



**MADHYA GUJARAT VIJ COMPANY LTD**  
S.P. Vidyut Bhavan, Race Course, Vadodara - 390 007  
Phone No. (0265) 2310582-86  
Web Site : [www.mgvcl.com](http://www.mgvcl.com)  
Fax No. (0265) 2337918/2338164  
E-mail : [cetech.mgvcl@gmail.com](mailto:cetech.mgvcl@gmail.com)  
CIN No. U40102GJ2003SGCO42907



**By e-mail/Fax & Post**

No.: MGVCL/DE (T)/Works/Com TC/ 2046

Date: 23.06.2020

To

The Superintending Engineer (O&M)  
MGVCL, Circle office,  
Baroda (O&M) (City) / Anand / Nadiad / Godhra

**MD OFFICE, MGVCL**

No.            Dt. 25/6/20

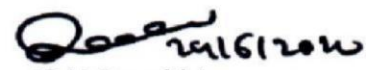
Sub: Incorporation & implementation of cl no. 15 B & 24 B in commercial terms & Condition regarding Minimum Man Power Requirement & Audit Inspection respectively.

Ref: MoM of SE's meeting held on 30.01.2020

With reference to MoM of SE's meeting held on 30.01.2020 & after approval of competent authority, cl no. 15 B regarding Minimum Man Power requirement & cl no. 24 B regarding Audit inspection are incorporated in commercial terms & condition of SBD. The copy is attached herewith for your ready reference.

You are directed to upload these commercial terms & conditions in all forthcoming tenders & also give corrigendum incorporating above clauses in already uploaded tenders.

It is also directed to instruct concerned officials to take necessary action to follow above provisions for works contracts/tenders (except tender for repairing of failed/damaged dist. Transformers) scrupulously.

  
(S H Parekh)

Chief Engineer (Tech & Op)

Encl: As above (soft copy)

Copy to:

1. ETA to MD, MGVCL, Corp. Office, Baroda
2. CE (Proj), MGVCL, Corp. Office, Baroda
3. GM (F&A), MGVCL, Corp. Office, Baroda
4. SE (IT), MGVCL, Corp. Office, Baroda  
... For uploading attached Comm T & C on MGVCL Intranet
5. SE (Construction), MGVCL, Corp. Office, Baroda

	<p>Tech/Works/ <b>MADHYA GUJARAT VIJ COMPANY LTD.</b>  <b>Corporate Office :Sardar Patel VidyutBhavan,</b>  <b>5<sup>th</sup> Floor, Race Course, Vadodara - 390 007</b>  <b>Phone No. 0265 - 2327481 / 2310583-86/2350783(D) Fax No. : 0265</b>  <b>- 2337918/2338164 e-mail</b>  <b>:acepro.mgvcl@gebmail.com CIN No.</b></p>	
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U40102GJ2003SGC042907

	<p align="center"><b><u>COMMERCIAL TERMS AND CONDITIONS(For Works/Service)1</u></b></p> <p><b><u>Tender Fee:</u></b></p> <p>Tender fee (Non-refundable) as notified in the tender notice should invariably be paid by way of Demand Draft or Banker'sCheque; otherwise tender will be ignored out rightly. <u>Indian Postal Orders (IPO's) &amp;Cheques are not acceptable.</u> Demand Draft should be in the name of "Madhya Gujarat Vij Company Ltd.", Payable at_____. <b>Alternatively,</b> the bidder can pay the tender fee in CASH(up to Rs 10000/- only) at, "Madhya Gujarat Vij Company Ltd. (MGVCL), _____ at Cash counter during working day between 11.00 A.M. to15.00 P.M. and on working Saturday between 11.00 A.M. to 12.30 P.M. before the due date and time for submission of tender, and must enclose Money receipt in original / self-certified copy in the "EMD Cover" otherwise the tender will be rejected.</p> <p>COURIER SERVICE AND HANDDELIVERY OF <u>Tender Documents Cover</u>(in physical form) ARE NOT ALLOWED. THE TELEGRAPHIC ORSHORTOFFERS RECEIVED WILL NOT BE ACCEPTED AND THE OFFERS WILL BE REJECTED OUTRIGHTLY.MGVCL WILL NOT BE RESPONSIBLE FOR THE TRANSIT LOSS OR MISPLACEMENT OF THE Tender Cover Documents.</p>
<p align="center"><b>2</b></p>	<p>Tender fee Demand Draft / self attested Money receipt must be kept in the cover of EMD; otherwise Contractor's offer is liable to be rejected and technical bid will not be opened.</p> <p><b>EARNEST MONEY DEPOSIT: (E.M.D.)</b></p> <p>Bidder / contractor have to pay E.M.D. at a rate of 1 % of the total cost of the quantum of the works offered. The E.M.D. is payable either in Cash (up to Rs 10,000 only) or by Demand Draft or Banker'sCheque in favor of the Madhya Gujarat Vij Company Ltd. on any Scheduled / Nationalized Banks payable at Vadodara. It can also be furnished by way of an irrecoverable Bank Guarantee from designated banks in a standard format prescribed by MGVCL (Format attached with this tender document).</p> <p>If paid by cash (for the EMD to be paid up to Rs. 10,000 only), the bidder must enclose Money receipt in original / self-certified copy in the "EMD Cover". The copy of money receipt of cash payment (whenever applicable) must be kept in EMD Cover;</p>

otherwise the bid will be rejected. Cheques are not acceptable. No Interest will be allowed / paid against payment of E.M.D.

All the Bidders shall be required to pay EMD, except those who are exempted as per Industries & Mines Department, GoG New Purchase Policy Resolution No.: SPO/1095/2636(97)/CH dated 23.09.1997 for Small and Micro Scale Industries.

In cases, where EMD need not to be paid, valid exemption Certificates duly notarized has to be produced / attached in EMD Cover in physical form as per the Tender Terms and Conditions.

The exemption in payment of E.M.D. shall be given to the Small, Cottage & Tiny industrial units registered under small scale industries of Govt. of Gujarat (District Industries Collector) and also holding subsequent registration with NSIC/CSPO/DGS&D registration certificates for the item under tender subject to furnishing of the authenticated notary certificate copy of the above certificates for the works / item under tender subject to furnishing of the authenticated notary certificate copy of the above certificate.

No relaxation shall be given to the bidders having valid SSI/NSIC certificate of

Outside Gujarat State. No relaxation shall be given to the bidders having only one registration from Government of Gujarat but no subsequent registration with NSIC

registration certificates for the item under tender.

If, Small, Cottage & Tiny industrial units are registered under small scale industries of Govt. of Gujarat and also holding subsequent registration with NSIC/CSPO/DGS&D registration certificates submit SSI and NSIC/CSPO/DGS&D registration certificates for the item / works / services under tender subject against EMD, then they should be authenticated from notary. NSIC/CSPO/DGS&D certificate more than 03 years old will not be considered and the validity of the same

should cover at least the validity period of the tender and thereafter it has to be renewed and submitted immediately.

All the “SSI” and “NSIC/CSPO/DGS&D” registration certificates Documents furnished along with the tender submitted by the bidders having **Small, Cottage & Tiny industrial units registered under small scale industries of Govt. of Gujarat** should have clear validity as per the tender and should invariably be renewed as per the norms of “SSI” and “NSIC/CSPO/DGS&D” registration certificates Otherwise they shall have to pay E.M.D. and no exemption will be granted.

Tenders submitted without Earnest Money Deposit by the contractor/firms, who are not eligible for any exemption, will be rejected without entering in to further correspondence in this regard and no reference will also be made.

**The SSI & NSIC certificate should indicate the name of works / services of tender.**

**Provisional Registration Certificates are NOT allowed.**

EMD will be released only on payment of security deposit in respect of successful bidder whereas the same will be refunded to others on finalization of the tender / placement of order to successful bidder.

Wherever in the tender, the rate for security deposit and performance guarantee is stipulated as 10% & 5%, **the same shall be relaxed to 6% & 3% respectively for**

	<p><b>Small MGCL/SE Tech Works/</b> MGCL/SE Tech Works units registered with Govt. of Gujarat (DIC) and also holding Subsequent registration with NSIC/CSPO/DGS&amp;D registration certificates for the Work/services and complying the conditions as above.</p> <p>E.M.D. of the unsuccessful tenderer"swillbe returned within 60 days of placing of the <b>LOA (Letter of Acceptance)</b> on the successful Tenderer, subjectto the Tenderer returning the original receipt of the EMD together with the advance stamped receipt, to tender inviting authority of MGVCL. E.M.D. will be returned to the successful bidders, only on their submission of performance guarantee towards execution period (i.e. security deposit) and execution of agreement against LOA released on them.</p> <p><b>"NO STAGewise BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE."</b> <b>CORPORATE GUARANTEES ARE NOT ALLOWED.</b></p>		
3	<p><b>TENDER SPECIFICATIONS:</b></p> <p>Specification framed out by MGVCL shall be separately brought out in the tender documents. No deviation in specification shall be allowed and MGVCL decision shall be final. The technical scrutiny committee of MGVCL shall evaluate the technocommercial view of the tender. MGVCL reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their works carried out.</p> <p><b>Tender should be in two bids.</b></p> <p><b>a) Preliminary Bid-Technical bid and            b) Price Bid.</b></p> <p>Incomplete bids and amendments and additions to bids after opening of the bids will be ignored out rightly.</p> <p>The price bid of those who are techno-commercially qualified shall be opened. After technical bid is opened, for modification, if any, all shall be given equal chance.</p>		
4	<p><b>PRICE EVALUATION:</b></p> <p>No price preference shall be given on any account. All tenders will be evaluated with loading GST, unless otherwise mentioned in the tender documents. If more than one party is to be considered for placement of order, they will have to match their price with L-1 price, (new or regular as the case may be) which is technically acceptable. MGVCL may go to the price L-2 depending upon the exigency. If MGVCL feels that there is lack of serious competition or any other reasons, MGVCL may negotiate with the L-1 party. MGVCL" decision shall be final and binding on all the parties.</p>		
5	<table border="1"> <tr> <td data-bbox="261 1570 612 1693"><b>(i.e. SECURITY DEPOSIT):</b></td><td data-bbox="612 1570 1481 1693"><b>PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION OF CONTRACT PERIOD:</b></td></tr> </table>	<b>(i.e. SECURITY DEPOSIT):</b>	<b>PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION OF CONTRACT PERIOD:</b>
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<p><b>THE SECURITY DEPOSIT WITHIN 15</b></p>	<p><b>AMOUNT SHOULD BE PAID BY THE SUCESSFUL BIDDER DAYS FROM THE DATE OF RECEIPT OF LETTER OF ACCEPANCE.</b></p>
<p>value of the LOA after the receipt of the will be bindin Paid submission of PBG (Performance</p>	<p>The successful bidder will be required to pay an amount equivalent to <u>5%</u> of the as a Security Deposit for satisfactory performance of the execution of Contract. If the full Security Deposit amount is not paid within 15 (Fifteen) days LOA (Letter of Acceptance), then the LOA will be out rightly cancelled at the risk &amp; cost of the Bidder (at the discretion of MGVCL) and EMD amount paid will be forfeit ed without entering into any correspondences and this g on the Bidder and MGVCL will take necessary action against bidders. <b>Such Security Deposit will be payable either by/ D.D. / Bank Guarantees.</b> Security Deposit will be returned on successful execution of contract&amp; after Bank Guarantee).</p>
<p>The successful tenderer Industries of Government of Gujarat 5% (Five) of the value of the order for successful execution of the contract.</p>	<p><b>except</b> the Gujarat bidders having Small, Cottage and tiny Industrial units of Gujarat State having the registration number under Small Scale will be required to pay an amount equivalent to as a Performance Guarantee (Security Deposit)</p>
<p>Such Performance execution will be payable Guarantees only. Bank</p>	<p>Guarantee (Security Deposit) for satisfactory/successful either in Cash (up to Rs 10000/-) / D.D. / Bank Guarantees from Scheduled / Nationalized Banks will be acceptable if the amount of security deposit payable exceed Rs.5, 000/-. The Bank Guarantees will be executed on the standard form prescribed by MGVCL.</p>
<p><b>ONLY FOR GUJARAT BIDDER/S:</b></p> <p>The Small, Cottage and tiny Industrial units of Gujarat State having the registration number under Small Scale Industries of Government of Gujarat have to submit the security deposit of (i.e. performance Guarantee towards execution) 3% of total value of order <u>instead of 5 %</u> of order value.</p> <p>The above relaxation in payment of performance Guarantee towards execution period ( Security Deposit) shall be given to the small, cottage &amp; Tiny industrial Units registered under small scale industries of Govt. of Gujarat and holding subsequent registratio n with CSPO/NSIC/DGS&amp;D registration certificates for the item under tender. It is mandatory for the bidders of Gujarat state to submit the notarized copy of valid SSI certificate or applicable valid acknowledgement of memorandum filed by Small, cottage and tiny industrial units with the District Industrial Centre (DIC) of Gujarat State <b>and</b> notarized copy of subsequent registration certificate of CSPO/NSIC/DGS&amp;D otherwise bidder have to pay the security</p>	

deposit 5% of order value. No relaxation shall be given to the bidders having only one registration numbers from Government of Gujarat but no subsequent

registration with CSPO/NSIC/DGS&D registration certificates for the item under tender.

No exemption as well as relaxation shall be given to outside Gujarat based parties.

In case of the Bank Guarantees furnished / submitted, they should have clear one time validity till the completion of the order in all respects. Bank Guarantee for Interim period will not be allowed. If by any reasons the contract period is extended then contractor should undertake to renew the Bank Guarantee at least one month before the expiry of the validity (i.e without vacuum period and without waiting for MGVCL" s intimation seeking extension) failing which MGVCL will be at liberty to encash the same.

CORPORATE GUARANTEES AND STAGewise BANK GUARANTEES ARE NOT ALLOWED. The Performance Bank Guarantee covering execution of contract will be returned only on successful execution of contract and on receipt of the Bank Guarantee towards warranty/guarantee.

The successful bidder shall have to furnish PG (i.e. Performance Guarantee) against warranty / Guarantee (as per condition **no.6** of this tender commercial terms & condition) of the contract value separately as applicable as per this tender condition.

**NOTE:**

GUVNL and their any subsidiary company viz. MGVCL / DGVCL / PGVCL / UGVCL / GETCO / GSECL has discontinued the registration of contractor as class A, B, & C a nd as such it will not be applicable for the current tender under issue.

“If the full Performance Guarantee towards Execution Period (Security Deposit) amount is not paid within 15(Fifteen) days after the receipt of the LOA, then the LOA will be out rig htly cancelled at the risk & cost of the Tenderer (at the discretion of MGVCL) without entering into any correspondences and this will be binding on the Tenderer and no final Work Order will be placed and if placed, it will also be out rightly cancelled an d EMD shall be forfeited.

**6** **PERFORMANCE GUARANTEE:** The security deposit will be converted into performance Guarantee on completion of execution of order of 12 Months. However performance Guarantee/Warranty of the work shall be for 12 months on completion/execution of last date of work completed & accordi ngly the performance Guarantee will be valid up to 12 Months on completion of work.

**7**  
**7A** **Quantity Distribution:**  
**Reservation for Gujarat based Parties:**  
50 % quantity of work / 50% of tender amount shall be reserved for Gujarat based parties who are techno-commercially qualified and who match the L-1 end cost with GST and Cess of New / Regular contractor (if they themselves are not L-1). **The firm**  
shall be considered as „**Gujarat base**“ on submission of his license of Govt. o f **Gujarat on their own name**



	<p>The benefit of Gujarat based reservation is applicable where the quoted Unit End Cost with GST and Cess as applicable of Gujarat based bidder is not higher than 15%.</p> <p>Cost with GST and Cess as applicable of L-1 New / the case may be. If difference is higher than 15%, then reservation benefit of Gujarat based parties may not be applied.</p>
7B	<p><b>QUANTITY DISTRIBUTION For Erection &amp; Maintenance work of HT/LT/TC :</b></p> <p>The Contractors whether New or experienced Regular who have nonexperienced / confirmed e criteria / will only be considered for evaluation. MGVC will not consider as cons who e does not the price bid of any contrac confirm / mentioned in Bidders fulfill the eligibility criteria. qu</p> <p><b>[a]</b> While placing the order, the quantity distribution to each firms shall be restricted up to 10 is higher subject to ceiling of 30% of tender amount for all s provided the price of New contractor is lower than regular r / experienced contractor alifying criteria as</p> <p><b>[b]</b> The new contractor will be asked to match the L only and the Regular contractor has Regular/experienced contractor only.</p> <p>But if there are no Regular contractor OR if the rate of Regular high, the above condition no. (a) shall be suitably relaxed by MGVC not place order on more than 50% of the total parties who are bidd L-1 regular contractor however will get heavy weight age in order</p>

	<p>t</p> <p>The contractor, who have not h submitted any documents in support e OR are not meeting prequalification criteria of experience as ment 3, shall be considered as New contractor. No contractor correspondence in th entertained after</p> <p>opening of bid. MGVCL</p> <p>is very CL.</p> <p>would ing for the order.</p> <p>of his experience</p> <p>ioned in point no. is regard shall be</p>
7C	<p><b>QUANTITY DISTRIBUTION For laying of Under Ground Cable work:</b> only be</p> <p>The Contractors who have confirmed /fulfilled pre eligibility price bid of any criteria will</p> <p>considered for price evaluation. MGVCL will not consider the contractor who does not confirm / fulfill the eligibility criteria.</p> <p>new contractors to</p> <p>[a] W hile placing the order, the quantity/work distribution among 10%of the / new firms i.e. telecom license holder who have experie nce of underground work of lying of telecommunication cable) shallrestricted up</p>

	<p><b>tender amount or minimum Rs 1.0 Lac whichever is higher subject to ceiling of 30% of tender amount for all such bidders.</b> New contractor / new firm i.e. telecom license holder who has experience of underground work of laying of telecommunication cable only will be considered as a <b>regular</b> contractor only after full filing experience criteria as mentioned in Bidders qualifying criteria as per point no. 3.</p> <p><b>[b]</b> The new contractor / new firms will be asked to match the L-1 prices of the new contractor only and the regular contractor has to match the L-1 price of the regular contractor only.</p> <p>But if there are no Regular contractor OR if the rate of Regular contractor is very high, the above condition no. (a) shall be suitably relaxed by MGVCL. MGVCL would not place order on more than 50% of the total parties who are bidding for the order. L-1 regular contractor however will get heavy weight age in order placement.</p> <p>The contractor, who have not submitted any documents in support of his experience OR are not meeting criteria of experience, as mentioned in above point, will be rejected outrightly. Laying of HT/LT underground cable, being a technically critical work, non experienced / new contractor shall not be considered technically qualified. No correspondence in this regard shall be entertained after opening of bid.</p>
8	<p><b>PRICES:</b></p> <p>The price should be inclusive of all applicable taxes / <b>cess</b> excluding prevailing GST. rates are asked for only on percentage basis against estimated amount item wise rates stated in the Schedule "B". The tender offer must specify and h in of percentage either above or below to the estimate amount.</p> <p>And it should be clearly specified both in figure and words. GST should be mentioned</p> <p><b>NOTE</b> % separately. The rates so accepted will be applicable during the operative period : and quoted / ordered price shall remain firm during entire execution of act</p> <p>The bidders, whose prices are found almost equal, the quantity distribution limiting to few of such bidders will be decided at the sole discretion of MGVCL.</p>
9	<p>The quantities mentioned in the tender schedule are only approximate. Actual quantities may increase or decrease according to the site condition. The Company reserve the right of revising or deleting any of the quantities to be erected during the execution of the contract and the final quantities actually erected by the contractor will be calculated and paid at the rate in contract schedule.</p>

10	<p><b>VALIDITY OF THE OFFERS:</b></p> <p>The offers will have to be kept valid for a period of <b>120 days from the date of opening of technical bids</b>. In case of finalization of the tender is likely to be delayed, the tenderer will be asked to extend the same without change in the prices or any terms and conditions of the offer. If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.</p>
11	<p><b>Goods &amp; Services Tax (GST):</b></p> <p>MGVCL GST Registration No. is <b>24AADCM7439H1ZE</b></p> <p>The firm prices are exclusive of Goods &amp; Service Tax as applicable. The amount and rate (%) of GST as applicable should clearly be indicated separately. (GST means all</p>
	<p>applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).</p> <p>Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Contractor. However, any refund received by the contractor on account of GST charged from the Company; such refund shall have to be passed on to the Company, along with interest if any. Such refund along with interest needs to be passed on suo motu by the contractor.</p> <p>Further, the Company has a right to recover the amount Of GST along with penal interest at the rate of 15% per annum or interest/fees and penalty charged under GST Law, whichever is higher if GST charged is not paid / short paid to the government or failed to upload the details or uploads inaccurate particulars on GSTIN portal by the Contractor within the stipulated time limit.</p>
12	<p><b>STATUTORY VARIATION:</b></p> <p>Any statutory increase or decrease in GST as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to the offer if it takes place within the original contractual completion date will be to COMPANY'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 COMPANY.</p>
13	<p><b>PAYMENT TERMS:</b></p> <p>Payment of works shall be made in 30 Days after scrutinizing of Bill at division level if found in order.</p>

14	<p><b>REPEAT/ADDITIONAL ORDERS:</b></p> <p>MGVCL reserves the right to place repeat orders / additional orders on the successful tenderer up to <b>25% of the original order value</b> of the Work order at the same prices terms and conditions stipulated in the original contract during contractual period. In special circumstances MGVCL will reserve the right to place repeat order / additional order up to 100% of the original order value as mutually agreed upon.</p>
15A	<p><b>CONTRACT PERIOD:</b></p> <p>The contract will remain in force for the period of one year from commencement of the first work.</p> <p>The contractor is bound to complete the work within the specified period for each work given by the Engineer-in-charge.</p> <p>Priority of works would be decided by the Sub division Deputy Engineer (O&amp;M) and the contractor shall carry out the work within stipulated time for order issued by Deputy Engineer.</p>
15 B	<p><b>Minimum Manpower requirement :</b></p> <p>The contractor shall provide minimum 2 (two) gangs per ARC / work order (wherein each gang should comprise of <b>minimum 8</b> persons or number of persons as specified in sub work order by Engineer-in-charge of Sdn) till completion of ARC / work order. For non providing required persons as mentioned in suborder or providing less number of persons; following action shall be initiated against the contractor. <b>On the First instance:</b> notice shall be issued to contractor to provide required persons.</p> <p><b>On the Second instance:</b> Show cause notice shall be issued to contractor to comply within 15 days. If complied satisfactorily then allow with penalty of 10% of sub work</p>
	<p>order value.</p> <p><b>On the Third instance:</b> termination notice shall be issued and process for completion of work at risk &amp; cost of the contractor shall be initiated <b>by giving contract to next bidder of tender (if available) or by way of inviting new tender.</b></p>
16	<p><b>PENALTY FOR LATE COMPLETION OF WORK:</b></p> <p>The time limit allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence the work is given to the contractor. The work shall throughout the stipulated period of contract be proceeded with due diligence (time being essence of contract) and for delay. <u>The contractor shall pay penalty for an amount equal to 0.5% (half percent) per one week for the contract amount of work order subject to ceiling of 10% of order value</u></p> <p>plus applicable GST.</p> <p>The penalty will be invariably deducted from contractor's bill payable either from this contract or from any other contract with the Company or from EMD or Security deposit amount and no refund will be given unless the competent authorities approve the reduction with the reasons for delay attributable to MGVCL as well as to party will be brought out clearly while putting the proposal for waiver / reduction in penalty to competent authority.</p> <p><b>For Annual Rate Contract (ARC):</b></p>

17	<p>on the basis scheduled rate of</p> <p>Annual Rate contracts, the contractor will be given separate sub work order for each work the contract. The date of commencement and date of completion of work shall be stipulated in the sub work order, which the contractor has to agree otherwise the penalty will be charged for delay in completion of work <u>for an amount</u> equal to 0.5% (half percent) per one weeksubject to ceiling of 10% of Sub work order value</p> <p>plus applicable GST</p> <p style="text-align: center;"><b><u>“D.G.S &amp; D. FORCE MAJEURE CLAUSE”</u></b></p> <p>If, at any t ime during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God ( hereinafter referred to as event), then provided notice of the happening of any such event is given by either party to the other <u>within twentyone days</u> from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non-performance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the Managing Director as to whether the deliveries have been so resumed or not shall be final and conclusive.</p> <p>Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period <u>exceeding 60</u> days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the MGVCL shall be at liberty to take over from the contractor at a price to be fixed by the Managing Director of the company, which shall be final, all unused undamaged and acceptable materials bought out components, and sto res in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the MGVCL may be deem fit excepting such materials, bought out component and stores as the contractor may with concurrence of the MGVCL elect to retain”.</p>
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**COMPLETION CERTIFICATE:**

On completion of the work the Contractor shall be furnished with Completion Certificate by the Executive Engineer of such completion but no such certificate shall be given nor shall be the work considered to be complete until works are taken over and/or duly tested and put to operative as the case may be, nor until the work have been measured by the Engineer-In-Charge or where the measurement have been taken for his subordinate until they have received the approval of the Executive Engineer for the said measurement being binding and conclusive against the contractor.

18	<p><b>Extension In Contractual Completion Date:</b></p> <p>It will be contractor's responsibility to ensure the completion of work within the stipulated time limit. However, on account of reasons beyond ones control as laid down in the DGS &amp; D Force Major Conditions; MGVCL may consider extension of time limit with or without statutory variations.</p> <p>However, extension of time limit will be considered only after execution of the work order fully and upon submission of documentary evidence for the reasons of delay.</p> <p>Such extension will be subject to the following conditions shown hereunder.</p> <p>(a) That no increase in price on account of any statutory increase in or fresh imposition of any type of tax on or after the contractual work completion date of the W. O. referred to above shall be admissible after the original contractual work completion date and</p> <p>(b) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual work completion date of this said W. O. shall be admissible after the original contractual work completion date.</p> <p>( C) But nevertheless, MGVCL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of any type of tax or on any other ground as stipulated in the W.O., which takes place or on after the contractual work completion date of the said W.O.</p> <p>If the contractor desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer and the Executive Engineer may, if in his opinion there are reasonable grounds for granting extension, recommend such extension as he may think necessary or proper. The decision of the competent authority in this regard shall be final and binding to the contractor. Any delay attributed to Company shall be compensated only by way of extending the limit.</p> <p>The work shall be completed within the period stipulated in the contract. However it may be noted that drawings shall be released progressively &amp; site clearance arranged accordingly to the progress of work at site. Therefore the contractor has to organize &amp; coordinate the works to suit these. In the event of any delay due to the above or due to any other reason not attributable to the contractor, reasonable extension in the completing the work may be given at</p> <p>the discretion &amp; as decided by the Company but no compensation or idle charges will be paid to the contractor on this account under any circumstances.</p>
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19	<p><b>POST TENDER CORRESPONDENCE / ENQUIRIES:</b></p> <p>Any correspondence or enquiry subsequent to opening of Technical and Commercial bids is not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The Tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of MGVCL, as otherwise the same would also amount to disqualification of the tender.</p>
20	<p><b>TEST CERTIFICATES:</b></p> <p>Test Certificate for the materials as per relevant BSS / ISS shall be submitted in triplicate (if applicable) for our approval prior to use and should be utilized only after the test certificates are approved. Contractor will be responsible for any expenditure that consignee MGVCL might incur if the material stand rejected on this account. Further, MGVCL will not be responsible for any delay in payment on this account.</p>
21	<p>MGVCL shall have the right to make any changes, additions / deletions or modifications in any terms / conditions of the tender and / or specifications as may be deemed necessary by MGVCL at its sole discretion at any time before the due date of opening of the tender.</p>
22	<p>Tenderer should furnish a copy of work orders for similar items executed by them</p>
23	<p>The work should be carried out strictly confirming to tender specifications given in the tender. If the tenderer's desires to quote with any technical deviations they should specifically quote the deviation &amp; the ISS or BIS Nos. in the body of the tender itself separately.</p> <p>If technical deviations furnished by the Tenderer are not agreeable to MGVCL, the offers may be ignored. However it will be solely at MGVCL discretion to consider the technical deviations OR not for considering the Tenderer. No correspondences of the Tenderer after opening of the bid will be entertained in this matter.</p>
24 A	<p><b>BILLS:</b></p> <p>Normally after issue of material to the Contractor, the work is to be completed <b><u>within 15</u></b> from the date of last material issue for sub work order, depending upon the quantum of work</p>

and clearance of way leave issues. Once the work is completed for 2/3<sup>rd</sup> amount of ARC, the Contractor has to intimate in writing to the Sub division about work completion.

Once the intimation is received from the Contractor, SDO shall inform the Contractor three tentative dates for taking joint inventory of the work, clearly indicating that if he does not come for Joint Inventory recording on any of the three dates, the inventory shall be taken ex-party, which shall be binding upon him. The inventory of the completed work is to be taken within 15 days from the date of intimation by the Contractor.

During the Joint Inventory recording in presence of Contractor, if any discrepancies are observed regarding the quality of work, then same may be communicated to the Contractor immediately by making a joint site inspection report on the spot, which is to be signed by both the parties, i.e. MGVCL as well as Contractor.

The Contractor is to be asked for rectification of such discrepancies within a reasonable time depending upon the type and nature of the rectification work. However in any case such rectification is to be completed within 15 Days from the date of joint Inventory.

Once the Rectification work is completed by the Contractor, again it is to be jointly verified and joint Inventory sheet be corrected accordingly.

As per provisions of Work Order, if any Contractor prefers to submit Running Account (RA) Bill, the same is to be prepared and submitted by the Contractor. After receipt of the RA bill against Sub WO, the SDO shall verify the same and ensured that whatever the work is claimed by the Contractor, is actually executed without any defects. After ensuring this and also after taking inventory of such partial work, whatever the work is executed, shall be recorded in Measurement Book (MB) by authorized officer as per Delegation of Power (DoP) and requisite percentage cross check of the work execution shall also be done by the Competent Authority as per DoP.

When the work is fully executed as per Sub Work order and Joint Inventory is also taken, it is the responsibility of Contractor to prepare and submit the Final bill within 10 days from the date of work completion / rectification of work if any. Along with Final Bill, the Contractor shall also submit the Joint Inventory Sheet, Material Reconciliation statement for materials issued/used/balance material along with supporting required documents.

On receipt of Final Bill from the Contractor, the concern DE/JE at sub division shall check the bill for any discrepancies and also verify the material Reconciliation statement submitted by the Contractor for particular Sub Work order. If there are any excess/shortfall materials, the adjustment MR/CR shall be prepared. If the quantum of excess material is more than 20% of material issued, then Contractor shall be asked to credit the material to the Sub division/Division store and credit note/CR shall be prepared and be attached along

	<p>with final bill.</p> <p>Within <b>15 days</b> from the date of submission of RA Bill / Final Bill by the Contractor, the SDO shall record the work in MB and submit the bill to the Division for approval and bill passing.</p> <p><b>While releasing the adhoc advance payment against the RA Bill, it must be ensured by the Division that there should not be any Final bill pending to be submitted by the same Contractor against any Work order/Sub Work order, where such adhoc advance is already given. If there are pending final bills of any Contractor, then advance amount shall not be paid.</b></p>
24 B	<p><b>Audit Inspection</b></p> <p><b>MGVCL reserves its right to carry out random and surprise inspection at any time of the ongoing work / completed work for ensuring its quality and compliance with the REC standards OR CEA construction standards OR any Indian Standard OR Technical specifications of MGVCL. If during such audit inspection, any violation of Standards OR Safety regulation is observed, which may be unsafe for the general public or for the employee of Distribution licensee, MGVCL shall intimate the Contractor immediately by any written communication medium (either through mail / sms / whatsapp / letter) and on such intimation, the contractor shall rectify such defects, within such period, (as may be specified by the MGVCL, depending upon the quantum of such defects) and shall submit the written report along with site photographs indicating such rectification to the Engineer InCharge. Nevertheless, following actions shall be taken against the Contractor on detection of substandard work.</b></p> <p><b>1. On <u>first instance</u>, a stringent penalty of 3% of total value of Subwork order shall be imposed. In addition to the above, if the contractor fails to rectify the substandard work despite being served the legal notice under clause</b></p>

	<p>24 B, MGVCL shall get the work rectified through the other contractor and shall recover the total expense incurred for such rectification including labour and any other amount paid to the other contractor as the case may be which it has to incur for such rectification.</p> <p>2. On detection of <b><u>second instance</u></b> of Substandard work in the same work order OR in different work order(s) under jurisdiction of MGVCL, <b>the defective/substandard orders shall be terminated</b> by following procedure as mentioned in tender terms and conditions in addition to the actions as mentioned above in <b>Clause 24 B (1)</b>.</p> <p>3. On detection of <b><u>third instance</u></b> of Substandard work in jurisdiction of entire MGVCL by same contractor during the last three years, the Contractor shall be stopdealed after following due procedure and after giving opportunity to represent as per principles of natural justice.</p> <p><b>Definition of Substandard work</b></p> <p>The work executed by the Contractor, which is not in compliance to the REC Construction standards or CEA Construction Standards or any Indian standards (IS) OR violates the provisions of GERC Distribution Code or Grid Code or CEA Safety regulations or <b>in contradiction to any tender condition</b> as amended time to time, shall be considered as <b>Substandard work</b></p>
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25	<p><b><u>SUPPLY OF MATERIALS TO CONTRACTOR</u></b></p> <p>If the specification of the estimated work provides for use of any special description of material to be supplied from the Company's Stores or if it is required that the contractor shall use certain stores to be provided by the Engineer-in-charge (such material and stores and the prices to be charged thereof as here in after mentioned being so far as practicable for the convenience of contractor but not so as in any way to control, the meaning or effect of the contract specified in the schedule or memorandum here to annexed the contractor shall be supplied with such materials and stores as may be required from time to time be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum due to thereafter to become due to the contractor, under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the deposit is held in Government Securities the same or a sufficient portion thereof, shall be sold for the purpose. All materials supplied to the contract shall remain the absolute property of Company and shall on no account be removed from the site of the work and shall at all time be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at time of completion or determination of the contract shall be returned to the Company's store if the Engineer-incharge so requires by notice in writing given under his hands but the contractor shall not be entitled to return any such materials except with consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto. The contractor shall be responsible for the loss, destruction or deterioration of the materials, stores or articles supplied to him by the Company even if such loss, destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the materials, stores or articles so supplied were his property.</p>
	<p>Further, Once the Material is issued to the Contractor, it will be sole responsibility of Contractor to keep it in safe custody. Even after installing / providing material on the line/Transformer, if it is stolen from the site/line then it shall be sole responsibility of Contractor to make up the losses on account of such theft of material, provided such network / line, which is erected by the Contractor is not handed over to MGVCL or charged by the MGVCL.</p>
26	<p><b><u>WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWINGS,ORDERS ETC.:</u></b></p> <p>The contractor shall execute in whole and every part of work in the most substantial and workmanlike manner and both as regarding materials and in every other respect in strict accordance with the specification. The Contractor also shall confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer- in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of Inspection at such office, or in the site of the work, during office hours and the contractor shall, also if he so requires, be entitled at his own expenses to make or cause to be made copies of the specification, and of all such designs, drawings and instructions as aforesaid.</p>
27	<p><b><u>ALTERATION IN SPECIFICATIONS AND DESIGNS NOT TO INVALIDATE CONTRACTS:</u></b></p>

	<p>The Executive Engineer shall have powers to make any alteration, or addition to the original specification designs, and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions in this connection which may be given to him in writing, signed by the Engineer-in-charge and such alterations shall not invalidate the contract. Any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respect on which he agreed to do the main works, and at the same rates as are specified in the tender for the main work.</p> <p>Where, however, the works is to be executed according to the designs, drawing and specifications recommended by the contractor and accepted by the competent authority, the alteration above referred to shall be within the scope of such designs, drawings, and specifications appended to the tender.</p>
<b>28</b>	<p><b>RATES FOR WORKS NOT ENTERED IN ESTIMATE OR SCHEDULE OF RATE OF THE CONTRACT:</b></p> <p>If the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out the rates entered in the Schedule of Rates of the Division or at the rate mutually agreed upon between the Executive Engineer and the contractor, whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division is ordered to be carried out before the rates agreed upon then the contractor within seven days of date of receipt by him of the order to carry out the work inform the Executive Engineer for the rate which in his intention to charge for such class of work and if the Executive Engineer does not agree to this rate he shall be noticed in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the rates shall have been determined as lastly here in before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Executive Engineer. In the event of dispute, the decision of the Executive Engineer of the Division will be final.</p>
<b>29</b>	<p><b>TIME LIMIT FOR COMPENSATION CLAIMS</b></p> <p>Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from Company on any account unless the contractor has claimed in writing to the Chief Engineer within one month of the cause thereof.</p>
<b>30</b>	<p><b>CONTRACT AGREEMENT:</b></p> <p>Successful bidder shall have to execute the contract agreement within 10 days of submission of security deposit on non judicial stamp paper of Rs . 100.00 &amp; the cost of the same will be borne by the bidder.</p>
<b>31</b>	<p><b>TAX:</b></p> <p>The prices should be inclusive of all applicable taxes excluding prevailing GST payable extra.</p>

32	<p><b>INSURANCE:</b></p> <p>It will be the responsibility of bidder / contractor to cover sufficient amount of insurance of their personnel involved in the erection work of tender item/s during execution of works. MGVCL shall in no way be responsible for any injury, damages, accident etc. to their personnel execution / erection work, supervision etc. under the contract.</p>
33	<p><b>FAILURE TO EXECUTE THE CONTRACT:</b></p> <p>On failure to execute the order placed on successful bidder, under the terms &amp; conditions set forth therein, to the satisfaction of MGVCL, the contractor will be liable to make good the loss sustained by MGVCL. Under such circumstances, MGVCL shall cancel the order and forfeit the SD. MGVCL may also go for fresh order on other party at the risk &amp; cost of successful tendered or may carry out departmentally, debiting the cost to the successful bidder / contractor.</p>
34	<p><b>TERMINATION OF CONTRACT:</b></p> <p>The MGVCL, upon written notice of default to the contractor, shall terminate in the circumstances detailed as under:</p> <ol style="list-style-type: none"> <li>1. If, in the opinion of the MGVCL, the contractor fails to complete the work specified in the scope of works given in Schedule B within the time specified for the same in the contract or within the period for extension has been granted by MGVCL to the contractor.</li> <li>2. If, in the opinion of the MGVCL, the contractor fails to comply with any of the other provision of the contract the MGVCL shall also be empowered to cancel the contract, if any deficiency in erection work and or bad performance is noticed the work specified in the scope of works given in Schedule B within the time specified for the same in the contract or within the period for extension has been granted by MGVCL to the contractor.</li> </ol>
35	<p>The MGVCL shall have the rights to make any changes /addition / deletions or modification in any terms / conditions of the tender and / or specifications as may be deemed necessary by MGVCL at its sole discretion at any time before the due date of opening of the tender. The quantities mentioned in the accompanying Schedule are only approximate. Actual quantities may increase or decrease according to the requirements. The Company reserves the right of revising or deleting any of the quantities to be executed against the contract and final quantities actually executed by the contractor will be calculated and paid at the rate given in contract schedule of rates.</p>
36	<p>The erection work shall be carried out strictly as mentioned in Schedule-B and as per standard specification relevant IS &amp; approved by MGVCL authority &amp; Concern authority i.e. PWD, NHAI, Western-Railway, BSNL, Local Gram Nagar Panchayat/Nagarpalika Municipality, etc.</p>
37	<p>MGVCL reserves the right to cancel any or all the offer / bids or to accept any offer without assigning any reasons. MGVCL reserves the right to place the order by splitting the tender items / quantity by awarding to more than one contractor.</p>

38	<p><b>JURISDICTION:</b> All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated.</p> <p>MGVCL as well as supplier / contractor will be bound by rules and regulation of Indian Contract act.</p>
39	<p>Income Tax (TDS) whenever applicable will be deducted / recovered as per Govt. rules and regulation.</p>
40	<p>Contractors must have valid solvency certificate as per Company" s rules. Bank Solvency, Registration of line / cable laying work &amp; Experience certificate to be attached as per requirement of tender.</p>
41	<p>Bidder shall mention Registered GST No., E.P.F. &amp; I.T. Dept PanCard etc. in his offer and submit the photocopy of certificate of each; otherwise Tender shall not be considered for evaluation.</p>
42	<p>No tools will be supplied by the department. The work if found inferior and not up to standard of the Company" s is liable to be rejected at the risk and cost of the contractor. Any expenditure incurred for rectification work carried out departmentally or b y employing hangami labor will be recovered from his R.A bills, if the contractor fails to rectify the inferior work done by him in spite of the instructions to rectify the same. So long as the line is not handed over to the company, the responsibility of its safe custody and of all fixture and materials etc. lying with that of the contractor.</p>
43	<p><b>PERIOD OF CONTRACT:</b> The contract will be remained in force for period of 12 Month. The contractor shall call / indent the required material from S/dn / Dn Store in advance &amp; on completion of the work, prepare and render the final detailed material account of the received by him from the SDn./Dns store within one month from the date of completion of work. If however, the contractor does not render the material account, notice will be issued to the contractor to render the material account within 10 days from the date of notice, failing which the material account, will be finalized and recoveries will be made as per the MGVCL"s procedure which shall have to be accepted by the contractor and dispute if any raised shall not be entertained.</p>

44	<p><b><u>GUARANTEE:</u></b></p> <p><b>A. <u>For Overhead Network:</u></b></p> <p>Within 12 Calendar months from the date of handing over of electrical network (<u>Certificate to be submitted by Contractor duly signed by contractor &amp; Engineer-incharge after completion of work</u>) , if the works are found defective in poor workmanship /poor quality of material supplied by contractor, the same shall be rectified by the contractor free of cost or otherwise performance guarantee deposit will be encashed / forfeited. This does not prohibit MGVCL or its staff to verify &amp; take action as per existing rules &amp; provisions beyond 1 year where there is deviation in work reported and actual done.</p> <p><b>B. <u>For UG Cable work:</u></b></p> <p>Within 12 Calendar months from the date of handing over of electrical network (<u>Certificate to be submitted by Contractor duly signed by contractor &amp; Engineer-incharge after completion of work</u>) , if the works are found defective in poor workmanship /poor quality of material supplied by contractor, the same shall be rectified by the contractor free of cost.</p> <p>If any joints / cable box / material supplied by</p>
	<p>the contractor, fails/damages within guarantee period of 12 months due to any reason not attributable to MGVCL, the same will have to be replaced free of cost by the contractor or otherwise performance guarantee deposit will be encashed / forfeited. This does not prohibit MGVCL or its staff to verify &amp; take action as per existing rules &amp; provisions beyond 1 year where there is deviation in work reported and actual done.</p>
45	<p><b><u>INDEMNITY BOND:</u></b></p> <p>The contractor will have to executed an indemnity bond on stamp paper of Rs.100/- at his cost before commencement of work stating the matter conversing that for any accident to the contractor's staff/equipment or any person, either fatal or non fatal, due to non observing of safety measures, MGVCL, shall not be responsible.</p>
46	<p><b><u>CONTRACTOR LIABILITY:</u></b></p> <p>For any accident either fatal or non-fatal to the workers / any third party due to non observances of the safety measures as per rules or due to lack of proper care by the contractor's labor, MGVCL shall not be responsible.</p>
47	<p><b><u>CONTRACTOR LIABLE FOR ALL DAMAGES</u></b></p>

	<p>Compensation for all damage done intentionally or unintentionally by contractor“slabourer, whether in or beyond the limit of Company”s property, shall be estimated by the Executive Engineer, or such other office, as he may appoint and the estimate of the Executive Engineer, subject to the decision of the Chief Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation demand, failing which, the same will be recovered from the contractor as damages or deducted by the Engineer in charge from any sums that may be due to or become due from Company to the contractor under this contract or otherwise.</p> <p>The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any person for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall also pay any damage and costs that may be awarded by the court if in consequence.</p>
48	<p><b>ACTION WHERE NO SPECIFICATIONS:</b></p> <p>In the case of any class of work for which there is no such specifications as is mentioned in clause 1. such work shall be carried out in accordance with the divisional specifications and in there event of there being no divisional specifications, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-incharge / consultant of the Company etc.</p>
49	<p><b>Workmen’s Compensation Fund And Employers Liability Insurance: -</b></p> <p><b>The contractor shall cover all his employees under Workmen’s Compensation Fund and under the Liability Insurance.</b></p> <p>The contractor shall employ adequate number of experienced staff 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.</p> <p><b>Contractor to Indemnify the Company</b></p> <p>The contractor shall indemnify and keep indemnified the Company and every officer and employees of the Company and 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 in above clauses and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the Company by any workman/ employee</p>



of the contractor or any sub contractor and / or from any liability may arise to any workman / employees of the contractor or any sub contractor under any laws, rules or regulation having the force of law including but not limited to claims against the owner under workman's compensation Act, 1923. The employee's Provident Act 1952, and / or the contract Labour (Abolition and Regulation) Act 1979. The Company shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Company against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**Workmen's Compensation And Employer's Liability Insurance: -**

Insurance shall be affected for the entire contractor's for all the contractor's employees engaged in the performance of this contract. If any of the work is sublet to the subcontractor, the contractor shall require that he or his subcontractor to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees recovered under the contractor's insurance.

The Company reserves the right to terminate this rate contract at any time during its tendency without giving notice of termination or any reasons thereof. The Company will be entitled to deduct directly from the bills, to be paid to the Sub-contractor and Laborers any sum or sums payable by contractor and which sum/sums the Company is required to pay as a principal employer on account of contractor's default in respect of all liabilities referred to in above clauses.

Nothing in the contract document stated shall any wise constitute any workmen/ employees of the contractor or any sub-contractor as or to be workmen/employee of the power, or place obligation or liability in respect of any such workmen/ employee upon the Company.

NOTE: -The prevailing Act at the time of execution of work over and above act specified herein shall be binding to the contractor

50	<p><b>LIABILITY FOR DAMAGE TO WOKS &amp; MATERIALS:</b></p> <p>The contractor shall during, the progress of the work, properly protect the works &amp; the existing electrical infrastructure &amp; materials placed at his disposal or acquired for him by the Company, &amp; shall remain answerable &amp; liable for all accidents, damages. Loss etc. &amp; shall be made good in the most complete &amp; substantial manner by &amp; at t he sole cost of the contractor &amp; to the reasonable satisfaction of the Company" s Engineers. If the contractor fails to make good such losses, damages within the specified time given by the Company, the Company shall be at liberty to recover the amount towa rds such expenses fixed by the Company" s Engineers &amp; shall be recovered from the amount due under this contract to the contractor.</p> <p>If the Engineer considers that the work, asked for in the aforesaid Para, is not sufficiently &amp; satisfactorily protected by the contractor, on requests made for, the Company shall be entitled to arrange for such protection at his discretion &amp; recover the cost thereof from the contractor.</p> <p>Until the work shall be or deemed to be taken, over as aforesaid, the contractor shall also be liable for &amp; shall be deemed to have indemnified the Company in respect of all damage or injury to any person or any property of the Company or of others in villa ges nearby, occasioned by the negligence of the contractor or his workmen, or his subcontractor, or by defective /ill methods of working.</p>
51	<p><b>INDUSTRIAL LABOUR LAWS</b></p> <p>Wages to be paid and time of payment etc. by the Contractor:-</p> <p>The contractor shall pay minimum wages as prescribed by Labour Department Person below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 7.00 p.m. to 6.00 a.m.</p> <p>Identity cards as prescribed under the factories Act with photo affixed thereto, the same for identification of labour</p>
52	<p><b>No Claim For Compensation for Delay in staring work</b></p> <p>No compensation shall be allowed for any delay caused into starting of work on account of ROW (right of way) or any delay in according sanction to estimates.</p>
53	<p>MGVCL shall issue the required materials under the contract from any store of MGVCL and the contractor has to carry out all the transportation at their cost up to the site/s.</p>
54	<p>MGVCL reserves the right to cancel any or all the offer/bids or to accept any offer without assigning any reasons.</p>
55	<p>MGVCL reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons.</p> <p>Also in case MGVCL finds that there is an attempt of cartel in the prices, MGVCL reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.</p>
56	<p>MGVCL reserves the right to increase or decrease the quantu m of work against each item/s while placing the order.</p>

57	The tenderer should invariably write the Tender no., Due date of opening of tender, name and address of the Company / bidder, on sealed covers of EMD Cover Documents, otherwise the tender covers without these details will not be opened which may please be noted.
58	If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if MGVCL suffers any financial loss due to this, then MGVCL will be at liberty to adjust the amount from other orders of the same firm or by encasing the Bank Guarantee.
59	Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.23 of this tender document), then the Price Bids of such tenderer will not be opened and no further correspondences in the matter will be allowed.
60	<p><b>Conflict of Interest:</b></p> <p>A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:</p> <ul style="list-style-type: none"> <li>a) they have proprietor/ partner(s)/ Director(s) in common; or</li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>c) they have the same legal representative/ agent for purposes of this bid; or</li> <li>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or</li> </ul>

	<p>e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.</p> <p>f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/ foreign agent on behalf of only one principal.</li> </ol> <p>g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;</p> <p>h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</p> <p>i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.</p>
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### E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO.: MGVCL / \_\_\_\_\_  
(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

**WHEREAS** M/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 \_\_\_\_\_ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for \_\_\_\_\_ **Madhya 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 **Madhya Gujarat Vij company Ltd.** or any Officer authorized by it in this behalf any amount not exceeding Rs. \_\_\_\_\_ (amount of E.M.D.), (Rupees \_\_\_\_\_ (in words) to the said **Madhya 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 **Madhya 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

\_\_\_\_\_ (mention here the date of validity of Guarantee) 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 MGVCL. **“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. GUVNL or Subsidiaries). 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 \_\_\_\_\_ (**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 Signature of the Bank's  
Address of the Bank with Branch Code, Authorised Signatory with Telephone and  
Fax Nos.      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.100/FORM OF BANKER'S UNDERTAKING**  
**[For Performance Guarantee (PG) for supply periodas**  
**per Commercial Terms and Conditions of Tender]**

We, Bank of \_\_\_\_\_ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Madhya 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 **Madhya 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 \_\_\_\_\_ 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. GUVNL or Subsidiaries). 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_ (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.
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**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.100/-**

**FORM OF BANKER'S UNDERTAKING**

**[For Performance Guarantee (PG) for Warrantee Periodas  
per commercial terms and conditions of tender]**

We, Bank of \_\_\_\_\_ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the **Madhya 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 **Madhya Gujarat Vij company Ltd.** on behalf on

M/s. \_\_\_\_\_ who have entered into a contract for the supply/works specified below:

W. O. (A/T). No. \_\_\_\_\_ dated \_\_\_\_\_.

This agreement shall be valid and binding on this Bank upto and inclusive of \_\_\_\_\_ 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. GUVNL or Subsidiaries). 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_ (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.
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**NAME OF DESIGNATED BANKS:**

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
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**Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.**

