

DAKSHIN GUJARAT VIJ COMPANY LIMITED

REGD.OFFICE, SURAT-395006

TENDER DOCUMENT

FOR

Tender for Wire free City work of Erection of HT, LT line & T/C , dismantling of pole & transformer center, Erection of Overhead XLPE, other miscellaneous work & supply, laying, testing & commissioning of 11/22 kv underground XLPE cable (XLPE cable will be supplied by DGVCL) with cable end termination & straight through jointing kit under various schemes at Ichchhapore sub division & any other sub division under Piplod Division.

PART - I

**GENERAL TERMS & CONDITIONS
WITH COMMERCIAL BID**

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PART - I (GCC)

GENERAL TERMS AND CONDITION OF CONTRACT

1.0 General Particulars

The DGVCL, SURAT hereinafter called 'OWNER' intends to receive bids for this tender. As per detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 Scope of the proposal and Work

2.1 The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the equipment's/Material and installation services specified under the accompanying Technical Specifications. It will include among others as specified therein the following:-

- a) Detailed Engineering.
- b) Complete manufacture including shop testing.
- c) Providing engineering drawings, data, operation manual, etc. for the Owner's approval.
- d) Packing and transportation from the manufacturer's works to the Site.
- e) Receipt storage, preservation and conservation of equipment & at the Site.
- f) Pre-assembly, if any, insurance, erection, shifting and T/C work of all the equipment's/accessories/material/cable etc.
- g) Reliability tests and performance guarantee tests on completion of commissioning.
- h) Required civil work for Transformer plinth, Padding, pole erection, RMU plinth, Shade, concreting and grouting of LT feeder pillar and fuse pillar.
- i) **The eligible bidders have to execute all the work i.e HT/LT/TC & UG related in time limit as per DGVCL SOP "Any deviation will viewed seriously and action will taken as per the Rules**

2.2 No deviation whatsoever to certain conditions of the bidding documents permitted by the Owner and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate in this regard as per the format provided in Special Conditions of Contract in a separate sealed envelope containing Bid security, which shall accompany the Technical Bid. Any Bid not accompanied by such certificate shall be rejected by the Owner and shall not be opened.

2.3 Bids not covering the above cited entire scope of works may be treated as incomplete and hence rejected.

2.4 The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, Technical Data Sheets and specified elsewhere. The Qualifying Data should be filled in the required schedule of Bid Proposal Sheets.

2.5 The work includes Erection as well as shifting of HT/LT lines Transformer structure and DODP work for ND Scheme, as well as to carry out the dismantling work approved under SR No. 2810659 & 2810695 other activity to be carried out such as meter replacement, installation of MMB & other work as stated hereunder & detailed in the BOQ, Schedules so as to complete the project as per approved bill of quantities and layout drawings.

Scope of work:

Design, engineering, manufacture, testing, supply to destination site basis, including transportation & insurance, storage, erection, testing & commissioning of the all equipment's/items, etc complete in all respects.

The eligible bidders have to execute all the work i.e HT/LT/TC & UG related in time limit as per DGVCL SOP "Any deviation will be viewed seriously and action will be taken as per the Rules

2.7 Project Particulars

Name of the Project: Tender for Wire free City work of Erection of HT, LT line & T/C , dismantling of pole & transformer center, Erection of Overhead XLPE, other miscellaneous work & supply, laying, testing & commissioning of 11/22 kv underground XLPE cable (XLPE cable will be supplied by DGVCL) with cable end termination & straight through jointing kit under various schemes at Ichchhapore sub division & any other sub division under Piprod Division.

SYSTEM DATA

- | | |
|--|---|
| 1. System Voltage and System of Earthingsolidly earthed | : 11KV / 415 V |
| 2. Rated frequency Voltage variation: | : 50 Hz \pm 5% 11 KV \pm 10% 415V \pm 10% - |

3.0 Bidding Costs

All costs/expenses in the preparation and submission of the Bid (including any post Bid discussions/presentations) shall be fully borne by the Bidder. Owner will not be responsible/liable for these costs irrespective of the course and conclusion of this Bidding.

4.0 BID DOCUMENTS

Details of Documents

The following Bid documents apart from Invitation to Bid detail the material and equipment specifications/characteristics, the bidding procedures and the terms & conditions of contract:

- General Conditions of Contract (GCC-Part I)
- Erection Conditions of Contract (ECC-Part I)
- Special Conditions of Contract (SCC-Part I)
- Technical Specifications (TSP-Part II – Electrical)
- Bid Form and Price Schedules (BF/PS-Part III)

5.0 Knowing the Bid Documents

Every intending Bidder is to examine and understand all instructions, forms, terms, conditions and specifications in the Bid Documents and fully know himself all the conditions and contents therein, which may in any manner, affect the scope & content of work and the costs thereof. Submission of a Bid not substantially responsive to the Bid Document in all respects and/or failure to furnish all information required by the Bid Document may entail rejection of the Bid at the Bidder's risk.

6.0 Clarifications on Bid Documents

In case an intending Bidder finds any discrepancy or omission in the documents and specifications or is in doubt as to the true meaning of any part, he shall make a request, in writing not later than one week before the date of submission of bid, to the owner in triplicate. The owner will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request. On receipt of such interpretations/clarifications, the Bidder may

submit his Bid within the date and time stipulated in the Bid invitation, all such explanations, interpretations and clarifications from the Owner shall be deemed as part of

Bid Documents and shall invariably accompany the Bidder's proposal.

Any verbal/telephonic clarifications and information given by the Owner or his employee (s) or his representative(s) will not in any way be binding on the Owner.

7.0 Amendment of bidding document:

7.1 Any time prior to the deadline for submission of Bids the Owner may, for any reason, whether at his own initiative or in response to a clarification requested by the intending Bidder, modify the Bidding Document with amendment(s).

7.2 The amendment will be put up on website.

7.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.

7.4 Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and shall invariably enclose such documents as a part of the bid.

8.0 PREPARATION OF BIDS

Language of Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Owner, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

Bid Format: Bidders have to make the Bid in the formats furnished with this Document. Verbatim without adding any printed/typewritten text of their own.

9.0 Local Conditions:

9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.

9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

10.0 Documents comprising the Bid:

10.1 The Bidder shall complete the Bid form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents, indicating, for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and price.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Special Conditions of Contract and GCC. All Tender Documents/ formats are to be returned completed in all respects and signed by the Company Authorized Signatory wherever specified.

10.3 All Bid documents duly signed & sealed shall be submitted with technical bid

10.4 The Bid Guarantee shall be furnished in a separate cover in accordance with clause at GCC.

11.0 Bid Price (as per schedule B):

11.1 Bidder has to submit price bid online only not in physical form as per schedule B. If bidder submit the price bid in physical form it will not be consider for evaluation.

11.2 The bidder's separation of price components in accordance with above clause No: 11.1 will be solely for the purpose of the facilitating the comparison of Bids by the owner, for contract price amendment due to quantity variation and for on account payments (in case of award) and shall not in any way limit the Owner's rights.

11.3 **The Bidder shall specifically note that the Tenders are invited on item rate base.**

12.0 Bid Security/EMD:

Tender fee will be accepted Demand draft drawn on any Scheduled / Nationalized Bank situated at Surat drawn in favor of Dakshin Gujarat Vij Company Ltd. (Cheques are not accepted). **Tenders submitted without tender fee & EMD will not be accepted.**

Bank Guarantees issued by following banks will be accepted as Performance Guarantee (PG) for execution of work Period & Performance Guarantee (PG) for Warrantee Period.

All Nationalized Banks including the Public Sector Bank

(A) Private sector banks authorized by RBI to undertake State Government business which are; (at present Axis Bank; HDFC bank & ICICI bank)

(i) Guarantees issued by following Banks will be accepted as SD for period up to March 31 MARCH 2026. The validity cut-off date in GR is with respect to date of issue of Bank Guarantees irrespective of date of termination of BG.

| Sr No | Name of bank | Sr No | Name of bank |
|-------|----------------------------|-------|---|
| 1 | AXIS BANK | 22 | South Indian Bank |
| 2 | AU Small Finance Bank | 23 | Standard Chartered Bank |
| 3 | Bandhan Bank | 24 | Tamilnad Mercantile Bank |
| 4 | Barclays Bank | 25 | Utkarsh Small Finance Bank |
| 5 | City Union Bank | 26 | YES Bank |
| 6 | CSB Bank | 27 | Ahmedabad Mercantile Co-op. Bank |
| 7 | DBS Bank India Limited | 28 | Nutan Nagrik Sahkari Bank Ltd. |
| 8 | DCB Bank | 29 | Rajkot Nagarik Sahakari Bank Ltd. |
| 9 | Equitas Small Finance Bank | 30 | Saraswat Co-Operative Bank Ltd |
| 10 | ESAF Small Finance Bank | 31 | SBPP Co-operative Bank Ltd. |
| 11 | FEDERAL Bank | 32 | SVC Co-Operative Bank Ltd |
| 12 | HDFC Bank | 33 | The Cosmos Co-op Bank Ltd. |
| 13 | HSBC Bank | 34 | The Gujarat State Co-operative Bank |
| 14 | ICICI Bank | 35 | The Mehsana Urban Co-Op. Bank |
| 15 | IDBI Bank | 36 | The Surat District Co-op Bank |
| 16 | IDFC First Bank | 37 | The Surat People's Co. Op. Bank Ltd |
| 17 | Jammu and Kashmir Bank | 38 | The Kalupur Commercial Co-op. Bank |
| 18 | Jana Small Finance Bank | 39 | The Panchmahal District Co-operative Bank |
| 19 | Karnataka Bank | 40 | The Baroda District Co-operative Bank |
| 20 | Karur Vysya Bank | 41 | Baroda Gujarat Gramin Bank |
| 21 | Kotak Mahindra Bank | 42 | Saurashtra Gramin Bank |

If Demand Draft/Bank Guarantee is submitted of the bank other than above banks / banks notified under G.R. of 2016 / latest G.R. by finance department of Govt. of Gujarat, it will not be accepted by DGVCL and in such case it will be considered as Bank Guarantee (s) is / are not submitted and action will be taken accordingly.

BG issued by Banks other than above will not be accepted.
Cheque are not acceptable. Corporate Guarantees is not Allowed.

The bidder shall furnish, as a part of its bid EMD, bid security for an amount of one percent of estimated cost to be paid as under:

- a) 100% amt. In the form of crossed DD drawn in favor of Dakshin Gujarat Vij Company Limited payable at SURAT,
- 12.1 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere The bid guarantee shall be made payable to the Owner without any condition whatsoever.
 - 12.2 Any bid not secured in accordance with above (i.e. EMD) will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.
 - 12.3 Unsuccessful Bidder's bid security/EMD will be returned / refunded on finalization of tender or three months from the date of submission of tender whichever is later.
 - 12.4 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee or payment of 5% security deposit on value of work order.
 - 12.5 The bid guarantee may be forfeited.
 - a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:
 - b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract)

13.0 Format of Bid:

- 13.1 The Bidder shall prepare single copy of the bid, clearly marking each "Original bid". In the event of any discrepancy between them the original shall govern, if bidder submits the copy of bid.
- 13.2 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to sign the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.
- 13.3 The Bidders must submit the qualifying data in one original as required in this Instructions to Bidders in separate envelopes sealed and enclosed in the envelope submitting proposals, super scribed as under :

TENDER NO:-PIPD/O&M/TENDER/26/_____dtd

Name of the Project: Tender for Wire free City work of Erection of HT, LT line & T/C , dismantling of pole & transformer center, Erection of Overhead XLPE, other miscellaneous work & supply, laying, testing & commissioning of 11/22 kv underground XLPE cable (XLPE cable will be supplied by DGVCL) with cable end termination & straight through jointing kit under various schemes at Ichchhapore sub division & any other sub division under Piplod Division.

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

- 13.4 Bids shall be submitted as under (only an original bid required, no copy of original bid is needed):

Earnest Money Deposit and Tender Fee (Bid-Security), as per relevant clause of SCC duly signed and Contractor's covering letter. Tender fee details (as per tender notice)

Qualifying Requirement (I.e. All registration No. and Certificate issued by Government and other organization like Pan No., Electrical Contractor License, PF, ESIC, Vat, Service Tax Etc.)

Technical Bid (Duly Signed Technical Specification, GCC, ECC, Special

Condition,

All Anexures, Undertaking, Declaration proof of turnover, Copy of work Orders, work completion certificate etc. As per tender specification.)

ALL DOCUMENTS MUST BE SUBMITTED THROUGH ONLINE MODE

PRICE BID TO BE FILLED ONLINE ONLY AS PER SCHEDULE B.

14.0 Signature Of Bids:

- 14.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 14.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name; followed by the signature(s) and designation(s) or the authorized partner(s) or other authorized representative(s).
- 14.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 14.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.
- 14.5 If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 14.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- 14.7 Bids not conforming to the above requirements of signing may be disqualified and EMD forfeited.

15.0 bids:

ALL DOCUMENTS MUST BE SUBMITTED THROUGH ONLINE MODE.

- 15.2 Addressed to the Owner at the following address:

Executive Engineer (O&M)
DAKSHIN Gujarat Vij Company Limited
1st floor, T.P. No.13, F.P. No.-12,
Opp E-Space, New VIP Road,
Vesu- Bhrathana, SURAT – 395007.

16.0 Deadline for submission of bids :

- 16.1 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations on the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17.0 Late Bids

Any bid received by the Owner after the time and date fixed or extended for submission of bids Prescribed by the Owner, will be rejected and not considered for evaluation.

18.0 Modification and withdrawal of bids :

The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause No: 15.0. The envelope should clearly indicate whether the modification is for the Technical bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner. No bid shall be modified in any manner, whatsoever subsequent to the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its security.

19.0 Information required with the proposal:

- 19.1 The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure.
- 19.2 The above information shall be provided by the Bidder in the form of separate sheets, drawings, enclosed etc. **in single copy** along with soft copy.
- 19.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the Owner. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.
- 19.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 19.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 19.6 The Bidder, along with his Proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.
- 19.7 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

BID OPENING AND EVALUATION

20.0 Opening of bids by owner :

- 20.1 The Owner will open the bids online and physical in the presence of Bidder's representatives who choose to attend on the date and time mentioned for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 20.2 The Bidder's names, Technical modifications, Bid withdrawal and such other details as the Owner, at his discretion may consider appropriate, will be announced in the Technical Bid Opening.
- 20.3 The price bid of those, who are techno-commercially qualified shall be opened.
- 20.4 The price bids of all the "Techno-Commercial" Responsive Bidders shall be opened online and **Final evaluation will be based on the whole WORK i.e. Schedule (B) (i.e. total column no. 6).**
- 20.5 The Bidder's name, Bid Price, all discounts if any, modifications in the Price Bid and any such other details shall not be entertain.
- 20.6 No electronic recording/transmitting devices will be permitted during Bid opening.

21.0 Purpose of evaluation of bids:

The Bids received/accepted/opened will be evaluated by the Owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these

specifications and documents. All technically responsive bids shall then be examined to determine the lowest evaluated commercially and technically responsive bids.

22.0 Policy for bids under consideration:

Bids shall be deemed to be under consideration immediately after opening of technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.

22.1 Clarification of bids:

To assist in the examination evaluation and comparison of Bids the owner may on his own ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

23.0 Preliminary Examination:

The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.0 Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Security will be forfeited. The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified prices schedules to be identified in Bid Form for this purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

- I. Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- II. A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.
- III. The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

25.0 Award Criteria

25.1 The owner will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, providing further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

25.2 In case of award of Contract on a bidder there shall be separate contracts one for supply of goods and second for the erection & services works in substations.

25.3 Further, the Owner reserves the right to award separate contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical Specifications.

25.4 Owner's right to accept any bid and to reject any or all bids:

25.5 The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at time prior to award of contract, any without thereby incurring any liability to the

affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

26.0 Notification of award:

- 26.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or cable or telex or FAX, to be confirmed in writing by registered letter, that its bid has been accepted.
- 26.2 The notification of award will constitute the formation of the Contract.
- 26.3 Upon the successful Bidder's furnishing of performance guarantee pursuant to relevant clause No: 36 & 38, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause No: 12.00.

27.0 Signing of contract:

- 27.1 At the same time as the Owner notifies the successful Bidder that his bid has been accepted, the Owner will send the Bidder the detailed of Award, incorporating all agreements between the parties.
- 27.2 Within 15 days of receipt of the detailed of Award, the successful bidder shall sign the same with date and return it to the Owner.
- 27.3 The Bidder will prepare the Contract Agreement as per the Performa prescribed and the same will be signed within 30 (Thirty) days of notification of Award.

28.0 DEFINITION OF TERMS

- 28.1 The 'Contract' means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 28.2 'Owner' shall mean the DGVCL, SURAT or any of its subsidiaries and shall include its legal representatives, successors and assigns.
- 28.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid is accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 28.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 28.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.
- 28.6 The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 28.7 'Works' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 28.8 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 28.9 'Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 28.10 The term 'Contract Price' shall mean the Firm price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.
- 28.11 The term 'Equipment Portion' of the Contract price shall mean the ex-works value of the equipment/Materials supplied include structures, town materials insulators, conducting etc.
- 28.12 The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.
- 28.13 'Manufacturer's Works' or 'Contractor's Works', shall mean the place of work used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 28.16 Site Engineer 'Inspector' shall mean the Owner owner's Engineers or any person nominated by

- the time to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.
- 28.17 'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 28.18 'Order' shall mean the official letter issued by the Owner informing the acceptance of the bid.
- 28.19 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.
- 28.20 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 28.21 A 'Week' shall mean continuous period of seven (7) days.
- 28.22 Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 28.23 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.
- 28.24 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 28.25 'Performance and Guarantee Tests', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 28.26 The term 'Final Acceptance'/'Taking Over' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 28.27 'Guarantee Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.**
- 28.28 'Latent Defects' shall mean such defects caused by faulty designs, material or work-man- ship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.
- 28.29 'Drawing', 'Plans, shall mean all:
- a) Drawings furnished by the Owner/Consultant as a basis of Bid/Proposals.
 - b) Supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the Contract.
 - c) Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner/Consultant.
 - d) Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work; and
 - e) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner.
- 28.30 'Codes' shall mean the following including the latest amendments and/or replacements, if any:
- a) Indian Electricity Act, 1905 and Rules and Regulations made there under.
 - b) Electricity Act 2003 and Rules & Regulations made there under.
 - c) Indian Factory Act, 1948 and Rules and Regulations made there under.
 - d) Indian Explosives Act, 1884 and Rules and Regulations made there under.
 - e) Indian Petroleum Act, 1934 and Rules and Regulations made there under.
 - f) A.S.M.E. Test Codes.
 - g) A.I.E.E. Test Codes.
 - h) American Society of Materials Testing Codes.
 - i) Standards of the Indian Standards Institution.
 - j) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
- 28.31 Words imparting the singular only shall also include the plural and vice –versa where the context so requires.
- 28.32 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- 28.33 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and

failing that in the General Clauses Act (1897) including amendments thereof, if any.

Or

In addition to the above the following definitions shall also apply.

- a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
- b) 'Constructed' shall also mean 'erected and installed'.
- c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

29.0 APPLICATION

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

30.0 STANDARDS

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods and such standards shall be the latest issued by the concerned institution.

31.0 LANGUAGE AND MEASURES

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

32.0 Price Basis:

32.1 The Price shall be quoted on firm basis.

32.2 The Price quoted by the bidder shall remain fixed during the bidder's performance of the contract and shall not be subject to variation on any account or for change in quantity.

33.0 Taxes and Duties:

33.1 Bought out items from vendors/sub-suppliers:

All levies, duties, sales tax VAT etc. payable on equipment/material components, sub-assemblies, raw materials and any other items used for the bidder's consumption or dispatched directly to the owner from its sub-supplier shall be included in the Bid price and any such taxes, duties levies additionally payable shall be to bidders account and no separate claim on this behalf shall be entertained by the owner. **Schedule-B Attached herewith is inclusive of all taxes and contractor will not to be paid or claim any tax above price offered by them in schedule-B. It must be assume that schedule-B prices are inclusive of all type of taxes and duty.**

33.2 Material supplied by the bidder from his own manufacturing units to the owner:

Sales tax, but not surcharge in lieu of sales tax, other taxes and other levies and duties including excise duty, custom duty solely in respect of the direct transaction between the owner and the contractor under this contract, if any, shall be included in the bid price. These shall also be indicated separately wherever applicable as mentioned.

33.2.1 DGVCL VAT/CST Registration Nos. are as under;

i.)The Gujarat Sales Tax Act, 1956 holding the Registration Certificate L TIN NO.24190102487 dated 01.01.2005

ii.)The Central Sales Tax Act, 1959 holding the Registration Certificate. C TIN No.24690102487 dated 01.04.2005

33.3 Works contract-tax:

The structural and architectural portion of the contract shall be treated as works contract. Consequently, any sales tax payable on the cost of these items of supply under the works contract shall also be included by the bidder in his total bid price and the owner shall have no liability whatsoever in respect of such works contract tax. However, the owner will deduct works contract tax out of the supplier's bills as per statutory rules.

33.3 As regards the income Tax, surcharge on income tax and any other corporate tax, including service tax if any the owner shall not bear any tax liability whatsoever. The bidder shall be liable

- and responsible for payment of such taxes as attracted under the provisions of the law.
- 33.4 Notwithstanding the tax liabilities as per the above sub-clause 33.1 to 33.4 the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.
- 33.5 Whenever concessional rate of Excise Duty/Sales Tax is indicated by the bidders, it shall be confirmed whether any increase in the rates that becomes applicable during the performance of the contract would be absorbed by the supplier. Bidder shall note that in case of absence of such confirmation; the tenders will be evaluated taking into account the maximum rate of excise duty/sales tax applicable.
- 33.6 In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay additional tax or duty, then the owner shall reimburse the contractor the additional tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner. This provision will not be applicable to transaction between the contractor and his sub-suppliers, sub-contractors for raw materials, for bought out items etc and will be applicable only to the direct transactions between the contractors for the materials supplied from his own manufacturing units. Besides the said statutory variation, no other statutory variation shall be payable by the owner.
- 33.7 The owner's liability for all taxes and duties under the contract shall be limited to those indicated by the Bidder in the Bid Proposal Sheets, subject to the statutory variations and variations as per above Clause.
If the cost to the Contractor during the performance of the 'Contract' shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or bye-law having the force of law the amount of such increase or reduction shall be added to or deducted from the "Contract Price" as the case may be for direct transactions between contractor & owner, and not for bought out items. It is the Bidders responsibility to furnish details of taxes, duties, levies etc. applicable as on the date of submission of the bid.
- 33.8 No claim for any increase towards the statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if any, provided the extension of the contract is required by causes not attributable to the DGVCL. However, the decrease in any taxes/duties shall be passed on to DGVCL
- 33.9 The provision of statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty will be applicable only to the direct transaction between the contractor and the owner.
- 33.10 Before quoting, the bidder may ascertain from the concerned tax authorities of Government the applicability of Work Contract Tax. Service Tax, etc. in respect of this work and include the same in the quoted price. No separate claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these taxes.

34.0 TAXES, PERMITS & LICENCES

The Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

35.0 Price Inclusions (including Taxes & Duties):

35.1 EXCISE DUTY

- 35.1.1 100% value of Excise duty on equipments / materials shall be reimbursed on submission of documents of excise duty paid by the Contractor at the prevailing or offered applicable rate, whichever is lower. However Chartered Accountants' certificate (along with last advance bill) that excise duty as paid by the Contractor and claimed from DGVCL has not been refunded nor refund claim is pending with Excise department. Further, Contractor have to furnish an undertaking to DGVCL that in any event, if any refund of excise duty either in full or part is received by Contractor in respect of the material supplied to DGVCL against tender under

reference the same shall be passed on to the DGVCL without any further claim to that effect from DGVCL.

- 35.1.2 The price should be quoted **Inclusive** of excise duty **and in single slab only**. Multiple excise duty slabs based on turnover/production capacity should not be quoted and if quoted, then the highest slab for evaluations will be considered. If the Excise duty is based on the suppliers turnover then in that event all the Excise duty beyond the Excise duty quoted by the Tenderer will have to be borne by the Tenderer itself. The excise duty rate for the quoted quantity should be **stated extra**. The offers having price INCLUSIVE OF EXCISE DUTY is likely to be rejected if the rate of excise duty is not mentioned clearly. DGVCL may at its discretion consider such offer with presumption of highest rate of excise duty prevailing when the price quoted is inclusive of Excise Duty.

Please clarify whether Excise Duty is chargeable or not and the ceiling for the same must be clearly specified to enable us to evaluate suppliers offer. In case, Govt. revises the rate of excise duty during the tenure of the contract, the provision of DGVCL's statutory variation clause shall apply.

- 35.2 The prices quoted shall be as per schedule (B) at site of materials supplied by Contractor as well as owner supplied item if any.

- 35.3 No extra payment toward any type of templates and erection tools /materials will be made.

- 35.4 **SALES TAX/VAT:-**The prices should be quoted inclusive of sales tax/ VAT CST or VAT to be indicated. The rate of tax (CST or VAT) should clearly be indicated. However, in the breakup of end cost, sales tax/VAT has to be shown separately. The stores are required for consumption in generation, transmission and distribution of electrical energy and as such Central "C" form will be issued at the time of payment of bills, you are requested to quote your sales tax registration Number / VAT Registration No and date in all the bills.

- 35.5 As per the Government of Gujarat directives, while evaluating your offer incidence of sales tax /VAT will not be considered.

35.6 Sale Tax on Works Contract:

Works contract tax is a liability of the bidder and if applicable, the same shall be borne by the bidder.

In case of contract value exceeding Rs. one crore, tax shall be deducted at source at 2% of the net value payable as per Gujarat VAT Act 2003 amended up to date. However, if contractor desires payment without deduction of 2% TDS, he has to obtain and produce certificate from competent authority of commercial tax department to that effect.

- 35.7 **E.D. / ST amount ceiling:** Bidder shall also confirm that the total claim of excise duty and sales tax/VAT shall not exceed the amount indicated in the price bid.

35.8 Service Tax (Price mentioned in schedule-B are exclusive of service tax)

Service Tax as applicable presently to this Contract will be included in the price; however the percent of Tax applied on this account shall be specifically mentioned in the bid. If the tax is not eventually payable or there is a difference between the rate mentioned in the bid & service tax actually payable then such amount or difference in payment amount shall be deducted from the actual amount payable towards that item in the price schedule.

35.9 Statutory Variations:

Any statutory increase or decrease in the taxes and duties subsequent to offer if it takes place within the original contractual delivery date will be to the DGVCL's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the DGVCL **however such statutory variation is applicable to only direct supply or services.**

No statutory variation shall be admitted, if the excise duty becomes payable because of exceeding the prescribed limits for turn over or for any such other reasons..

35.10 Income Tax

Income-tax at source at the prevailing rate will be deducted from bills in accordance with the

provision of Income-Tax Laws and to that effect a certificate will be issued to the contractor.

36.0 CONTRACT PERFORMANCE GUARANTEE

36.1 As a contract performance security, the successful bidder, to whom the work is awarded, shall be required to pay a security deposit equal to 5% of Order value or provide performance guarantee as per clause No. 38 in form of Bank guarantee must be from banks listed below:

Bank Guarantees issued by following banks will be accepted as Performance Guarantee (PG) for execution of work Period & Performance Guarantee (PG) for Warrantee Period.

All Nationalized Banks including the Public Sector Bank - IDBI bank Ltd.

(A) Private sector banks authorized by RBI to undertake State Government business which are; (at present Axis Bank; HDFC bank & ICICI bank)

Cheque are not acceptable. Corporate Guarantees is not Allowed. it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.

36.2 The Performance Guarantee shall cover additionally the following guarantees to the Owner:

- a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents.
- b) The successful Bidder further guarantees that the equipment provided by him/his sub-vendors and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and Conditions in the Part-I.

36.3 The Contract Performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages under clause entitled "Equipment Performance Guarantee" in Technical Specifications, Part-II and damages stipulated in other clauses in the Bid documents.

36.4 The Contract performance guarantee will be discharged without any interest on successful completion of order and only after the performance guarantee condition is fulfilled. The Contractor shall furnish Contract Performance Guarantee(s) for the proper fulfillment of the Contract in the prescribed form within fifteen (15) days of "Notice of Award of Contract". The performance guarantee(s) shall be as per terms prescribed.

GUARANTEES & LIABILITIES

37.0 GUARANTEE

37.1 The Contractor shall warrant that the whole project, in accordance with the Contract documents and free from defects in material/equipment and workmanship for a period of twenty four (24) calendar months commencing immediately upon the satisfactory commissioning of the project and issuance of Taking Over Certificate (TOC). The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's Supervisory Engineer.

37.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the

Contract.

- 37.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.
- 37.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.
- 37.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- 37.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause
- 37.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 37.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 37.1 through 37.7 above shall remain till the end of 5 years from the date of completion of guarantee period. In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee is provided by such Sub-Contractor, the Owner shall be entitled to the benefits of such longer guarantee.
- 37.9 The provisions contained in this clause will not be applicable:
- a) If the Owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.
 - b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

38.0 Security Deposit cum Performance Guarantee:

Security deposit cum performance guarantee shall be paid by contractor/tenderer within fifteen 15 (Fifteen) days from date of letter of acceptance i.e. LOA / LOI (Letter of Intent). If the performance guarantee towards the execution work period i.e. BG (bank guarantee) is not submitted within 15 (fifteen) 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.

The successful bidder shall have to submit the performance guarantee in the form of Bank Guarantee or have to pay security deposit worth 5% of the total contract/work order value to cover the entire execution period. The Performance Bank Guarantee (covering the execution period of the contract/work order) will be returned ONLY after successful commissioning & issuance of TOC (Taking Over Certificate) including material reconciliation & as per approved/built drawings.

These Bank Guarantees shall be applicable for all the bidders irrespective whether they are SSI/NSIC or any other service provider or EPC units."

The performance guarantee covering execution period is to be submitted by successful tenderer, is for the satisfactory execution of the contract/work order.

Whereas the performance guarantee covering the Guarantee period is to be submitted by successful tenderer/contractor, is for satisfactory performance of the materials/equipment/assets/works which should be valid for 24 months from the date of

commissioning OR 30 months from the last date of delivery of supply whichever is earlier OR whatever applicable as per technical specification and conditions of work order. The concern Executive Engineer shall monitor the working and the performance of materials/equipment/assets/works for replacement of material/ equipment/assets within Guarantee period.

39.0 Time Schedule:

- 39.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works.
- 39.2 The Owner's requirements of completion schedule for the Works are mentioned in the accompanying Special Conditions of Contract.
- 39.3 The completion schedule as stated in the special conditions of contract shall be one of the major factors in consideration of the bids.
- 39.4 The owner reserves the right to request for a change in the work schedule during pre- award discussions with successful bidder.
- 39.5 The successful bidder will be required to prepare detailed PERT Network/ detailed M.S. Project Bar chart and finalize the same with the owner as per the requirement of Clause no 40.0

40.0 TIME – THE ESSENCE OF CONTRACT (1 month period for Execution)

- 40.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 40.2 The Contractor shall submit a detailed PERT network/bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract documents. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.
- 40.3 Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.
- 40.4 Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme in line with the agreed Contract network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer every month thereafter.
- 40.5 The above bar charts/manufacturing programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.
- 40.6 If the progress is found low, DGVCL reserves the right to get the work executed through any other agency at the risk & cost of contractor without assigning any reason(s) and/or notice.

1) PENALTY FOR DELAY:

- 2) The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply & erection beyond Contractual period stated shall be subject to the penalty at the **rate of ½ % of the total contract value per week or part thereof, with a ceiling of 10 % of the total contract value.**

- 3) The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the DGVCL

- 4) Tenderer shall have to supply all materials to match with the erection activities.
- 5) If the Contractor fails to successfully complete the commissioning within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty a sum specified for each specified period of delay.
- 6) Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time the missing parts are also delivered.
- 7) For the purpose of penalty, contractual obligation shall be completion of all the supply and erection contracts as per time schedule & value of these contracts shall be **“total contract value”** (Sum of two individual contract value) for the working of penalty in line with above relevant cl. No.41.1

42.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS.

42.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

42.2 In addition, the Contractor shall not be entitled to any claim whether demonstrable or reasonable compensation if such delays have resulted in any increase in cost

43.0 Presentation of Bills

- 43.1 The R.A bills shall be raised only after completion of each 20 % of total quantum of work. Bill along required documents for work executed including cost of material consumed is to be prepared prescribed bill form in Quadruplicate (Including original bill on contractor letter pad serially numbered and dated mentioning Tax or Retail Invoice on top. Must contain VAT and CST No. and Service tax No. It must bifurcate item, quantity VAT and service tax charged) and submitted 03 copies to the Dy. Engineer, back office in charge of the work, who will in turn process the same and forward it to E.E. (Piplod Division), in charge of the work for necessary payment. These bills shall be serially numbered.
- 43.2 The contractor may note that no payment shall be released for the additional quantity supplied which is not required for completion of line.
- 43.3 The contractor has to submit the final bill along with the material consumption statement along with other required data of the work carried out within 3 months from the date of completion of work.
- 43.4 For non-submission or part submission of above information, no bills shall be processed.

CONTRACT SECURITY AND PAYMENTS

44.0 PAYMENT (Refer clause no.47.0 below).

- 44.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on fulfillment by the Contractor of all his liabilities under the Contract.
- 44.2 Currency of Payment: All payments under the Contract shall be in Indian Rupees only.

45.0 Payment Schedule (Refer clause no.47.0 below).

Payment shall be as per contract price schedule-B (Refer clause no.47.0 below).

45.1 Application for Payment (Refer clause no.47.0 below).

The Contractor shall submit application for the payment.

- 45.2 Each such application shall state the amount claimed and shall set forth in detail, in the order of the Payment Schedule, particulars of the Works including the Works executed at Site and of the equipment shipped/brought on to the site pursuant to the Contract up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.
- 45.3 Every interim payment certificate shall certify the Contract value of the Works executed up to the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the Engineer, does not comply with the Contract.
- 45.4 **Mode of Payment**
- 45.5 Payment due on dispatch of equipment shall be made by the Owner through Owner's Bank or directly to the Contractor as per the payment schedule.
- 45.6 The payment of test charges, if any, payment, taxes and duties (whenever admissible) inland transportation (including port handling), insurance and the erection portion of the Works shall be made direct to the Contractor by the Owner.
- 45.7 All payments under the Contract shall be made as stipulated in the Contract after signing the Contract Agreement. The payments linked with the dispatch of materials shall only be made after production of all dispatch documents as specified in the relevant Contract conditions which will inter alia include the Material Inspection Clearance Certificate issued by the Owner. Progressive payments linked with erection shall only be made after the issue of certificates by the Engineer, one for the quantum of work completed and the other for the successful completion of quality check points involved in the quantum of work billed.
- 45.8 **Billing and breakup:** Price breakup for supply items will be considered only for billing purpose & Not for actual payment. Payment for equipments supplied shall be released as per price schedule given in the tender specifications.
- 46.0 **DEDUCTIONS FROM CONTRACT PRICE**
All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, or any other retention award will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within
The said period, the Owner may then deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.
- 47.0 **Terms of Payment**
The payment shall be made according to proportion/percentage of work completed for material as well as labour cost/charges.
- 1) 70% of the Ex-works price of supplied items (if any) at site as per schedule B (i.e. cable and other electrical/ mechanical/civil) with 100% taxes, duties and F&I price of each consignment will be paid to you by this office against TRC after verifying the invoices and other related documents, approval of test certificates, on your furnishing certificates of proper dispatch of the goods in the form and certificate of clearance and receipt of material at site from the Engineer in charge (i.e. Executive Engineer/Superintending Engineer of corporate office/Division office).
 - 2) Remaining 30% payment of above supplied material as per schedule B will be made on satisfactory and successful commissioning and charging of above supplied material and certificate of handing over of complete project on turnkey basis from the Engineer in charge (i.e. Executive Engineer/Superintending Engineer of corporate office/Division office).
 - 3) The bidder shall raise the RA bill only after completion of all the specified activities completed for each occasion & the work for the next stage is kept continued. The Deputy

Engineer/EIC will verify 100% quantity of specified in RA bill and record the bill in work measurement book with due certification and submit it to division office for passing and payment.

i) 80% of the RA Bills for labour charge will be processed after charging of cable under billing and certification of physically percentage checked by DE/EE and paid within 30 days from the date of receipt of RA bill at division office.

ii) Balance 20% of R.A. bills payment shall be made within 1 month on submission of completion and commissioning certificate of the Deputy Engineer of sub division office after the work is completed and the line is handed over and accepted by the Engineer-in-Charge in all respects subject to furnishing of performance guarantee of equivalent amount for the guarantee period.

48.0 TAKING DELIVERY AND INSURANCE:

48.1 The contractor has to keep all materials in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection till taking over by DGVCL

48.2 The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.

48.3 The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the DGVCL

48.4 In the event of any damage, theft, loss, pilferage, fire etc., Contractor will be responsible to lodge, pursue and settle all the claims with the Insurance Company for all items, materials and the DGVCL shall be kept informed about it. Contractor shall replace the lost / damaged materials / items promptly irrespective of the settlement of the claims by underwriter and ensure that the work progress is as per agreed schedule. The loss, if any, such replacement will have to be borne by the Contractor and DGVCL will not entertain any claim / representation in this regard. However it will be contractor's responsibility to insure the entire project is taken over by the DGVCL.

49.0 Insurance:

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled Insurance Bidder's attention is specifically invited to these clauses. Bid price shall include all the costs in fulfilling all the insurance liabilities under the Contract.

49.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Owner and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

49.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The

Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

- 49.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
- 49.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premia amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premia which may be available for higher volume or for reason of financing arrangement of the project.
- 49.5 The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.

50.0 Contract Quality assurance:

- 50.1 The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.
- 50.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be **mutually discussed and agreed and such agreed Programme shall form a part of the Contract.**
- 50.3 The Bidder shall clearly specify the list of sub-vendors from whom the bought out items are being supplied. Such details shall be accompanied by their list of previous supplies made performance reports etc. However, in case of orders are placed, specific approval shall be obtained from the owner for the vendor supplied materials. The quality assurance program shall be furnished for each material separately for approval.

51.0 Erection Tools and Tackles:

The Bidder under a separate schedule, in his proposal shall include a list of all-special equipment tools & tackles etc. which he proposes to bring to site for the purpose of erection, handling, testing and commissioning including performance and guarantee tests of the equipment. However such tools tackles brought to the site for purpose of erection, handling testing & commissioning shall remain property of the contractor and can be taken back after completion of the work.

52.0 Brand Names:

- 52.1 The specific reference in these specifications and documents to any material/equipment by brand name makes or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative

material equipment to enable the Owner to determine its acceptability. The Owner shall be the sole judge on the acceptability or otherwise of such alternatively material/equipment.

- 52.2 The bidder shall note that standards for workmanship material and equipment, and reference to brand name of catalogue numbers designed by the Owner in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specification.

53.0 CONTRACT DOCUMENTS

- 53.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:
- a) Invitation to Bid including letter forwarding the Bidding Documents, General Terms and Conditions of Contract and all other documents included under Part I and the Special Conditions of Contract.
 - b) Specifications of the equipment to be furnished and erected under the Contract as brought out in the accompanying Technical Specifications.
 - c) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.
 - d) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner /Consultant.
 - e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.
- 53.2 In the event of any conflict between the above mentioned documents the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the parties.

54.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 54.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.
- 54.2 The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.
- 54.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.
- 54.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

55.0 JURISDICTION OF CONTRACT

- 56.0 The laws applicable to the Contract shall be the laws in force in India. The Courts of Surat shall have exclusive jurisdiction in all matters arising under this Contract.

57.0 EXECUTION OF CONTRACT:

- 57.1 The Owner, after the issue of the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval.
- 57.2 The Agreement, unless otherwise agreed to, shall be signed within 30 days of the acceptance of the Letter of Award, at the office the Owner at SURAT on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials. In case the Contract is to be signed

beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.

- 57.3 The Agreement will be signed in copies to be specified and the Contractor shall be provided with one signed original and the rest will be retained by the Owner.
- 57.4 The Contractor shall provide free of cost to the Owner all the Engineering data, drawings, and descriptive materials submitted with the bid including soft copy, to form a part of the Contract immediately after issue of Letter of Award .
- 57.5 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Owner with copies of agreement within fifteen (15) days after the signing of the Contractor.

58.0 ENFORCEMENT OF TERMS

- 58.1 The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

59.0 COMPLETION OF CONTRACT

- 59.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed on the expiry of the guarantee period as provided for under the clause entitled 'Guarantee'.

60.0 DEFENCE OF SUITS

If any action in court is brought against the Owner or Engineer or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

61.0 LIMITATION OF LIABILITIES

The final payment by the Owner in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty period, and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments. The aggregate liabilities are limited up to the total contract value.

62 ENGINEER'S DECISION

- 64.0 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.
- 64.1 If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.
- 64.3 The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

65.0 POWER TO VARY OR OMIT WORK

- 65.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter

referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

- 65.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done as per the contract requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.
- 65.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.
- 65.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.
- 65.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.
- 65.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

67.0 CHANGE OF QUANTITY

- 67.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying GCC and/or Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 30%(Thirty Percent) of the contract price by way of suitable amendment to the contract.
- 67.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

69.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

The Contractor shall agree to cooperate with the Owner's other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Owner in respect of such exchange of

technical information, wherever needed.

70.0 NO WAIVER OF RIGHTS

Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

71.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF THE CONTRACTOR.

No interim payment certificate of the Engineer, nor any sum paid on account by the Owner, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Owner against the Contractor.

72.0 PROGRESS REPORTS

During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer with such materials as, in approved MS PROJECT, charts, net-works, photographs, test certificates, etc. Such progress reports shall be on monthly base for supply items & fortnightly for erection activities in the form and size as may be required by the Engineer.

74.0 RISK DISTRIBUTION--TRANSFER OF TITLE

74.1 Transfer of title in respect of equipment and materials supplied by the Contractor to DGVCL pursuant to the terms of the Contract shall pass on to DGVCL with negotiation of dispatch documents.

74.2 This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.

74.3 This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled "Insurance" of this Section.

75.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined elsewhere in the Bid document.

76.0 DEMURRAGE, WHARFAGE, ETC.

All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

77.0 FORCE MAJEURE

77.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;

- b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes. Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

77.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

78.0 SUSPENSION OF WORK

78.1 The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

78.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Owner, provided such costs are substantiated to the satisfaction of the Engineer. The Owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.

79.0 CONTRACTOR'S DEFAULT

79.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

79.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works.

79.3 Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

80.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

80.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.

80.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner.

In the event of such a termination the Contractor shall be paid compensation, equitable and

reasonable, dictated by the circumstances prevalent at the time of termination.

- 80.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

81.0 FRUSTRATION OF CONTRACT

- 81.1 In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 84.3 below.
- 81.2 In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of willful or flagrant breach by the Owner) and/or Contractor then the works under the Contract shall be suspended.
- Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.
- 81.3 In the event referred to in sub-clauses 81.1& 81.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on quantum merit_ basis which shall be determined by mutual agreement between the parties.

82.0 GRAFTS AND COMMISSIONS ETC.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

83.0 RESOLUTION OF DISPUTES SETTLEMENT OF DISPUTES

- 83.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 83.2 If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.
- 83.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.
- 83.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- 83.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after

being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

84.0 ARBITRATION

- 84.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 84.1.1 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
- 84.1.2 The arbitration shall be conducted in accordance with provisions of Indian Arbitration Act 1996 or latest amendment thereof.
- 84.2 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
- 84.3 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.
- 84.4 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- 84.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
- 84.6 All questions, disputes or differences, whatsoever which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation there to shall be referred to the "Gujarat public works contracts disputes arbitration tribunal" as per the provisions of the Gujarat public works contracts disputes arbitration tribunalact,1992.
The reference to arbitration proceedings under this clause shall not
- a) Affect the right of the Engineer -in charge to take possession of all or any tools, plants, materials and stores, in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
 - b) Preclude the Engineer-in charge from utilizing the materials purchased by the Contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under General Conditions.
 - c) Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the prevision of General Conditions for the work where there is no specification.
 - d) Preclude the DGVCL from getting the work done by another agency. Neither party is entitled to bring a claim to arbitration latest by thirty days after the expiration of the defects liability period. The provisions of the Arbitration Act, 1992, Gujarat Public Works Contract Disputes Arbitration Tribunal Act, 1992, and rules made there under shall apply to the arbitration proceeding under this clause. "

85.0 RECONCILIATION OF ACCOUNTS

The Contractor shall prepare and submit every two months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with the Owner. The Contractor shall also prepare and submit a detailed account of Owner Issue materials received and utilized by him for reconciliation purpose in a format to be discussed & finalized with the Owner before the award of Contract.

86.0 LABOUR LAWS:

1. Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.
2. Contractor shall maintain a valid labour license under the contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.
3. The Contractor shall at his own expenses comply with all labour laws and keep the DGVCL indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Contractor shall comply with are 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 made applicable from time to time by the Government of Gujarat / Government of India or other Statutory Authority.
 - ii) Payment of deposit in respect of each contract labour at the rate of Rs. 30/- or later prevailing rate with the Office of Commissioner of Labour as per the Contract Labour (Regulation and Abolition) Act.
 - iii) License fee as prescribed under the Contract Labour (Regulation and Abolition) Act and Rules framed there under depending upon the number of workmen.
 - iv) Paid leave facility and 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 Factories Act with photo affixed thereto, for identification.
 - vi) Payment of retrenchment compensation, Notice Pay and other liabilities as per Industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labour Laws.
 - vii) Payment of compensation in case of accidental injury.
 - viii) Provision of crèche if the female laborers employed are more than 30.
 - ix) Maternity Leave as per the provisions of the Maternity Benefit Act.
4. 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 time to time, from Statutory Authorities like State Government/ Government of India, which the Contractor shall have to comply with.
5. **PROVIDENT FUND AND FAMILY PENSION SCHEME:**
The Contractor shall submit along with his bills (month wise) a statement regarding deduction against employees Provident Fund and Family Pension Scheme in respect of each concerned employee. Provident Fund and Family pension Scheme at the rate of 18% (or at the rate made applicable by the Government from time to time of the wages. The Contractor's contribution and his workers contribution towards Provident Fund and Family Pension Scheme shall be deposited by the Contractor with Regional Provident Fund Commissioner, Ahmedabad.
6. **DEPOSIT LINKED INSURANCE SCHEME**
The contractor shall have to deposit ½ % of the wages in respect of employees who is a member of the Provident Fund, as the contribution to the Deposit Linked Insurance Scheme with Regional Provident Fund Commissioner, Ahmedabad
7. **ADMINISTRATIVE CHARGES:**
Administrative charges for maintaining Provident Fund Account shall be deposited by the Contractor with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable
8. **PAID LEAVE FACILITY:** Paid Leave Facility at the rate of one day for every twenty days worked by the Contract Labour, shall be provided by the Contractor to his workers. He shall maintain Leave Records, Leave Cards, for individual laborer which shall be duly verified, approved and certified by the authorized Officer of the DGVCL.
9. **WORKMAN'S COMPENSATION FUND AND EMPLOYER'S LIABILITY INSURANCE:** The contractor shall cover all his employees under workmen's compensation fund and under the liability insurance. The purchaser shall not be responsible for any payments of compensation to the workers/supervisor of the contractor for fatal or non-fatal accidents during the pendency of the contract.
10. The contractor shall employ adequate number of experienced skilled at site for daily supervision and for maintenance of various registers and records required under the law and

contract. No payment for supervision shall be admissible

11. CONTRACTOR TO INDEMNIFY THE DGVCL:

The Contractor shall Indemnify the DGVCL and every member officer and employees of the DGVCL also, Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the or Government for or in respect of performance of his obligation under the contract documents. The DGVCL shall not be liable for intervention of authority Government for or in respect of performance of his obligation under the contract documents. The DGVCL shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or his Sub-Contractor and the contractor shall indemnify and keep indemnified the DGVCL against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

12. Insurance shall be effected for all the Contractor's employee engages in the performance of this contract. If any of the work is sublet, the Contractor shall required the Sub-Contractor to provide workmen's employer's liability insurance for the latter's employees, such employees shall be covered under the Contractor's Insurance.

13. WAGES TO BE PAID & TIME OF PAYMENT ETC. BY THE CONTRACTOR

- a) The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the minimum wages act. The wages of every Contract Labour employed by him under this contract shall also be paid by him before the expiry of 7th day of the last day of the month in respect of the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs. 100/-per each day or as per the prevailing rules of labour laws.
- b) The Contractor shall give his Telephone Number and Address to the DGVCL, so that, in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office outside the factory work premises and the Contractor shall arrange to have his office outside the factory work premises and the Contractor shall keep himself present throughout the working hours.

14. REGISTRATION WITH PROVIDENT FUND OFFICE

- i) The separate P.F. code issued from P.F. commissioner is required to be taken by contractor.
- ii) If the contractor does not possess separate P.F. code number of RPFC, his tender will not be considered for acceptance.
- iii) The contractor should mention separate P.F. code number allotted by RPFC, along with the tender.

87.0 Termination of Contract.

In case of contractor fails to deliver the stocks or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, the DGVCL shall exercise its discretionary power either:

- 87.1 To recover, from the contractor as agreed, by way of penalty clause above, or
- 87.2 To purchase from elsewhere after giving due notice to the contractor on account and at the risk of the contractor for such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery.

88.0 To cancel the contract.

In the event of the risk purchase of stores of similar description, the opinion of the DGVCL shall be final. In the event of action taken under clause above, the contractor shall be liable to pay for any loss which the DGVCL may sustain on that account, but the contractor shall not be entitled to have any saving on such purchases made against default. The decision of the DGVCL shall be final as regards to the acceptability of stores supplied by the contractor and the DGVCL shall not be

required to give any reason in writing or otherwise at any time for rejection of the stores.

PART - I ECC
ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 The following shall supplement the conditions already contained in other parts of these specifications & document and shall govern the portion of the work of this Contract to be performed at Site.
- 1.2 The Contractor upon signing of the Contract shall, nominate a responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

- 2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor. He shall abide by labour laws.
- 2.2 All initial registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration also shall be borne by the Contractor.

3.0 OWNER'S LIEN ON EQUIPMENT

The Owner shall have lien on all equipment brought to the Site for the purpose of cable laying, erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The Owner shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer.

4.0 ACCESS TO SITE AND WORKS ON SITE

- 4.1 Suitable access to and possession of the Site shall be afforded to the Contractor by the Owner in reasonable time.
- 4.2 The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the works.
- 4.3 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub- Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

5.0 CONTRACTOR'S SITE ESTABLISHMENT

- 5.1 **Contractor must depute Electrical Engineer (B.E./B. Tech) as a site supervisor for subject tender site work.**
The Contractor shall at all times keep posted an authorized representative for

the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the representative shall be available at a stated address for this purpose.

6.0 CO-OPERATION WITH OTHER CONTRACTORS

The Contractor shall co-operate with all other Contractors or tradesmen of the Owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the Contractor's own expense.

7.0 DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconduct himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

8.0 CONTRACTOR'S FIELD OPERATION

8.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

8.2 The Contractor shall have the complete responsibility for the conditions of the Work-site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

9.0 PROGRESS REPORT

9.1 The Contractor shall furnish three (3) copies each to the Engineer of progress including if any, photographs of the work done at Site.

9.2 The monthly progress report detailing-out the progress achieved on all erection activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

10.0 **MAN-POWER REPORT**

The Contractor shall submit to the Engineer, on the first day of every month, a man hours schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

11.0 **PROTECTION OF WORK**

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings.

12.0 **EMPLOYMENT OF LABOUR**

12.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No person below the age of eighteen years shall be employed.

12.2 All traveling expenses including provisions of necessary transport to and from Site, lodging, allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

12.3 In case the Owner becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Owner may make such payment and shall recover the same from the Contractor's bills.

13.0 **FACILITIES TO BE PROVIDED BY THE OWNER**

13.1 **Space:** Land for Contractor's Store, Workshop etc.

a) The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, etc. required for execution of the Contract. Any such temporary construction shall be done by the Contractor at his cost.

b) On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made.

13.2 **Electricity: Power supply:**

The Agency finalized for contract by DGVCL, shall apply for temporary connection to the concerned DISCOM Sub-Division paying required Service Charges and Deposit. Such temporary connections to be released on the name of contract. The power so consumed shall be charged at the prevailing tariff rate.

14.0 **FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

14.1 Contractor must direct/instruct their employees/workers (including supervisor) to carry out site work (i.e. electrical and civil etc.) with wearing safety equipments like Helmets, safety shoes, safety jackets, safety hand gloves & safety eye spectacles and identity card.

14.2 **Tools, tackles and scaffoldings:** The Contractor shall provide all the construction equipments; tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of work at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer

14.3 **First-aid:** The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personals shall be trained in administering first-aid.

14.4 **Cleanliness:** The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.0 **LINES AND GRADES**

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the works. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

16.0 **FIRE PROTECTION**

The work procedures that are to be used during the erection shall be those, which eliminate fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas.

All the Contractor's supervisory personnel and select number of workers shall be trained for fire fighting. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

17.0 **SECURITY**

The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

18.0 **PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS**

The pre-commissioning trials and initial operations of the equipment furnished and erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant clauses of Technical Specifications. The Contractor shall provide, in addition, test instruments, calibrating devices, etc and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such trials.

19.0 MATERIALS HANDLING AND STORAGE

- 19.1 All major electrical items/hardwares/steel items/electrical goods are to be dispatched at DGVCL's divisional store Icchapore.
- 19.2 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 19.3 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc, for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and / or in storage and erection of the equipment at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.
- 19.4 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment materials received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.
- 19.5 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 19.6 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.
- 19.7 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be opened for inspection by the Engineer.
- 19.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 19.9 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

19.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.

19.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally, all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

20.0 CONSTRUCTION MANAGEMENT

20.1 The field activities of the Contractors working at Site will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and the tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.

20.2 The Engineer shall hold weekly meetings of the Contractor at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.

20.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedules. If at any time, the Contractor is falling behind the schedules, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedules and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

20.4 The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors if any at site.

21.0 FIELD OFFICE RECORDS

The Contractor shall maintain up to date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, and supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to

indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

22.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

22.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

22.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.

22.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer.

23.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

23.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property.

24.0 INSURANCE

In addition to the conditions covered under the Clause entitled 'Insurance' in General Terms and Conditions of Contract, the following provisions will also apply to the portion of works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing Works.

25.0 Workmen's Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

| | |
|-------------------------|-----------------------------|
| Workmen's- Compensation | As per statutory Provisions |
| Employee's liability | as per statutory Provisions |

1.1 Comprehensive General Liability Insurance

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor,

his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

27.0 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

28.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc, which are marked either with the help of Engineer or by the Engineer shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

WORK & SAFETY REGULATIONS

- I. the Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to DGVCL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.
- II. All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of DGVCL in this regard.
- III. Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and

- will be promptly produced as and when desired by the Engineer or by the person authorized by him.
- IV. The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
 - V. The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
 - VI. The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by DGVCL to handle such fuses, wiring or electrical equipment
 - VII. Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
 - a. Satisfy the Engineer that the appliance is in good working condition;
 - b. Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
 - c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
 - VIII. The Engineer will not grant permission to connect until he is satisfied that:
 - a. The appliance is in good condition and is fitted with suitable plug;
 - b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
 - IX. No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
 - X. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
 - XI. In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
 - XII. the Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order

- of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
- XIII. The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- XIV. It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:
- a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
 - b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
 - c) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
 - d) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - e) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- XV The Contractor shall follow and comply with all DGVCL Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and DGVCL Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.
- a. Fatal injury or accident-Rs. 1,00,000/-: These are causing death per person applicable for death/
 - b. Major injuries or accident causing Rs. 20,000/- injury to 25% or more permanent disablement per person: any person, to Workmen or employees: whosoever.

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner such amount in addition to the compensation indicated above.

30.0 **CODE REQUIREMENTS**

The erection requirements and procedures to be followed during the

installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

PART-I SCC SPECIAL CONDITIONS OF CONTRACT

1.0 General Particulars:

This part of the Bid Document relates to certain specific/special terms and conditions particular to the Contract. The provisions herein are to be read and understood in conjunction with the relevant provisions elsewhere in the General Conditions of Contract (GCC) and Erection Conditions of Contract (ECC). The intent of provisions herein are specific to this contract and are, in general, supplementary to related provisions under GCC and ECC. However, in certain provisions which are contrary to those in GCC and ECC, the provisions in these Special Conditions of Contract will prevail.

2.0 Tender Fee: The tender fee specified in notice inviting tender is payable by online mode in favour of DGVCL.

3.0 Earnest Money Deposit (EMD): EMD paid online as mentioned in schedule-A

4.0 Declaration by Bidder: The Bidder shall sign the Declaration enclosed to this SCC and not furnishing the same will make the Bid invalid.

5.0 BIDDER TO SATISFY THE ENTIRE FOLLOWING PRE-QUALIFYING REQUIREMENT.

5.1 The bidder should produce evidence of experience of having successfully completed similar works during the last 7 years ending last day of month previous to the one in which applications are invited should be either of the following in Govt., /Semi Govt., along with certified copies of documentary evidence, preferably photo copy of orders secured from DGVCL/MGVCL/UGVCL/PGVCL/GSECL/GETCO/DISCOMs/GEB/ Central/State Government / Semi-Government and satisfactory completion certificate from respective department thereof:-

a) bidder should have (in last 7 years) completed of similar type work of costing not less than the amount equal to 80% of the estimated amount.

Or

b) bidder should have (in last 7 years) completed of two nos of similar type work of costing not less than the amount equal to 50% of the estimated amount.

Or

c) bidder should have (in last 7 years) completed of three nos of similar type work of costing not less than the amount equal to 40% of the estimated amount.

The DGVCL may verify the above certificates / documents from respective department, if necessary.

- 5.2 The Bidder shall have requisite resources (enclose details) in terms of professional competency and financial soundness to complete the whole package within the stipulated time period.
- 5.3 The Bidder shall have valid PF number. In absence of valid PF number, the bidder will have to apply for PF number prior to submission of tender and the same to be submitted at the time of tender.
- 5.4 Type Test reports for materials if any, as available, must be enclosed with the Bid. All required Type tests on one particular item must have been conducted in the span of one year only. All the required Type Test reports shall not be older than 5 (five) years. It is mandatory for submission of all tests certificates at the time of submission of tender.
- 5.5 The bidder has to submit the copy of GST registration certificate which should be live.

The offer of the Bidders not satisfying any of the above criteria are likely to be New Bidders. The Bidder shall be allowed to have tie up with any supplier for supply of materials and or tie up with contract agency to carry out the field work. However, the entire responsibility shall rest with the bidder in whose name the bid is submitted. Forming consortium for bidding is not permitted. The Bidder should put forth documents satisfying the qualifying requirements mentioned above.

PRICE EVALUATION:

- 5.5 No price preference shall be given on any account. All tenders will be evaluated on firm price. If more than one party is to be considered for placement of order, they will have to match their end cost with end cost of L-1 technically acceptable bidder. DGVCL may go to the L-2, L3 and so on depending upon the requirement. If DGVCL feels that there is lack of serious competition or any other reasons, DGVCL may negotiate with the L-1 party. DGVCL's decision shall be final and binding on all the parties.
- 5.6 The bidder shall have valid Electrical Contractor License of Gujarat or any other Indian state and registered under Sales-Tax Act, excise registration, Service Tax Act, should have PF Registration Certificate and ESIC registration.
- 5.7 Bidder has to submit the copy of complete type test reports/certificates of offered make of major supply items like (indoor/outdoor) end termination kits, Jointing Kits and HDPE pipe etc as required in project work. The certificates/reports should not older than 5 (five years). Bidder has to provide authorization letters from the manufacturer of offered make material i.e. (indoor/outdoor) end termination kits, Jointing Kits and HDPE pipe etc. Before execution of work, bidder shall get materials inspected at circle office & on getting clearance should start the work. At circle level, verification should be made for the specimen material approved by Projects Cell Team before giving clearance for usage of materials, failure to this will lead to nonpayment of install/erected items.

- 5.8 Bidder does not anticipate change in the ownership during the proposed period of work. (If such a change is anticipated, the scope and effect thereof shall be defined)
- 5.9 Bidder has adequate financial stability and status to meet the financial obligations pursuant to the scope of the works (The bidders should submit at least 2 copies of their profit and loss account and balance sheet for the last Three years duly audited by certified Chartered Firm).
- 5.10 The bidder shall have in-house facility of mobile cable fault locating and/or cable fault locating & testing system in 11KV and above networks or cable testing & cable fault locating kit, other testing equipment like digital earth tester, cable identifier, dc high voltage testing equipment and live line indicators.
- 5.11 Bidder shall have in-house design and engineering facilities, consisting of qualified man power and design tools like auto cad.
- 5.12 DGVCL reserves the right to relax the qualifying criteria if required in the interest of better competition.
- 5.13 Any manipulation in the documents/certificates/information being submitted shall lead to legal action.
- 5.14 Any subcontracting documents shall not be considered for technical evaluation. Bidder shall not deviate from the MAKE of equipments/electrical items/electrical goods/steel items etc once offered in technical bid after qualifying. All supporting documents are required to be attached for verifying & confirming all the pre-qualifying conditions. No documents shall be accepted on later date. Submission of incomplete documents/invalid documents leads to disqualification of the bid straightaway without entering in to further correspondence. If bidder has not submitted required supporting documents for verifying & confirming all the pre-qualifying conditions, shall liable for disqualification of the bid straightaway without entering in to further correspondence.
- 5.15 The qualifying requirements stated in the accompanying technical specifications for the works shall also apply.
- 5.16. The above stated requirements are a minimum and the DGVCL reserves the right to request for any additional requirement and also reserves the right to reject the proposal of any bidder, if in the opinion of the DGVCL, the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.
- 5.17 **THIRD PARTY INSPECTION OF WORK**
DGVCL shall assign the work of supervision and inspection to third party for work of contractor's workmanship and quality on 24 x 7 hours basis. The periodical inspection reports shall be accessed and any defects or poor quality of workmanship has to be got rectified by the contractor invariably within stipulated time limit. DGVCL reserves the right of stop payment on non-response of contractor on this issue.

The owner may assess the capacity & capability of the bidder, to successfully execute the scope of work covered under the work within stipulated time frame, the owner may allocate the part work to other technically qualified bidders subject to matching price/rate with L-1 bidder/tenderer/party.

- i. Document verification

- ii. Bidders work/manufacturing facilities visit
- iii. Manufacturing capacity, details of work executed, works in hand, anticipated in future & the balance capacity available for the present scope of work
- iv. Details of testing facilities ,manpower and financial resources
- v. Details of quality system in place
- vi. Past experience & performance
- vii. Customer feedback & Banker's feed back

6.0 ADDITIONAL DOCUMENTS:

Apart From various documents to be furnished along with the Bid as required in the GCC and ECC, the following documents/details are to be furnished by the Bidder:

- 1. Sales Tax/ VAT/ Service Tax Registration No. date/ issuing authority.
- 2. Regn. No. under Shops & Estt. Act/ issuing authority
- 3. Details of Partners/Directors of the Firm/Company.
- 4. Experience Record and details of orders pending / executed for various utilities
- 5. Last five years Audited Accounts
- 6. Detail of Manufacturing/Fabrication facilities
- 7. Factory Registration/license details
- 8. Solvency certificate from Bank (up to 20 % of Bid value).

7.0 COMPLETION PERIOD

7.0 The contractual period for this whole project is of 01(one) year from the date of receipt of Detail Order (A/T) or The period mentioned in the sub work order issued by Deputy Engineer (O&M) ,concerned whichever is earlier. Company reserves the right to increase/decrease the contractual period at the time of LOA/LOI.

- 7.1 No mobilization period, idling or stoppage period will be allowed during this period of the Contract.
- 7.2 The completion date will be deemed to be the date on which all works on the Contract are demonstrated to be complete to the satisfaction of the DGVCL/Engineer and is complete in all respects as per the terms and conditions of this Contract.

8.0 Instructions before submitting your bid.

- 1. All the drawings, i.e. elevation, side view, plan, cross sectional view etc., in AutoCAD format and manuals in PDF format, for offered item shall be submitted by successful bidder. Also the hard copies as per specification shall be submitted.
- 2. The bidder shall submit Quality Assurance Plan (QAP) & Field Quality Plan (FQP) with the technical bid.
- 3. The bidder must fill up all the point of GTP for offered item/s. Instead of indicating "refer drawing, or as per IS/IEC", the exact value/s must be filled in.
- 4. All the points other than GTP, which are asked to confirm in technical specifications must be submitted separately with the bid.
- 5. The bidder shall bring out all the technical deviation/s only at the specified annexure.
- 6. Bar chart with completion period of 12months in MS Project shall be submitted.

10.0 Progress Report:

The successful bidder shall submit progress report monthly for supply activities & fortnightly for erection activities along with site photographs.

11.0 Goods and service tax

THE ABOVE RATES ARE AS PER THE PREVAILING SOR OF THE COMPANY AND AS AND WHEN ANY CHANGES MADE BY GOVERNMENT.IT WILL BE APPLICABLE AS PER THE RULE.

DUE TO IMPLEMENTATION OF GST,IT IS COMPULSORY TO SUBMIT ALL THE RELEVANT DOCUMENTS SUCH AS GSTIN,HSN CODE AND SAC CODE BEFORE STARTING OF WORK.

12.0 Minor Civil Works:

During the installation / erection of the outdoor equipments /materials or any other erection activity as per the scope of tender, any civil structure / slab, wall, road, Indoor or Outdoor cable trench etc. which may need to be altered / modified or damaged shall be rectified / made it good by the successful bidder at no extra cost to the DGVCL within stipulated time period. No deviation in the time limit of work would be considered on account of the above repairing/modification of civil work.

13.1 Part-A: Technical:

13.1.1 The bidder should possess Electrical Contractor license issued by the Office of Govt. of Gujarat. The contractors outside of Gujarat State must have to take approval from Government of Gujarat for Electrical Contractor license.

13.1.2 Work experiences of the bidder shall be considered only if the works have been executed under Public electrical utility of Central or State Govt. in India / Government Sector / Power Utility (Government or Private) / Power sector PSUs & Power Sector CPSUs.

13.1.3 For qualifying the experience criteria; bidder shall submit Copy of Work Order (showing the statement of quantity & amount in Rs.), work completion certificate (showing amount of actual work completed) for the work completed before one year and said system / project is performing satisfactorily as on submission of bid, from respective authority / client.

13.1.4 Bidder has to submit the copy of complete type test reports / certificates of offered make of major supply items like HDPE Pipe, Indoor & Outdoor Termination Kits, Straight Joints **(any make approved by GUVNL & Its Subsidiaries Company)** as required in under-ground cable laying work. The Certificates / reports should not be older than 5 (Five) years.

13.1.5 Bidder has to provide the authorization letters from the manufacturer / authorized dealer of offered make material. Guarantee also required from bidder as well as OEM / authorized dealer.

13.1.6 Experience as a sub-contractor shall not be considered for technical evaluation.

13.1.7 The above stated criteria are minimum and the DGVCL reserves the right to request for any additional requirement and also reserves the right to reject the bid of any bidder, if in the opinion of the DGVCL, the qualification criteria are not fulfilled.

13.1.8 Bidder must have Skilled Supervisor having Supervisor License & Skilled Technical staff & labour for execution of work.

13.1.9 Bidder must own cable fault locator van / kit to identify cable fault location & HDD Machine for push through work. If not, as an alternative, bidder should have out-sourced contract service facility with such agency. For the same bidder must have to submit MOU (Memorandum of Understanding) with such agency on Rs. 300/- non judicial stamp paper duly signed by respective authorized representative and notarized. The registration and purchase details of equipment along with MOU shall be submitted with the bidding document.

13.1 Part-B: Technical:

Importance points to incorporate in underground works tender

In connection to the above subject, following importance points to incorporate in underground works tender for better stability of network through quality works and to avoid undesirable interruption just due to improper working method from contractor side.

1. PIC Earthing required to be done at substation Gentry. (As per specification provided Annexure-1)
2. Excavation, Drilling and Cable laying should be done with all road safety measures such as hard barricading, displaying "DANGER" sign and "DGVCL - Work in Progress" on it with light reflective strips or paint. Proof of all barricading and safety equipment need to submit.
3. Cable laying should be done through roller (not through tractor or pulling by any other vehicles).
4. Ownership document regarding roller/pulling machine and HDD machine need to submit or agreement with agency of above narrated machine regarding work for this tender required to submit.
5. Trail pit excavation and De-excavation should be done simultaneously so that any chance of road accident can be prevented.
6. Three no of Polymer cleat should be provided on rising cable for proper fitting and if it is not feasible to provide third polymer cleat at the bottom than two nos of polymer cleat on upper side and strap strip on bottom end required to install for proper fitting of rising cable.
7. 100% videography of cable laying along with landmark location of cable laying required to be done and submit Pen drive to the concern engineer for their verification.

8. Aluminum strip required to use to connect end of cable at cable rising location as per instruction of Engineer in charge. Also no joints will be allowed in GI strip for cable Earthing and strip will be connected through GI bolts only.
9. Issues regarding ROW on field should be resolved by contractor itself.
10. Testing & measuring equipment: - 5 KV Digital insulation testers, Digital Earth clamp meter for measurement of Earthing and leakage current, Digital Rodometer with NABL accredited agency valid test certification.
11. Earthing value & Insulation Resistance (IR) value of all location along with Geo tagged (longitude & latitude) wise testing and measured value photograph need to submit with Bill.
12. Depth chart should be provided at every 100 meter with mentioning landmark.
13. Partial Discharge test to be carried out on sample part of cable before charging as decided by in charge engineer.
14. Qualified cable jointer with Minimum five years of experience required with necessary certification regarding qualification and specific experience.
15. Performance Bank Guaranty required to submit 5% of tender value for two years against cable joint failure. Moreover, cable joint failure or end termination failure will have to repair within 24 Hrs for 2 years of guaranty period.
16. Fixing of mechanical protection HDPE pipe at rising should be properly buried as per specification.
17. Fixing of Route marker strictly as per specification.
18. Minimum annual Turnover should be at least tender estimated value and in addition to CVC guideline narrated in tender for UG cable laying work.
19. Marking of feeder name, direction and location on cable is compulsory during final scrutiny to declare work completion.
20. End termination and straight joint kit should be of premium quality as specified in Annexure-2. Technical specifications for the same to be submitted along with bid.
21. Cable straight joint should be done with mid span joint instead of long barrel Lug.
22. Agreement with vendor of cable joint kit and End termination kit to supply for this tender for concern bidder should be submit at the time of bidding.
23. **The bidder shall execute the work strictly in accordance with the applicable DGVCL HT/LT Safety SOPs Of New connection and directions issued by the competent authority. In case the successful bidder fails to execute the allotted work as per SOP, specifications, or within the stipulated time, DGVCL reserves the right to get the work executed through another contractor. Expenditure incurred in this regard shall be recovered from the defaulting bidder from the**

pending bills, security deposit, or any other dues.

24. If the Security Deposit (SD) pertaining to any earlier or existing tender of the bidder is pending or unpaid, such bidder shall be directly disqualified from participation in the present tender. No consideration shall be given to such bid, and the decision of the competent authority of DGVCL in this regard shall be final and binding on the bidder.

25. Above points are to be verified by engineer before submission of bill to Expenditure, same are not to be verified at expenditure section.

26. Tagging required regarding cable kit/straight joint installation agency name, installer name, date and name of installer.

Above guidelines will streamline the process of underground cable laying works for better power stability by reducing cable fault/end termination and joint kit failure.

You are requested to implement above guidelines in all underground works tender as an important notice.

Declaration

Tender for Wire free City work of Erection of HT, LT line & T/C , dismantling of pole & transformer center, Erection of Overhead XLPE, other miscellaneous work & supply, laying, testing & commissioning of 11/22 kv underground XLPE cable (XLPE cable will be supplied by DGVCL) with cable end termination & straight through jointing kit under various schemes at Ichchhapore sub division & any other sub division under Piprod Division.

In connection with above subject, I / we confirm the following:

a) I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.

b) The supply & erection price components in the bid are firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded.

c) I/We declare that our bid is strictly in line with Tender Specifications and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof

Signature of Authorized
representative of Company /
Agency

NAME:

STATUS: _____

Name of BIDDER

ANNEXURE - 1

I / WE, confirm that following documents are attached with the technical bid of the offer.

| Sr. No | Details | Confirmation (YES / NO) |
|--------|--|-------------------------|
| 1 | Declaration | |
| 2 | Firm's details as per "ANNEXURE- 2" | |
| 3 | Type test reports as per "Annexure-3" | |
| 4 | Technical & comm. Deviation "Annexure-4" | |
| 5 | Under taking "Annexure-5" | |
| 6 | "ANNEXURE- 6" | |
| 7 | "ANNEXURE- 7" | |
| 8 | "ANNEXURE- 8" | |
| 9 | "ANNEXURE- 9" | |
| 10 | "ANNEXURE- 10" | |
| 11 | "ANNEXURE- 11" | |
| 12 | Important Instruction | |

NOTE:

- (1) ALL THE DOCUMENTS SHOULD BE PROPERLY FILED AND SHOULD BE GIVEN FLAG MARKING FOR IDENTIFICATION.
- (2) Bidder has to maintain the order of above documents (in chronological order).

ANNEXURE - 2
DETAILS OF THE FIRM

Tenderer may MANDATORILY fill all the details in this form and should be placed as a forth page of offer.

(These details are necessary to create the database of suppliers)

| | | | |
|--|------------|---------------------------------------|---------------------------|
| Supplier Name | | | |
| Within Gujarat / Outside Gujarat | | | |
| Pvt. Firm / Public Ltd. / State Govt. Under taking / Central Govt. undertaking | | (Indicate the relevant status) | |
| Supplier Category | | Manufacturer/Trader | |
| VAT No. and VAT Date | | | |
| CST No. and CST Date | | | |
| Excise No. and Excise Date | | | |
| SSI Certificate No. and Date | | | |
| NSIC Certificate No. (Should be revalidated since last 3 yrs.) | | | |
| NSIC Certificate Date. | | | |
| Whether under NSIC scheme. If Yes then Monetary limit. | | Rs. | |
| Custom No. and Date (If License Type (ISO9001/9002) | | ISO 9001 / ISO 9002 (Tick Applicable) | |
| License Validity Period | | From Date to Date | |
| Address of | Registered | Factory/Works | Authorized Representative |
| Contact person | | | |
| Designation | | | |
| Address | | | |
| City & Pin code | | | |
| State | | | |
| Country | | | |
| Phone Nos. (Office) | | | |
| Phone | | | |
| Fax Nos. | | | |
| STD Code. | | | |
| Mobile No. | | | |
| Web site address | | | |
| Email-id | | | |

ANNEXURE- 3
**LIST OF ITEMWISE TYPE TESTS REPORTS SUBMITTED WITH THE
 TECHNICAL BID.**

| Sr. No. | Type Test Report No. & Date | Tests Carried out at (Name of Laboratory) | Rating & Type /Designation of Item/ Equipment | Name of the test Conducted | Results of the Tests. |
|------------|-----------------------------------|--|---|----------------------------------|-----------------------|
| | | | | | |
| | | | | | |
| | | | | | |

Note:

- (1) Bidder has to submit all the type test report as per relevant IS in physical bid for conforming above filled in details invariably

ANNEXURE - 4

TECHNICAL AND COMMERCIAL DEVIATIONS IF ANY TO BE FURNISHED IN THIS
ANNEXURE ONLY AND TO BE SUBMITTED WITH TECHNICAL BID.

Note:

- (1) Above annexure left blank without mentioning anything will be considered as
“no deviation”

ANNEXURE - 5

(UNDERTAKING IN REGARD TO STOP DEAL / BLACK LIST THEREOF) and should be placed as a sixth page of offer.

Sub: Undertaking in regard to Stop Deal / Black List Thereof. Ref: Tender No. DGVCL /

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All bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the tender along with the Technical Bid.

I / We

authorized signatory of M/S here by

certify that M/s is not stop deal /

black listed by GUVNL and or their any subsidiary company viz. GSECL / GETCO
/ DGVCL / MGVL / DGVCL / DGVCL for the tendered item.

Seal of the Firm

Signature of the Tenderer

ANNEXURE- 6

DETAILS OF THE EXPERIENCE FOR 11/22 KV XLPE CABLE(UNDERGROUND) LAYING, (Erection,Installation testing and commissioning) AND FIXING OF END TERMINATION KITS, JOINTING KIT AND HDPE PIPE IN LAST FIVE YEARS FROM THE DUE DATE OF TENDER:

| Sr. No | NAME OF THE COMPANY FOR WHICH WORK IS EXECUTED | ORDER REFERENCE No. & DATE | ORDER VALUE | QUANTUM OF WORK IN DETAILS WITH RESPECT TO SUBJECT TENDER WORK | ORDER FULLY EXECUTED. YES/NO | STATUS, IF ORDER UNDER EXECUTION | DATE OF COMPLETION/REMARKS |
|--------|--|----------------------------|-------------|--|------------------------------|----------------------------------|----------------------------|
| A | DGVCL/DISCOMs: | | | | | | |
| 1) | | | | | | | |
| 2) | | | | | | | |
| 3) | | | | | | | |
| 4) | | | | | | | |
| B | OTHER STATE ELECTRICITY/GOVT/SEMI GOVT. ORGANIZATIONS: | | | | | | |
| 1) | | | | | | | |
| 2) | | | | | | | |
| 3) | | | | | | | |
| 4) | | | | | | | |
| C | PUBLIC/PRIVATE SECTOR COMPANIES: | | | | | | |
| 1) | | | | | | | |
| 2) | | | | | | | |
| 3) | | | | | | | |
| 4) | | | | | | | |

Note:

- (1) Bidder has to submit the copy of above orders with the physical bid for verification. (Details must be relevant to subject tender and same should not be older than 01.01.2010).
- (2) In above details mentioning "documents or sheets attached" will not be acceptable.

ANNEXURE - 7

LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID

[illegible]

ANNEXURE - 8

Vendors must furnish the below details along with technical Bid.

| Sr. No. | The Bidder's financial turnover of the in financial year (Audited report must be submitted along with online bid) | |
|------------|---|---------------------------|
| | Financial Year | Financial Turnover in Rs. |
| I. | For the F.Y. 2021-22 | 535353_Cr. |
| II. | For the F.Y. 2022-23 | 535353_Cr. |
| III. | For the F.Y. 2023-24 | 535353_Cr. |

ANNEXURE - 9

LIST OF THE TENDER DRAWINGS SUBMITTED WITH THE TECHNICAL BID.

| Sr. No. | Description | Drawing Number | Number of Sheets |
|------------|-------------|----------------|------------------|
| 1 | 2 | 3 | 4 |
| | | | |

ANNEXURE - 10

VENDOR MUST FILL UP BELOW DETAILS & SHOULD PLACE AT THE TOP OF THE TECHNICAL BID.

| Sr. No. | DESCRIPTION | TO BE FILLED BY TENDERER |
|---------|---|--------------------------|
| 1 | PRICE : [FIRM ONLY] (Please specify Yes/No) | |
| 2 | EXCISE DUTY :(SINGLE SLAB ONLY) (Please specify Inclusive/Exclusive/Exempted) Please quote your Registration No. & date | |
| 3 | SALES TAX :(IN PERCENTAGE) (Please specify Inclusive/Exclusive/Exempted) Please quote your Sales Tax Registration No. & Date | |
| 4 | PENALTY TERMS AGREED: (Please specify Yes/No) | |
| 5 | SECURITY TERMS AGREED: (Please specify Yes/No) | |
| 6 | P.G.TERMS AGREED(Wherever applicable) (P.G. – Performance Guarantee) (Please specify YES/NO) | |
| 7 | EXECUTION PERIOD TERMS AGREED: (Please specify Yes/No) | |
| 8 | VALIDITY OF THE OFFER AGREED: (Please specify Yes/No) | |
| 9 | PAYMENT TERMS AGREED: (Please specify Yes/No) | |
| 10 | SERVICE TAX [IN PERCENTAGE] (Please specify INCLUSIVE/EXCLUSIVE /EXMPTED) Please quote your Service Tax Registration No. & date | |
| 11 | TELEPHONE NOS. & FAX NO: | |
| 12 | Authorized person of the firm: | |
| 13 | Name of the proprietor, partners, directors (as the case may be), along with address, telephone, fax no. etc. | |

| | | |
|--------|-----------------------------|--|
| 1 4 | VAT Registration No. & Date | |
| 1 5 | CST No. & Date | |
| 1 6 | PAN No. & Date | |
| 1 7 | PF Registration No. | |

Signature of Authorized
representative of Company /
Agency
NAME: _____
STATUS: _____
Name of BIDDER

(UNDERTAKING IN REGARD TO QUOTED PRICE)

Sub: Undertaking in regard to quoted prices.

Ref:

All bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the tender **along with the price bid.**

“This is to certify that we have not carried out the subject tender work viz. to other SEBs / Power Utilities with this tender specification of DGVCL at lower than the prices quoted in this tender by us for the same item during last Six (6) Months.”

The prices quoted by us for the same item to other SEBs during the last six (6) months are given below:

Signature of the Tenderer

Seal of the Firm

This is to be submitted in separate Sealed Cover super scribed “Undertaking in regard to quoted price” and should be placed in Price Bid Cover.

DAKSHIN GUJARAT VIJ COMPANYAY LTD.
IMPORTANT INSTRUCTIONS

1. The Tenderer should clearly give certificate along with the Technical Bid:
“This is to confirm and certify that the offer submitted by me is strictly in accordance with DGVCL Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. There is no commercial or Technical deviation (except the deviations shown in Annexure of Technical Deviations) in the offer from DGVCL Tender Specification. I undertake to abide by DGVCL Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per DGVCL Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me. I also undertake to abide by all commercial conditions of DGVCL, including delivery schedule.”

(Signature of the Tenderer)

2. Any offer without above certificate will not be considered and the tender will be out rightly ignored in the absence of above certificate.
3. After opening of the Tender, if it is found that the offer given by the Tenderer is not according to DGVCL specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then DGVCL will not deal with the firm for the present Tender. It is, therefore requested that the Tenderer should take care in giving their offer and submission of documents, including Type Test certificate.
4. The conditional tenders will not be accepted.

CONTRACT AGREEMENT

(Non-judicial stamp paper of Rs. 300/-)

This agreement is made at Surat, the _____ day of _____ in the Christian year Two Thousand Five between _____ (herein after referred to as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to context include its successors or permitted assigns) of the one part and the Dakshin Gujarat Vij Company Limited having their Corporate Office at Surat, (hereinafter called "Company" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

"WHEREAS" the aforesaid Company has accepted the tender of the aforesaid contractors for

_____ as per DGVCL's Order No. _____ hereinafter called "The works" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the Contractors and by _____ on behalf of the Company, a list where of is made out in the schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression 'The Works' wherever herein used, upon the terms and subject to the conditions hereinafter mentioned. AND WHEREAS THE DGVCL has accepted the tender of the contractor for the work of laying, testing and commissioning of 11KV/22KV XLPE (underground) cable and supply, installation and fixing of 11KV/22KV end termination kits, Jointing Kits and HDPE pipes in the area of DGVCL under RAPDRP-B & Other Scheme of Gujarat State for _____ the sum of Rs. _____ (Rupees _____) upon the terms and subject to the conditions herein mentioned.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED AND DECLARED THAT:

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, the Corporation doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.
2. The conditions and covenants stipulated hereinbefore in this contract, are subject to and without prejudice to the rights of the Corporation to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions, specifications, forms, or tender schedule, drawing, etc. attached with Company's Order No. The contract value, extent of works / supply, completion / delivery dates, specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

- 1) DGVCL's Tender Specification No-. Tender No.
- 2) DGVCL's Contract booklet - "Tender & Contract of Works".
- 3) Company's A/T No
- 4) A/T Acceptance letter no.
- 5) Memorandum & Article of Association.
- 6) Board Resolution authorizing person to sign on behalf of firm.

In witness where of the parties here to have set their hands and seals this day and month year first above written.

Signed, Sealed and Delivered by

for and on behalf of M/s. _____

In the presence of, signature with names and

Address: _____

1) _____

2) _____

Signed, Sealed and Delivered by

For and on behalf of Dakshin Gujarat Vij Company Limited

Nana Varachha road, Kapodara, Surat. 395009

In the presence of, signature with names and

Address: _____

1) _____

2) _____

E. M. D. BANK GUARANTEE FORMAT

TENDER NOTICE NO:

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.300/-)

Whereas Messer's (Name & Address of the Firm) having their registered office at _ (Address of the firms Registered office) (Hereinafter called the 'Tenderer') wish to participate in the tender No. _ for 42of (Supply/ Erection/Supply & Erection Work) (Name of the material/ equipment / Work) for _ Dakshin Gujarat Vij Company Ltd. and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") Rs. _ (Amount of EMD) valid till (Mention here date of validity of this Guarantee which will be 4 (FOUR) months beyond initial validity of Tender's offer) which is required to be submitted by the tenderer along with the tender.

We, (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at _ (Address of Bank's registered office) hereby give this Bank Guarantee No. _ dated _ and hereby agree unequivocally and Unconditionally to pay immediately on demand in writing from the Dakshin Gujarat Vij Company Ltd. or any officer authorized by it in this behalf any amount not exceeding Rs. 42(Amount of E.M.D.), (Rupees (In words) to the said Dakshin Gujarat Vij Company Ltd. on behalf of the Tenderer.

We (Name of the Bank) also agree that withdrawal of the tender or part thereof by the Tenderer within its validity or Non submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the Dakshin Gujarat Vij Company Ltd. would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of 42(Mention here the date of validity of Bank) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of Tenderer Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the DGVCL.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. DGVCL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly..

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _ (Amt. of E.M.D.) (Rupees) (In words). Our Guarantee shall remain in force till (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before 5353_ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal
Address of the Bank with Branch Code,
Telephone and Fax Nos.

Signature of the Bank's
Authorised Signatory with
Official Round Seal.

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

**ON STAMP PAPER OF RS.300/-
FORM OF BANKER'S UNDERTAKING
[For Performance Guarantees (PG) for supply/execution of works period
as per Commercial Terms and Conditions of Tender]**

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Dakshin Gujarat Vij Company Ltd. or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _ (in words) Rupees _ to the said Dakshin Gujarat Vij Company Ltd. on behalf of M/s. _ who have entered into a contract for the supply/works specified below:

L.O.A. No. __dated.

This agreement shall be valid and binding on this Bank upto and inclusive of 42 and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. DGVCL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

“NOTWITHSTANDING” anything contained herein before, our liability under this guarantee is restricted to Rs. 42 (Rupees only). Our guarantee shall remain in force until 42 (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

| | |
|--|--|
| Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos. | Signature of the Bank's Authorised Signatory with Official Round Seal. |
|--|--|

**ON STAMP PAPER OF RS.300/-
FORM OF BANKER'S UNDERTAKING**

**[For Performance Guarantees (PG) for Warrantee Period as per
commercial terms and conditions of tender]**

We, Bank of _ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Dakshin Gujarat Vij Company Ltd. or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _ (in words) Rupees 42_ to the said Dakshin Gujarat Vij Company Ltd. on behalf of M/s. _ 42who have entered into a contract for the supply/works specified below:

P. O. (A/T). No. dated.

This agreement shall be valid and binding on this Bank upto and inclusive of 42and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. DGVCL). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

“NOTWITHSTANDING” anything contained herein before, our liability under this guarantee is restricted to Rs. 42(Rupees only). Our guarantee shall remain in force until 42(Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before_ (Date of validity of the Guarantee), all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

| | |
|--|--|
| Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos. | Signature of the Bank's Authorised Signatory with Official Round Seal. |
|--|--|

(on Non-judicial stamp paper of Rs.300/- duly Notarized)
A G R E E M E N T

THIS AGREEMENT made on this day of Two thousand

BETWEEN

..... (Name of the Company), having Registered Office at and represented by (Name and designation of the Authorized Officer (herein after called "The Supplier", which expression where the context so requires or admits shall include his legal heir, administrators, executors, assignees and legal representatives) of the ONE PART.

AND

..... (Name of the Company), having Registered Office at and represented by (Name and designation of the Authorized Officer (here in after called "The Purchaser / purchaser Company", which expression where the context so requires or admits shall include his administrators, executors, authorised person, assignees and legal representatives) of the OTHER PART.

WHEREAS, the Supplier willingly submitted bids for the Tender No.....of the Purchaser company for supply of [Name of the material / items to be supplied by the Supplier] as specified and as per delivery instructions provided in the Acceptance of Tender (AT) / Letter of Acceptance (LOA) issued vide No.....dtd..... by the Purchaser company at the accepted respective prices or rates mentioned against the said items / materials.

AND WHEREAS THE PURCHASER Company has accepted the tender of the Supplier for the supply for the total sum of Rs. _ (Rupees only) *including / excluding taxes upon the terms and subject to the conditions herein mentioned in the agreement.

AND WHEREAS, a list is made out in the "SCHEDULE" hereunder written and all of which said documents of the Schedule are deemed to form part of this agreement and included in the expression "the Supply" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

NOW THIS AGREEMENT WITNESSES AS UNDER AND IT IS HEREBY AGREED AND DECLARED THAT:-

- (1) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No. dtd. as well as in the form of Acceptance of Tender (AT) / Letter of Acceptance (LOA) No. dtd. which will hold good & valid during the period of this Agreement.
- (2) The supplier shall do and perform for all supplies and things mentioned and described in this agreement or which are implied therein or therefrom respectively or are reasonably necessary for the in-time and in manner supplies as mentioned

and subject to the general / commercial terms & conditions and stipulations contained in this agreement.

- (3) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.
- (4) In respect of the said Tender as per the terms & conditions of this Agreement, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of Rs. (Rupeesonly) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- (5) Upon breach by the Supplier of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation / risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.
- (6) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving ONE MONTH'S NOTICE IN WRITING without compensating the Supplier.
- (7) This Agreement shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee / Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.
- (8) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.
- (9) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the Tender Documents.
- (10) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general / commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.
- (11) The following is the Schedule forming part of this agreement as provided herein above:

SCHEDULE

List of documents:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

In witness whereof the parties hereto have set their hands and seals this day, month and year first above written.

Place:

Date:

1. Signed, Sealed and delivered by :

(Signature with Name, Designation & official seal / stamp)

For and on behalf of M/s. (Supplier)

(Complete Name, Address of the authorised person of the Supplier with Authority letter or Board's Resolution in case of company)

In the presence of Name, full Address & Signatures:

- i) _____
ii) _____

2. Signed, Sealed and Delivered by :

(Signature with Name, Designation & official seal / Stamp)

For and on behalf of 42(Purchaser),

(Complete Name, Designation & Location / Address of the authorised officer as per DOP of the Purchaser Company)

In the presence of Name, Full Address & Signature:

- I) _____
II) _____

Date:

Attention to the following points while obtaining Performance Guarantee for execution Period & Performance Guarantee for Warrantee Period:

1. Bank Guarantee must have clear one time validity as per order/LOA/AT terms and conditions. Also, there should be a clear validity of stamp paper on which Bank Guarantee is to be issued.
2. Date of issuance of Bank Guarantee must be on or after the date of execution/issuance of stamp paper (on which said BG is to be obtained).
3. Seal & Initial of the bankers, issuing bank guarantees must be obtained against each hand written stipulations, deletion(s), alteration(s) or addition(s), if any.
4. Bank Guarantee must be submitted in our standard prescribed format without any changes.
5. Date & place of execution of Bank Guarantee must invariably be obtained on both Original and Extended BGs.
6. Further any extension obtained in original bank guarantee must be taken in our standard prescribed format for Extension in B.G. without any change.
7. Page nos. should be mentioned on each page of bank guarantee.
8. Only the stamp paper pages on which Bank Guarantee is executed are considered as part of BG. So, page nos. should be obtained on them only and additional pages such as Bank Confirmation letter, Bank covering letter etc. shall not be treated as part of Bank Guarantee and excluded.