

SECTION VI

TERMS AND CONDITIONS for successful bidders

1 GENERAL

- 1.1 The successful bidder shall be deemed to have carefully examined all the papers, drawings, etc. attached & if 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 PGVCL in order that such doubts are removed.
- 1.2 The successful bidder shall not, without the consent in writing of PGVCL, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.
- 1.3. The execution of work should be commenced as per the instruction of the Engineer In Charge as per actual requirement and should be completed within the time limit thereafter.
- 1.4 PGVCL may at any time by notice in writing to the successful 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. 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.
- 1.5 Notices, Statements and other communications sent by PGVCL through registered post or telegram or telex or any other way of communication to the successful bidder at his specified address shall be deemed to have been delivered to the successful Bidder. The work shall be carried out by the successful bidder with prior approval of PGVCL. Work carried out without PGVCL's approval shall not be accepted and the PGVCL shall have right to reject it and to recover the cost from the successful bidder. He will be liable against all losses, expenses or claims arising in connection with the death of or injury to any person employed by the successful bidder or his subcontractors for the purposes of the Works.
- 1.6 The successful bidder shall be responsible for any damage to the equipment during transit due to improper or inadequate packing, handling, loading and unloading. The cases containing easily damageable material shall be very carefully handled. Adequate protection must be provided for outdoor storage at site in tropical humid climate, wherever necessary. The successful bidder without any extra cost shall supply any material found short inside intact store area.
- 1.7 If the successful 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 successful bidder and if he fails to comply with the notice, then in such a case PGVCL 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, PGVCL may recover it from the Bidder in any lawful manner.

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- 1.8 PGVCL shall have at all reasonable time access to the works being carried out by the Bidder under this contract and **stores where material issued by PGVCL is stored**. All the works shall be carried out by the Bidder to the satisfaction of PGVCL.
- 1.9 The quantities mentioned in the accompanying schedule B are only approximate same may decrease or increase. The PGVCL reserves the right for revising or omitting any of the quantities. The actual work executed by the successful bidder will be calculated at the rate given in the contract schedule of the rates binding to the successful bidder.
- 1.10 No higher rate or revised rate will be application for the work, if work is held-up/closed due to whatever so reasons.
- 1.11 Price shall not be changed subject to any upward/downward revision on any account whatsoever through the period of contract.
- 1.12 All other general terms and conditions as prevailing in the PGVCL shall be applicable to this work contract.
- 1.13 The successful bidder has to co-ordinate and co-operate fully with Engineer In Charge and for execution of the works.
- 1.14 Either successful bidder or successful bidder's authorized person should contact our Engineer In Charge as well as Division Office, Bhavnagar City-2 daily for the availability of materials required for this work, failing to which this work order shall be terminated without giving any notice.
- 1.15 The successful bidder has to maintain site register covering all aspects of material received/utilized/dismantled for day to day work and has to obtain signature of Engineer In Charge.
- 1.16 In case of any dispute doubt, the decision of Superintending/Executive Engineer Bhavnagar Circle/ Bhavnagar City-2 Division shall be unchallengeable and final, which will be binding to the contractor.
- 1.17 **Security Deposit (without any Interest) will be refunded after completion of guaranteed period if any.**
- 1.18 All legal complication of disputes is subject to _____ jurisdiction only.
- 1.19A fresh and valid solvency certificate to the extent of 20% of the ordered value will have to be produced by the contractor and party has to submit attested copy of solvency certificate to the company before commencing of work.
- 1.20 The successful bidder will be solely responsible for any accident/damage either to equipment or any human being during the time of execution of work.
- 1.21 Prior institution in writing for starting the job will be given by PGVCL for the work.
- 1.22 The successful bidder will have to make his own arrangement for required all kinds of tools, tackles, required for the execution of work.
- 1.23 The cost of damages, if any will be recovered from the successful bidder's bill. The assessment of which will be done by Engineer In Charge in consultation with division office, and his sole discretion and his decision shall be binding to the successful bidder and shall be considered as final and unchallengeable.
- 1.24 The successful bidder will have to give **indemnity bond** to PGVCL against any possible claim of compensation for damage to Contractor's equipment or staff or any of third parties during the execution of work as per attached format.
- 1.25 The successful bidder will have to complete entire work, as mentioned in Schedule-B of contract awarded to him, as per directive and instruction of Engineer In Charge. If he fails to do so entire work will be carried out at the risk and cost of Contractor.
- 1.26 The contractor must engage sufficient knowledgeable person round the clock, exclusively for execution of work.

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- 1.27 Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
- 1.28 The PGVCL shall deduct the Income-Tax and other taxes as per prevailing rules of all relevant Govt. Authorities from the bill.
- 1.29 If the work is required to be carried out during fix outage then the successful bidder has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which Company shall be at liable to deduct the amount of revenue loss due to prolong outage.
- 1.30 The tender include all minor accessories and items of work which may not have been specifically mentioned in the specification / Schedule etc. but are essential for completion of work. The contractor will **not be eligible for any extra payment** in respect of such minor accessories and item of work.
- 1.31 The successful bidder shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer In Charge.
- 1.32 For shortage of any materials issued by the PGVCL for the work, recovery shall be made from you, on the basis of prices of the materials (prevailing on the date of settlement of materials account) plus 15% supervision charges.
- 1.33 The successful bidder has to carry out all the works in accordance with revised and latest provision under I.E. Rule Act made there under and as per instruction of Engineer In Charge.
- 1.34 All the materials issued by PGVCL shall be transported to the work site on same day and to be preserved in safe custody failing to which PGVCL shall initiate Police action. Similarly as per instruction of Engineer In Charge, you have to credit the material at PGVCL store without any loss of time failing to which PGVCL shall initiate Police action.
- 1.35 Any delay causing extension of outages shall be successful bidder's responsibility and appropriate amount (in term of Rupees) as decided by Superintending/Executive Engineer Bhavnagar Circle/ Bhavnagar City-2 Division shall be recovered from successful bidder's bill as a penalty with applicable GST.
- 1.36 No tools, tackles, manpower, crane facilities etc. will be provided by the PGVCL.
- 1.37 The contractor has to follow all labour laws, safety rules and regulations. The PGVCL does not take any responsibility in case of accident or injury to the workers. The safety, security of men, materials and equipment shall be sole responsibility of the contractor.
- 1.38 The compliances of all Central / State Govt. Rules, safety and insurance rules etc. and that of local body is a must condition for the successful bidder.
- 1.39 The successful bidder shall specifically note that PGVCL will not pay any extra amount towards any type of claim except for the description indicated in Schedule –A. The party has to carry out all other additional required activities / work as directed by Engineer In Charge which is not mentioned in Schedule but required to be completed as per the site condition and for this work no extra payment shall be made by PGVCL.
- 1.40 The contractor should employ as a Supervisor with sufficient qualification and experience who could supervise the execution of work throughout. He should **always** be present on the site.
- 1.41 The contractor shall be responsible for breakages, losses and a theft of material during transit or erection after the materials issued from the stores till the completion of work and is taken over by the PGVCL.

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1.42As regard damages to the materials, equipment, successful bidder himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" Compensation Act or any other statutory provisions, the same will be paid by contractor directly. If he thinks fit, he may take necessary insurance covering at his cost.

1.43The successful bidder shall co-operate with the PGVCL for taking measurement etc. as early as possible and he shall fulfil the entire requirement which is necessary to finalize the accounts.

1.44The competent authority can delete any item in schedule of the tender if he feels that the rate quoted by the contractor for the item is abnormally high when compared to the estimated rates.

1.45The successful bidder shall not refuse to execute this work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer In Charge.

1.46The erection work should be carried out according to the specification as per instructions and programmed laid out by the Engineer in charge. Contractor has to ensure safe shifting and erection of all accessories / equipment as per standard norms.

1.47The Bidder shall not display the photograph of the work and shall not take advantage through publicity of the work without written permission of PGVCL.

1.48The inspection as mentioned in above clause No. 6 of this section by PGVCL's representative shall not relieve the successful bidder from full responsibility of completing the work confirming to the requirement of this contract.

1.49Under the Contract, the Contractor shall be responsible for loss or damage to the line and Electrical Equipment until the successful completion as defined elsewhere in the Bid document.

1.50All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

1.51 The law applicable to the contract shall be the laws in force in India. The courts of Rajkot shall have exclusive jurisdiction in all matters arising under the contract.

2 PRICE EVALUATION:

No price preference shall be given on any account. All tenders must be submitted firm price basis (Inclusive of all Taxes) and lowest evaluated bid in the interest of the PGVCL, for the complete works covered under these specifications and documents.

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. PGVCL (tender Inviting Authority) may go to the L-2, L-3 and so on depending upon the requirement. If PGVCL (tender Inviting Authority) feels that there is lack of serious competition or any other reasons, PGVCL (tender Inviting Authority) may negotiate with the L-1 party. PGVCL's (tender Inviting Authority) decision shall be final and binding on all the parties.

3. QUANTITY DISTRIBUTION

3.1 For Erection & Maintenance work of HT/LT/TC:

The Contractors whether non-experienced / New or experienced / Regular who have confirmed /fulfilled pre eligibility criteria , as mentioned in Section 1 sr No 2 , will only be considered for price evaluation. PGVCL will not consider the, price bid of any contractor who does not confirm / fulfil the eligibility criteria as mentioned in Section 1 sr No 2.

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3.11 While placing the order, the quantity distribution to each new contractors / new firms shall be restricted up to 30 % of the tender amount/Qty. for all such new bidders provided the price of New contractor is lower than the regular/experienced contractor. New contractor / new firm will be considered as a regular contractor only after full filing experience criteria as mentioned in Bidders qualifying criteria as per point no. 2 in Section I.

3.12 The new contractor 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/experienced contractor only.

But if there are no Regular contractor OR if the rate of Regular contractor is very high, the above condition no. 2.11 shall be suitably relaxed by PGVCL. L-1 regular contractor however will get heavy weight age in order placement.

3.2 For laying of Under Ground Cable work:

3.21 While placing the order, the quantity distribution to each new contractors / new firms , Section 1 sr No 2, shall be restricted up to 10 % of the tender amount/Qty. for all such new bidders provided the price of New contractor is lower than the regular/experienced contractor. New contractor / new firm will be considered as a regular contractor only after full filing experience criteria as mentioned in Bidders qualifying criteria as per point no. 2 in Section I.

3.22 The new contractor 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/experienced contractor only.

But if there are no Regular contractor OR if the rate of Regular contractor is very high, the above condition no. 2.21 shall be suitably relaxed by PGVCL. L-1 regular contractor however will get heavy weight age in order placement. The Contractors who have confirmed /fulfilled pre eligibility criteria will only be considered for price evaluation. PGVCL will not consider the price bid of any contractor who does not confirm / fulfil the eligibility criteria. L-1 regular contractor however will get heavy weight age in order placement.

4 IDENTIFICATION OF SITE:

Details of each location shall be made available through Executive Engineer of each concerned Divisions under above locations. The planning for each location has to be prepared in consultation of the Deputy Engineer of the concerned Sub Division under whose control the work is allocated. The work must be carried out under Supervision of concerned S/dn Head or Authorized Staff appointed by SDO.

5.ALLOTMENT OF MATERIAL AND ITS STORAGE

Required material for the work as per Schedule shall be allotted from any store Centres of PGVCL jurisdiction and successful bidder has to take delivery from these stores at his own only.

6. **Contractor will be issued only 3 (Three) Sub work orders at a time. He will be issued Fourth Sub Work Order only after the submission of Inventory sheet with sketch and material account statement for any of the three previously issued Sub Work Orders.**

7. . TAKING DELIVERY AND INSURANCE:

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

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7.2 The Contractor has to open site store/s (Maximum Two Nos.) and ensure for safe custody of all the stored materials at his own cost. Material which is to be allotted by PGVCL is to be carted, loaded and unloaded at Bidder's cost and risk from PGVCL's respective Stores. PGVCL must have access to such Store/s at any time of Day throughout the contractual period and Contractor will cooperate for verification of such store/s and Inventory accounting. Failing to which actions may be initiated after issuance of required Notice to the Contractor. Store address/s is to be mentioned in the "General information about the Bidder" under Section I of this Tender.

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

7.4 STORAGE-CUM-INSURANCE:-

The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100 % cost of materials, which are required to complete the work. Contractor shall have to take comprehensive insurance policy equivalent to the Order Value against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over by PGVCL. The Contractor shall deal directly and pursue the claim with the Insurance Company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful Contractor shall be furnished to Engineer-In-Charge. In absence of the above insurance policy, R.A. Bill payment will be withheld.

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

8.Account of material issued

8.1The successful bidder shall have to maintain accurate day to day item wise account of use of issued materials which shall be got checked from time to time by the Engineer In Charge of the Company. The contractor will be responsible for custody and preserving the issued materials till the work is hand over by the contractor after completion.

8.2 The successful bidder has to maintain site register, covering all the daily details of material receipt and utilization, progress of work etc. This register shall be checked and signed by Engineer In Charge/Deputy /Executive Engineer, _____ Sdn/Division during the site visit as per requirement and exigency of work if deem fit.

8.3After completion of the work against each Sub Work Order, all the surplus materials issued by the PGVCL shall be returned by you to the respective divisional /Regional stores only at contractor's cost. Do not credit this material in S/Dn store.

9. Work Completion Period:

9.1 In the event of placement of order, successful bidder shall have to complete the ordered work within 365 Days from the Date of issue of Work Order.

9.2Time limit of Each sub work order should not be maximum up to 60 Days.

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9.3WORKING DAYS: -

In case, it is not possible for the successful bidder to continue the work either due to heavy rains or other reasonable causes, such facts should be immediately brought to notice of the Engineer In Charge. If the reasons for stopping the work are genuine the Engineer In Charge may ask the successful bidder to start the work again as per condition. The period of such stoppage will not be considered as a part of working days moreover the successful bidder cannot claim compensation for such stoppage.

9.4PROGRESS OF WORK

You will have to submit fortnightly progress report regularly in duplicate to Engineer In Charge and Executive Engineer City-2 Division, Bhavnagar. If found that the work is unsatisfactory or not progressing as per schedule then any action would be taken by the PGVCL as may deemed fit to see that work is completed at the risk and cost of contractor. **The completion time allowed for each Sub work Order shall be strictly observed.**

1. **Time limit extension will be given, as per Clause No. 12 of this section, if material is not supplied in time and in any case of objection not cleared in time. But if materials given in time and there is no any objection, then no time limit extension will be granted and penalty with applicable GST will be imposed as per rules.**
2. **CHANGE OF QUANTITY**
 - a. During the execution of the Contract, the PGVCL reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying GCC and/or Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 30% (Thirty Percept) of the contract price by way of suitable amendment to the contract.
 - b. The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

11.3As this is an EPC contract, engineering work will be done by the Contractor. Responsibility of material will be that of the contractor.

3. Penalty with GST:

12.1 Penalty with GST is levied on the **time limit of Sub Work Orders**. If the work is not completed within the scheduled period as prescribed in **Sub Work Order**, penalty + GST at the rate of 0.5 % per week or part thereof on delayed portion subject to maximum up to **10 %** of the **sub work order Value with GST as per applicable rate**. This will be deducted from the bills payable either against this contract or any bank guarantee or any other amount payable under any other contract with the PGVCL. For Penalty calculations or Time limit Extension, following points are to be observed.

12.2 Start Date of Sub Work Order for Penalty Calculation will be the **Day/Date on which the first material is issued against the Sub Work Order**.

12.3 If material is not available in respective stores then "NO STOCK" stamping by Store In-charge/Store Keeper must be taken against the particular item by the contractor.

12.4 In Case of non-availability of Material, contractor must visit the respective store **every fortnight** and **no stock** material details are to be submitted to respective Executive Engineer and concerned SDO.

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- 12.5 TLE of Sub work order can be granted on the basis of above such documents produced by Contractor.
- 12.6 Time limit Extension must be given as per F & A Letter No. PGVCL/F&A/5083/14-06-2017 and PGVCL/F&A/745/11-06-2018.
- 12.7 At the time of submission of Bill against SWO, all such Documents are to be submitted by contractor for waiver of Penalty if applicable.
- 12.8 Time limit of Annual Work Order should be maximum up to 365 Days.
4. During the execution of Work, if Contractor/Labour are found violating OR Braking the Safety rules and Regulations, then Engineer-in-Charge will serve the **warning Notice on first Instance**. On **second Instance** the amount of Fine will be **Rs. 500.00 or 0.1 %** of amount of SWO (Whichever is high). Even If after above two instances, still Contractor found breaking of Safety Rules and Regulations then Procedures for **Stop dealing** must be initiated against him as per rules and regulations.

5. Payment terms shall be as follows:

14.1 Payment will be made against Invoice value and shall be paid against actual execution. The bills should be submitted in Duplicate to respective Superintending/Executive Engineer, Circle/Division Office along with following documents:

- Measurement Report of each site by PGVCL authorized inspection Officer (not below the rank of Deputy Engineer)
- Material Accounting for work duly certified by Engineer-in-charge
- Work Completion Certificate duly signed by Contractor for which the Bill is submitted.
- **Copy of Insurance Policy against the Material equivalent to the Order Value as per Tender Condition No. No.7 under this Section.**
- **Contractor must submit the above documents within Fifteen (15) Days from the actual date of completion of work to respective S/dn Office.**
- **DOP is to be followed for Payments against the Work Orders.**

14.2 R.A. Bill shall be paid by the PGVCL, if it satisfy with the output of works otherwise only final bill shall be paid.

14.3 The time limit for the work may be reduced and contractor should make all his efforts to complete the work within stipulated time limit as may be given by the Engineer In Charge depending upon emergency of work.

15. FORCE MAJEURE:

Force Majeure means any circumstances beyond the control of the parties including:

15.1 War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;

15.2 Rebellion, revolution, insurrection, military or usurped power and civil war;

15.3 Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

15.4 Riot, commotion or disorder, except where solely restricted to employees of the Contractor.

15.5 Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent is that performance of such obligations prevented by any circumstances of Force Majeure that arise after the date of the Notification of Award.

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15.6 If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.

15.7 Upon the occurrence of any circumstances of Force Majeure, the Contractor shall endeavour to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-Charge of the steps he proposes to take including any reasonable alternative means for performance, which are not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer-in-Charge.

15.8 If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall continue, the Contract shall terminate.

16 TESTING & COMMISSIONING:

The successful bidder will ensure that completion of execution of work i.e. all works connected with line having been completed correctly as per Indian Electricity Rules & procedure. Any extra cost involved due to incompleteness of work or bad workmanship found out subsequently shall be set right with and by you at your own cost.

17 HANDING OVER OF ASSET

17.1 After successful completion of the lines and Transformers or any other electrical equipment the entire newly created network is to be handed over to the concern Deputy Engineer of PGVCL. The handing over note covering the details of all the materials used and total work executed must be signed jointly by the bidder and PGVCL Engineer. Copy of handing over note must be attached along with bill.

17.2 The contractor shall arrange to hand over the complete work immediately on completion of entire work.

18 Recovery

If some material/Item is not installed/fixed for allotted work and as per SOR by contractor due to non-availability of particular item/material for long period of time and TLE cannot be approved for that work beyond certain time limit Or such item if not required to be installed at particular location, then Recovery is to be made as mentioned below for not carrying out that work from SWO issued for that work.

➤ Empty Wooden Drum (Assorted Sizes) : Rs. 325.00 per Drum

All work other than above must be completed by contractor and No any other Recovery should be made other than above Work.

19. CONTRACT QUALITY ASSURANCE:

19.1 The Bidder shall include in his proposal the Quality Assurance Program containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.

19.2 At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract. PGVCL reserve the right to inspect the work at any stage of contract i.e. during the execution and after the execution of work.

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- 19.3 The Bidder shall clearly specify the list of sub-vendors from whom the bought out items (if any) are being supplied. Such details shall be accompanied by their list of previous supplies made performance reports etc. However, in case of orders are placed, specific approval shall be obtained from the PGVCL for the vendor supplied materials. The quality assurance program shall be furnished for each material separately for approval.

20. TERMINATION OF CONTRACT ON PGVCL'S INITIATIVE

- 20.1 In case of any type of misappropriations, cheating or intention of cheating, frauds, irregularities, malpractice, etc. the Managing Director PGVCL reserves the right to cancel the order without giving reasons thereof and forfeit the security deposit.
- 20.2 The PGVCL reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The PGVCL shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.
- 20.3 The Contractor upon receipt of such notice, as per point no.19.2 above, shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the PGVCL, stop all further sub-contracting or purchasing activity related to the work terminated, and assist PGVCL in maintenance, protection, and disposition of the works acquired under the Contract by the PGVCL. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 20.4 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the PGVCL is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the PGVCL shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the PGVCL that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the PGVCL shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

21. ARBITRATION:

Any question, dispute or difference whatsoever arises between PGVCL 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, PGVCL. 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 PGVCL or the Arbitrator directs otherwise.

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22. **SECRECY:**

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of PGVCL and shall not be used for any other purpose, except for the execution of the contract. All rights related to the technical specifications, drawings and records are reserved by PGVCL only and no part or partial should be reproduced, copied or alter without prior permission to PGVCL in writing. In the event of the breach of this provision, PGVCL can claim the damages caused by such events.

23. **Stop Dealing:**

Bidder/Contractor shall be put under Stop Deal due to following reasons.

23.1 Has submitted fake, false or forged documents/certificates

23.2 Has revised/withdrawn price bid after opening of Techno: commercial bid, until and unless it is sought for

23.3 Has refused to accept Letter of Acceptance/Purchase Order/Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions

23.4 Has committed breach of contract or has failed to perform a contract or has abandoned the contract

23.5 Has failed to provide suitable expertise for the work as per prescheduled program

23.6 Has failed to submit all the necessary Test reports/documents within time schedule / as per Company's time limit, as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.

23.7 Has indulged in construction and erection of defective works.

23.8 Has substituted materials In lieu of materials supplied by the Company or has not returned or has short returned or has unauthorised disposed of materials/ documents/ drawings/ tools or plants or equipment supplied by the Company

23.9 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage

23.10 Has unauthorised obtained official company information or copies of documents, in relation to the Tender/Contract

23.11 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.

23.12 Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and

23.13 In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing/ blacklisting

23.14 The firm, stop deal and/or banned for business dealing and/ or blacklist by GUVNL or any subsidiary Companies of GUVNL shall be considered as a stop deal and/ or banned for business dealing and/ or blacklisting for all Companies.

24. Effect of putting a proprietor/firm for Stop dealing/Banned for business dealing are as below:

24.1 The proprietor/all the partners/directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing.

24.2 Once the name of the firm and/ or proprietor/ partner/ director of the firm appears in the list of Stop dealing / Banned for business dealing in any Company of GUVNL and its Subsidiary Companies,

(i) No enquiry shall be issued to a firm.

(ii) No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.

Date:

Sign & Stamp of the Bidder

24.3 Action to be taken, when a Firm and/or proprietor/ partner/ director of the firm is put on Stop dealing/ Banned for business dealing by GUVNL or any of its subsidiary Companies, during tender process: -

- (i) Before opening Technical bids, the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Preliminary / Technical Bid.
- (ii) After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Technical Bid.
- (iii) After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.
- (iv) The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.

24.4 If a Firm is put on Stop dealing / Banned for business dealing in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.

24.5 The amount of EMD/SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.

24.6 The Stop dealing/ Banned for business dealing shall be Firm- specific and when a Firm is put on Stop dealing/ Banned for business dealing, all the manufacturing works of the Firm shall be on Stop dealing/ Banned for business dealing for GUVNL and its Subsidiary Companies & for all Services of the Firm.

24.7 If the Firm placed on Stop Dealing/ Banned for business dealing is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing.

24.8 The Board of Directors of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service from any Contractor for that Company only.

25. Every bidder should, at the time of submission of bid, give a declaration as per **Annexure VI** attached with this Tender, that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and its any Subsidiary Companies.

Date:

Sign & Stamp of the Bidder