

GENERAL TERMS AND CONDITIONS

B-1 All registered suppliers / manufacturers / tenderer / vendors, who intend to supply from their newly established factory / unit, shall have to get registered themselves with GUVNL, by paying required fee (Non-refundable) for each separate unit. For such registration, Factory inspection shall be arranged by GUVNL. They shall be defined as new suppliers for the items to be supplied from their new locations. In case of shifting of factory premises, they shall have to pay required fee (Non-refundable) towards registration fees & factory inspection shall also be carried out. The suppliers in respect of tendered item/items should have valid vendor registration with GUVNL before the date of opening of technical bid, otherwise their bids will not be opened. In this deed of agreement/Offer, unless the context otherwise requires:-

DGVCL shall mean the E.E. (Waghai Division) or representative of Dakshin Gujarat Vij Co. Ltd., with Division Office, at APMC Market, Near Waghai Bus Stand, At & Post Waghai, District Dang - 394730, and shall include his successors and assignees.

The Bidder shall mean the Bidder/ Associate whose Offer shall be accepted by DGVCL and shall include such Bidders/Associate heirs, legal representatives, successors and assignees. Associate shall mean the business associate authorized and having valid agreement with Public Sector Enterprise having experience in field with office in the State of Gujarat. The offer shall be considered on behalf of the Public Sector Enterprise and authority letter for submitting the tender shall be furnished. If the Public Sector Enterprise directly participates in the tender, Associate's offer shall not be considered.

B-2 The Bidder shall be deemed to have carefully examined all the papers, drawings, etc. attached in the contract. If he has any doubt as to the meaning of any portion of any condition/ specification, etc. he shall before signing the contract submit the particulars thereof to DGVCL in order that such doubts are removed.

B-3 The work, shall be completed within the completion period as mentioned in the agreement, failing which penalty at the rate of 1% per week subject to maximum of 10% of agreement value shall be imposed. This excludes delay in the completion of the work due to unforeseen reasons beyond the control and without fault and negligence of the Bidder including (but not restricted to) act of God or public anomie action of Government in its sovereign capacity, floods, epidemics, strikes, lockouts, fires and accidents. In the event of any of the aforesaid contingencies DGVCL may be promptly kept informed by the Bidder by Fax/Telex/Telegram followed by confirmation in writing with documentary proof within fifteen days of commencement and cessation of Force Majeure circumstances. Under such circumstances reasonable extension of time shall be granted by DGVCL. Application for such extension must be made before the due date of completion of work as per agreement. In the event of termination of the agreement, DGVCL shall be at liberty to get the remaining part of the work done through any other agency/Bidder in the manner and on the terms it thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the Bidder, and the Bidder fails to make good the deficiency, DGVCL may recover it from the Bidder in any lawful manner.

B-4 The Bidder shall have to comply with all rules, regulations, laws and bylaws enforced by local and State Govt. and also the organization in whose premises the work has to be done.

B-5 The Bidder shall not, without the consent in writing of DGVCL, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.

B-6 If the Bidder neglects to execute the work with due diligence and expedition or refuses or neglect to comply with any reasonable orders within two days' notice given in writing to the Bidder and if he fails to comply with the notice, then in such a case DGVCL shall be at liberty to get the work or any part of it, executed through any other agency/Bidder in the manner and on the terms it thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the Bidder, and the Bidder fails to make good the deficiency, DGVCL may recover it from the Bidder in any lawful manner.

B-7 DGVCL shall have at all reasonable time access to the works being carried out by the Bidder under this contract. All the works shall be carried out by the Bidder to the satisfaction of DGVCL.

B-8 Any question, dispute or difference whatsoever arises between DGVCL and Bidder, in connection with this agreement except as to matters, the decision for which has been specifically provided, either party may forthwith give to the other notice in writing of existence of such questions, dispute, difference and the same

shall be referred to the sole arbitration of a person nominated by Managing Director, DGVCL. This reference shall be governed by Indian Arbitration Act prevailing at the time of dispute and the rules made there under. The award in such arbitration shall be final and binding on all the parties. Work under the agreement shall continue during the arbitration proceedings unless the DGVCL or the Arbitrator directs otherwise.

- B-9 DGVCL may at any time by notice in writing to the Bidder either stop the work altogether or reduce or cut it down. If the work is stopped altogether, the Bidder shall only be paid for work done and expenses legitimately incurred by him as on preparation of the execution of the work up to the date on which such notice is received by him. Such expenses shall be assessed by DGVCL whose decision shall be final and binding on the Bidder. If the work is cut down the Bidder shall not be paid for the work as so cut down, but in neither case shall be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.
- B-10 Prior to dispatch, the materials may be inspected and tested by DGVCL at the Bidder's works. Bidder shall inform DGVCL for such inspection at least 7 days in advance before the probable date of dispatch.
- B-11 The materials supplied or installed shall be guaranteed by the Bidder n regard to quality of material, workmanship, installation, etc. Defects developed in the system within guarantee period, shall be rectified by the Bidder at his own expense promptly. In case the defects are not rectified within 7 days of the receipt of the complaint by the Bidder, DGVCL shall have full liberty to remove such defect or undertake such repairs as may be necessary. The expenditure so incurred by DGVCL shall be deducted from Bidder's pending claims, security, etc. and if necessary may be recovered in other mode provided under the law.
- B-12 Notices, Statements and other communications sent by DGVCL through registered post or telegram or telex or to the Bidder at his specified address shall be deemed to have been delivered to the Bidder.
- B-13 The work shall be carried out by the Bidder with prior approval of DGVCL. Work carried out without DGVCL's approval shall not be accepted and the DGVCL shall have right to reject it and to recover the cost as so incurred, from the Bidder.
- B-14 All equipment/material shall be suitably packed for transport/carriage at site and outdoor storage during transit. The Bidder shall be responsible for any damage to the equipment during transit due to improper or inadequate packing. The cases containing easily damageable material shall be very carefully packed and marked with appropriate caution symbols i.e. 'FRAGILE, HANDLE WITH CARE' etc. The contents of each package shall bear marking that can be readily identified from the package list and packing shall provide complete protection from moisture, termites and mechanical shocks during shipment/transportation to site. Adequate protection must be provided for outdoor storage at site in tropical humid climate, wherever necessary proper arrangement for attaching signs for lifting shall be provided and all packages clearly marked with gross weight, signs showing 'UP' and 'DOWN' sides of boxes, contents of each package, order no. And date, name of the plant/equipment's to which the material in the package forms the part of, and any handling and unpacking instructions considered necessary. The Bidder without any extra cost shall supply any material found short inside intact packing case. The Bidder shall ascertain prior to shipment, from concerned authorities, the transport limitations like weight and maximum allowable package size for transportation. All packing cases and packing material shall become the property of the purchaser.
- B-15 The Bidder shall not display the photograph of the work and shall not take advantage through publicity of the work without written permission of DGVCL.
- B-16 The inspection as mentioned in clause No. B-10 by DGVCL's representative shall not relieve the Bidder from full responsibility of completing the work confirming to the requirement of this contract.
- B-17 Conditional tenders shall not be accepted.
- B-19 **PRICE EVALUATION:**
No price preference shall be given on any account. All tenders will be evaluated on firm price end cost without Tax basis. 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.

B-20 PRICES:

Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. any of the stores of COMPANY in Gujarat). However, the Tenderer should indicate in the Schedule- "B" (i.e. Price Bid), the break-up of Total Unit F.O.R. Destination Prices and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges, GST and Cess as applicable separately in price bid, which is a must. If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & self-certified Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. price) mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned the COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.

The Tenderer should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.

Every bidder shall inform their GST TIN No. of the registered place(s) wherefrom the bidder intends to supply the goods / services, meaning thereby the bidder have to supply the goods / services from the relevant declared / registered place of supply only.

B-21 Goods and Service Tax (GST) :

The F.O.R. Destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all 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).

You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to DGVCL or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST/ and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST act which be should be clearly indicated in the price bid. Company may at its discretion consider such offer with presumption of highest applicable rate of GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Supplier/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 Supplier/Contractor. However, any refund received by the

(Sign. & Seal of the Bidder)

supplier / 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-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

B-21 STATUTORY VARIATION :

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery 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.

Statutory Variation clause shall not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION FOR FRP FENCING AROUND DISTRIBUTION TRANSFORMER STATIONS

1.0 SCOPE:

This specification covers the basic requirement for the complete design, manufacture, fabrication, testing and inspection, packing, supply and Installation of Insulating type FRP Fencing with necessary hardware, accessories, fittings etc. around **Distribution Transformers** located in various areas of circles as specified.

2.0 Service Conditions:

The fencing supplied against this specification shall be suitable for satisfactory continuous operation under the following tropical conditions:

1	Maximum ambient temperature (deg. C)	50
2	Minimum ambient temperature (deg. C)	3.5
3	Relative humidity (%)	10 to 100
4	Maximum rainfall (mm)	1450
5	Maximum wind pressure (kg/sq. m)	150
6	Maximum altitude above mean sea level (Meters)	1000
7	Iso-ceraunic level (days/year)	50
8	Seismic level (Horizontal acceleration) (g)	0.3
9	Climate Moderately hot and humid tropical climate, conducive to rust and fungus growth.	

3.0 STANDARDS:

All components used in the manufacture of the FRP Fencing shall confirm to the relevant Indian standard specification and IS-6746 i.e. Unsaturated Polyester Resin System and IS 13410 Glass reinforced Sheet Mouldings Compounds (SMC)

4.0 GENERAL TECHNICAL REQUIREMENTS:

- 4.1 The Fencing shall be antistatic and ultra violet resistant. Fencing shall be manufactured using components made in accordance with IS-6746 and IS 13410.
- 4.2 FRP Fencing shall be made utilizing FRP Pultruded sections & FRP/SMC Pickets. FRP sections shall be made from an advanced formulation of Thermosetting Polyester Resin with Glass Fiber Reinforcement on state of art electronically controlled pultrusion technology. Manufacturing process shall be pultrusion using automated pultrusion machines. SMC Pickets from hot press compression moulded SMC confirming to IS 13410
- 4.3 FRP Fencing shall be made of FRP and shall be corrosion resistant and fire retardant (Low flammability) in accordance with the latest IS-6746. An additive material shall be mixed with the FRP to make them resistant to ultraviolet light. FRP/SMC Flats may be used as preferred by bidder. Colour shade shall be as approved by DISCOM.
- 4.4 The oxygen index shall be minimum 24 as per IS 6746.
- 4.5 The minimum glass content in the FRP and SMC material shall be 45% and 20% respectively
- 4.6 The FRP Fencing shall be free from sharp edges and corners, burns and unevenness.

- 4.7 FRP fencing shall be supplied in completely knocked down condition and shall be of ready to use type. The fencing system shall be suitable for onsite fabrication using standard hardware and tools. The fencing shall be supplied as per BOQ agreed between supplier and purchaser.
- 4.8 The fencing is constructed utilizing vertical post duly grouted / fitted in ground/on floor. Horizontal rails fitted to sub frame to suite onsite mounting the vertical posts, pickets fitted to rails and gate to facilitate entry and exit restriction within the covered area.
- 4.9 FRP Pultruded Sections and SMC pickets shall have following mechanical properties

Sr. No.	Parameter	Value for FRP Pultruded Section	Value for SMC Pickets
a)	Ultimate tensile strength:	2000-4000Kg/cm ²	50 MPa
b)	Flexural strength:	2000-10000 Kg/ cm ²	155 MPa
c)	Flexural modulus:	1.5-5x100000 Kg/ cm ²	N.A.
d)	Izod impact:	130Kg/cm/cm of notch	45 KJ/m ²
e)	Compressive strength:	1500-5000 kg/ cm ²	N.A.
f)	Compressive modulus:	2.5-4.5 kg/ cm ²	N. A.
g)	Bar col thickness:	50- 65	50- 65
h)	Water absorption:	<=0.6%	<=0.25%
i)	Glass Content	Min. 45%	Min. 20%
j)	Flammability	Low flammability as per IS 6746	
k)	Flame Spread (Fire propagation Index)	Less Than 15 as per BS 476 (Part 5, 6 & 7)	

- 4.10 FRP Pultruded Sections and SMC pickets shall have following Electrical Properties.

Sr. No.	Parameter	Value for FRP Pultruded Section	Value for SMC Pickets
a)	Dielectric Strength Axial	30 – 45 kV / 25 mm	9 kV/mm
b)	Dielectric Strength: Radial	10-15 kV / 25mm	N. A.
c)	Arc Resistance	> 120 sec	> 120 sec

- 4.11 FRP Pultruded Sections Fencing – Routine & Acceptance Testing Parameters shall include but not be limited to following:

Tests for FRP sections

Sr. No.	Parameter	Value specified
1	Visual	As per approved drawing
2	Dimensions	As per approved drawing
3	Glass Content	Min. 45%
4	Flammability	Low flammability as per IS 6746

Tests for SMC Pickets

Sr. No.	Parameter	Value specified
1	Visual	As per approved drawing
2	Dimensions	As per approved drawing
3	Glass Content	Min. 20%
4	Flammability	Low flammability as per IS 6746

5.0 CONSTRUCTION:

5.1 Vertical Posts:

The vertical post shall be made out of FRP Pultruded square hollow section of size 50x50x5 mm. Such posts shall be kept at a distance not exceeding 1000 mm c/c and shall be grouted in the ground with c.c. of ratio 1:2:4. in the pit of size 300x300x450 mm. The work must be done under Supervision of concerned SDO OR Authorized staff appointed by SDO.

The vertical posts shall be supplied with pre-drilled holes so as to accept Sub frame provided using hollow FRP box sections 50x25x5 mm and other accessories for fixing of gates etc. The length of vertical post shall be sufficient to take care of grouting, depth i.e. underground and height of fencing above the ground. Post should be buried in foundation at least 450 mm from ground level. Posts at corners and gate openings may be of different size/shape so as to take care of the fencing requirements.

5.2 Rails:

Rails shall be made out of FRP notch bars of 12mm dia. provided at equal spacing not exceeding 200 mm center to center as shown in drawing. The rails are placed horizontally and height of the 1st rail from the ground as well as gap between the rails shall be maintained as detailed in the approved drawing.

5.3 Pickets:

Pickets shall be made of flats of size 35x5mm SMC or FRP provided at equal spacing not exceeding 100mm center to center mechanically locked between vertical post as well as top and bottom member of sub frame as shown in the drawing. Pickets shall be pre-drilled to facilitate fixing on the rails. Dimensions of the sections utilized (vertical post, rail, picket), length of those sections (height of fencing), gate openings, corner posts and the perimeter as well as shape of area to be covered by fence shall be as per the drawing and shall be as mutually agreed between the supplier and purchaser by way of issue of approved drawing. The fencing Material of Construction (MOC) shall conform to the IS: 6746 and/ IS 13410 as applicable and the fabricated, installed fencing shall confirm to the approved drawing.

5.4 Fencing Gate:

Fencing gate should have door with two shutters with one Heavy duty S.S. Aldrop of size not less than 16 mm Dia and 350 mm length. Gate is to be provided as per site conditions. General Arrangement and layout of fencing is shown in schematic drawing.

5.5 Danger Board:

Danger Board of size 300X300 mm (1.6 mm thick M.S. Plate) is to be provided on left hand side of fencing with standard drawing as attached herewith. Danger Board should have letter writing pattern and size as per drawing attached.

6. Other Conditions:

- 6.1 At top the whole fencing shall be tied with FRP Angle section 50x50x5 to provide suitable stiffness. Angle section should be openable across gate.
- 6.2 Hardware for fixing / assembling shall be of stainless steel.
- 6.3 Gate should be suitably stiffened to prevent sagging. 3nos. of Hinges of 100 mm size on each door and shall be of heavy duty S.S. and facilitate of outward 180 degree movement of the gate flaps.
- 6.4 Left door of gate should be provided with stopper of 300 mm and Dia. of 10 mm at upper and lower part of fencing with proper locking arrangement.
- 6.5 Transformer fencing erection should be done according to site situation and as per instruction of engineer in charge of sub division office.
- 6.6 Supporting bracing flat size SMC molded / FRP Flat 35 x 5mm and length 300 mm are to be provided in each corner on top and bottom frames of fencing and on each shutter of door.
- 6.7 Grouting Roads of M. S. With Dia. of 12mm and 250 mm long at each Vertical Post are to be provided as shown in Drawing.
- 6.8 Payment of bill will be based on running meter measured during joint measurement with engineer in charge.

7 DRAWINGS AND DOCUMENTATION:

- 7.1 The successful bidder shall submit sketches for each location of the FRP Fencing and get the same approved at concerned Division office before commencement of supply. The indicative schematic drawing is enclosed herewith.
- 7.2 The tenderer shall furnish all details and clarifications required if any for scrutiny and evaluation of the offer.
- 7.3 Manufacturing of material to be supplied shall be done strictly as per approved drawing.
- 7.4 Approval of drawing shall not absolve the supplier of his liability for ensuring correctness according to applicable standards & regulations. .

8 TESTS:

All the Type Tests shall be carried out from reputed Laboratories which are accredited by the National Board of Testing and Calibration Laboratories (NABL) of Govt. of India or accepted by DISCOM. Test Reports submitted by Labs such as CPRI, ERDA, ERTL, CIPET, Fire Research Laboratory (FRL) of CBRI Roorkee shall be accepted to prove that the FRP Pultruded Sections meet the requirements of specification. Type Test Reports conducted in manufacturers own laboratory and certified by testing institute shall not be acceptable. The FRP Pultruded Sections used in FRP Fencing shall be fully type tested for Mechanical and Electrical Properties. Attested copies of Type Test Reports are to be submitted.

9 TESTING AND MANUFACTURING FACILITIES:

- 9.1 The Bidder/manufacturer shall have necessary machinery for production of FRP Pultruded Sections using Automated Pultrusion Machines as well as SMC material and SMC hot press compression molding Machines if SMC is intended to be used for FRP Fencing.
- 9.2 Manufacturer should have in house testing facilities for carrying out the routine and acceptance tests. Each Lot dispatched should be tested in house and test report submitted to DGVCL.

10 Proto type inspection:

The Manufacturer shall have to offer one no of prototype fencing with complete erection at site as per tender specification for approval of DGVCL before offering first lot.

11 DESPATCH:

- 11.1 The material to be supplied shall be packed and dispatched only after inspection and approval.
- 11.2 Supplier shall be responsible for packing, transporting and delivery to the consignee.
- 11.3 DGVCL reserves the right to waive the inspections.

Sr. No.	Description	Requirement	Supplier Remark
1	Vertical Post (Pultruded FRP)	Box section of 50 x 50 x 5mm @ max 1000 mm c/c & corners	YES/NO
2	Sub frame section	FRP Box section of 50 x 25 x 5mm	YES/NO
3	Rail	FRP Rod Dia. 12mm @ 200mm c/c with notch and keys to lock pickets.	YES/NO
4	Pickets	SMC molded / FRP Flat 35 x 5mm Thick @ 100 mm c/c	YES/NO
5	Bracing Flat	SMC molded / FRP Flat 35 x 5mm and length 300 mm	YES/NO
6	Heavy Duty S. S. Aldrop	Not less than 16 mm Dia. And 350 mm Long	YES/NO
7	Grade of Material for Fencing	Pultruded FRP - UV and Fire Resistant conforming to IS 6746	YES/NO
8	Type Test Certificate For Material	Refer Respective Clause of Technical Specifications	YES/NO
9	Size of the fencing	HEIGHT: 1600 MM (1500+100 mm) above ground and 450 mm in ground; minimum Width and Length as per site conditions and as decided by EIC (Engineer In-charge).	YES/NO

DGVCL will take random samples from the material supplied and subject them to tests in Government approved laboratories. The material should stand these tests and if the materials do not stand these tests, they will summarily be rejected and the supplier should make immediate arrangement to replace them with standard material only after getting them duly inspected.

DGVCL also reserves the right to accept the whole or part of such supplies or of the utilized material and recommend reduced prices taking into account the defects noticed. Such reduction for the whole lot will be maximum up to 30% (Thirty) of the end cost price, provided DGVCL accepts the material. In this respect, the decision of the DGVCL will be final and will be binding on the supplier.

12. Audit Inspection:

Bidder has to submit the list of Locations completed as per schedule of work of Fencing done to Respective Section of Corporate office of DGVCL. Random Samples of **each item of FRP Fencing Unit** from lots supplied at these locations will be picked up for quality check. The samples picked up will be tested for Acceptance Test/Type Tests or the tests as decided by Company, at Government approved laboratory, in presence of representatives of supplier and DGVCL, as per relevant ISS/BIS/DISCOM Specification and GTP, as under:
As regard bearing test charges,

- (I) For Samples picked up for testing from Locations, DGVCL will bear total expenses. However, for witnessing the tests, successful tenderer shall have to bear their own expenses.

- (II) If sample fails in any of the tests, cost of testing charges including transportation, loading unloading etc. will have to be paid by supplier. Alternatively, it will be recovered from supplier's bills.

The test results will be binding on the suppliers. Company in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the materials supplied of that Lot will be considered as rejected and if replacement is not possible due to consumption of the Materials Company will deduct penalty @ maximum up to 30% of the end cost prices of FRP Fencing supplied of that Lot (Only Supply Portion). If the same are not utilized/consumed, Company at sole discretion may ask for replacement (without any additional Labour Charges for erection) or may accept the material with penalty as above.

In case of any dispute for testing, the Company's decision will be final and binding to the supplier. If supplier will not agree to accept the Company's decision, the order for balance quantity will be cancelled without any clarification and material and Labour will be purchased by the Company at risk and cost of the supplier.



Executive Engineer (O&M)
D. G. V. C. L.
Waghai Division