on parameters contained in the Scope of work- Annexure-A and task schedule. Safety process and procedures shall be maintained as safety rules and regulation.

**21) Terms & Conditions Regarding Industrial Laws & Other Related Matters:**

a. Wages to be paid & time of payment etc. by the contractor: - The contractor shall pay minimum of as per latest minimum wages act or as may be specified hereafter or rates fixed under the minimum wages act whichever is higher. The wages of every contract labor employed by him under this contract shall be paid by him before the expiry of 7th day of the last of the month in respect of which the wages are payable (i.e. wages of month have to be paid him in the first week of the next month.) The payment shall be discharge in the presence of Management representative during the working hours in factory premises & the contractor shall get entries certificated in the register of wages by the representative of the DGVCL. Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs.100 / fine per each day.

b. **Labour Laws:-** Person below age of 18 years shall not be employed for the work. Contractor shall maintain a valid labor license under the contract labor (Regulation & abolition) act for employing necessary manpower to be required by him. In the absence of such license the contact shall comply with as under.

i. Payment of contribution by way of employer's contribution towards provident fund, family pension scheme, Deposit linked insurance scheme, Administrative charges etc. at the rates applicable from time to time by Government of Gujarat / Government of India or other statutory Authority.

ii. Payment of deposit in respect of each contract labor at the rate of Rs.30/ or rate fixed by Govt. with the office of frame there under of labor as per control labor. (Regulation & abolition) Act.



iii. License fee as prescribed under the control labor (Regulation & abolition) Act & rules frame there under depend upon the number of workmen employed by the contractor.

iv. Paid leave facility & wages as per the provision of the factories act at the rate of one day for every 20 days of working.

v. Identity cards as prescribed under the facilities act with photo affixed there to the same for identification.

vi. Payment of retrenchment compensation notice pay & other liabilities as per industrial disputes Act. Any payment to the contractor's employees arising out of any claim or disputes under the industrial dispute act 1947 or any other labor laws.

vii. Payment of compensation in case of accident injury.

viii. Provision of earache if the female labor employed are more than 30 numbers.

ix. Maternity leaves as per the provision of maternity Benefit Act.1961.

The above are some of the major liabilities of the contractor in addition to other liabilities prescribed under the various labour laws in force from statutory authorities like state Government / Government of India which the contractor shall have to comply with.

**c. Provident fund & Family pension scheme:-** The contractor shall submit along with his bill (month wise) a statement regarding deductions against employees provident fund & family pension scheme in respect of each concerned against Employee Provident Fund & Family Pension Scheme at the rate of 8.33% ( or at the rate made applicable by the Government from time to time ) of the wages. The contractor's contribution & his workers contribution towards provident fund, family pension scheme shall be deposited by the contractor with Regional provident fund commissioner, Ahmedabad.

**d. Deposit Link Insurance:-** The contractor shall have to deposit 0.5% of the wages in respect of employees who is a member of the provident fund as the contribution to the Deposit link insurance scheme with Regional provident fund commissioner, Ahmedabad.

**e. Administrative charges:-** Administrative charges for monitoring provident fund A/C shall be deposited by the contractor with Regional provident fund commissioner, Ahmedabad at the rates applicable.

**f. Paid Leave Facility:-** Paid Leave facility at the rate of one day for every 20days worked by the contractor labour shall be provided by the Contractor to his workers. He shall maintain leave records /leave cards for individual labourers which shall be duly verified, approved and certified by the Authorized Officer of the Company.

**g. Workmen's compensation fund & employer's liability Insurance:-** The contractor shall cover all his employees under workmen's compensation fund & under the liability insurance. The contractor shall employ adequate number of experience staff at site for daily supervision & for maintenance of various register & records required under the law & contract.

No payment for supervision shall be admissible.



**h. Contractor to Indemnity the DGVCL:-** The contractor shall indemnify the DGVCL & every member officer & employees of the DGVCL also. Engineer in charge his staff against proceedings claims, demands, costs & expenses what so ever arising out of or in connection with the matters referred herein above elsewhere & against all actions. Proceedings claims, demand coats & expenses which may be made against the DGVCL or Government for or in respect of or performance of his obligation under the contract documents. The DGVCL shall not be liable for in respect of or in consequences of any accident or injury to any workmen or other person in the employment of contractor or his sub contractor & the contractor shall indemnity & keep indemnified The DGVCL against all each damage & compensation & against all claims , demands, proceedings costs, charges & expenses what so ever in respect thereof in relation there to.

**i. Work compensation & employer's liability insurance:-** Insurance shall be affected for all the contractor's employees engaged in the performance of his contract if any of the work is subject the contractor shall require the sub contractor to provide workmen's employees unless such employees are covered under the contractor's insurance. The DGVCL reserves the right to terminate this date of contract at any time during its pendency without giving notice of termination or any reasons thereof. The DGVCL will be entitled to deduct directly from the bills, to be paid to the contractor any sum payable by you & which sum / sums the DGVCL is required to pay a principal employer on account of your default in respect all liabilities referred to in above clauses.

**Yours faithfully**



**(J.M.RATHOD)**  
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**DGVCL, WAGHAI DIVISION**

