

SECTION 1: INSTRUCTIONS TO BIDDERS

1 INTRODUCTION

This part, Instruction to Bidders (ITB), Section-1 of the Bidding Documents provides the information necessary for bidders to prepare responsive bids for laying of underground HT cable network with terminations under DGVCL area. The DGVCL hereinafter called 'Owner' will receive bids in respect of laying of underground HT cable network with terminations to be furnished in the accompanying specifications. All bids shall be prepared and submitted by bidders in accordance with instructions.

2 GENERAL INSTRUCTION

2.1 The Superintending / Executive Engineer, DGVCL having its Office at, Valsad City Division, hereafter called the " DGVCL " intends to invite tender for Erection of HT,LT,TC & main & supply, laying, testing & commissioning of 11/22 KV underground cable network with terminations under DGVCL area.

2.2 The interested Bidder can download the Bid document from the website at [www. DGVCL.com](http://www.DGVCL.com) from XX-XX-2024. The complete Bidding Documents shall be available at Government e-procurement portal <https://nprocure.com> from XX-XX-2024 up to XX-XX-2024.

2.3 Bids submitted after the time and date fixed for receipt of bids as set out in the INVITATION to Bid shall be rejected.

2.4 The works referred herein shall cover the entire scope of the Bid which include as per describe in scope of work, laying of cable testing and commissioning under selected DGVCL area, including the successful completion of performance and tests which the DGVCL desires to get executed.

2.5 The issuance of bid document would not mean that the bidder has qualified for the bidding. Hence bidders should ensure themselves of their credentials before submitting their offer.

2.6 Documents towards payment of Tender fee and earnest money deposit (EMD) should be kept in the Tender Fee and EMD cover only. First the Tender Fee & EMD cover will be opened and if the documents towards payment of Tender fee and EMD are found in order then only online techno-commercial bid shall be opened first. All those who are found technically and commercially competent to carry out the job will be considered as qualified bidders and only their price bid will be opened.

2.7 At any time prior to the deadline for submission of bids, DGVCL may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, may modify the terms and conditions by issuing amendment in the DGVCL website, bidder must be vigil as this addenda's will be uploaded only.

2.8 DGVCL reserves the right to spread / split the order, if required.

2.9 Bidder does not anticipate change in the ownership during the proposed period of work. (If such a change is anticipated, the scope and effect thereof shall be defined.

2.10 DGVCL reserves the rights to instruct the contractor for carry out the works anywhere in the jurisdiction of DGVCL and accordingly contractor shall carry out the work as per the same rate and terms and condition of contract.

2.11 If at any stage it is found that bidder had hidden material information or had submitted information which is false and fraudulent shall be debarred from bidding in DGVCL, tender for three years and EMD shall be forfeited. The matter shall also be brought to notice to the registration authority of the contractor

2.12 The bidder shall be disqualified if;

- a. The bidder had made misleading or false representation in the forms, statements and attachment submitted in proof of qualification requirements and/or
- b. A record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
- c. Every bidder should at the time of submission of bid, give a declaration 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 subsidiary companies.

The bidder should provide accurate information on litigation and/ or arbitration resulting from contract completed or under execution by him over the last five years. A consistent history of arbitration awards/ judgments against the applicant or any partner of a joint venture may result in disqualification for proposed work. If the details of litigation history are hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

DGVCL would have the right to forfeit the EMD and black list to the bidder if any of the information given by the bidder is found false / wrong or incorrect or misleading.

3 Bid Submission and Contents of Standard E-Bidding Document

3.1 The Bidders must ensure that all the schedules are completely filled in their Bids and the information called for is given in totality. A set of complete Bid documents is required to be submitted duly signed and stamped by authority competent to sign on behalf of bidder on each page of bid as well as amendment thereof as a token of unconditional acceptance to the conditions of various clauses of Bid documents through online mode on e-procurement module. The bidder's bid and the documents attached there to shall be considered for forming part of the contract documents.

3.2 The outside of the envelope for Tender Fee and EMD Submission in case of paid through DD / Bank Guarantee should also indicate clearly the name of the Bidder and his address. In addition, the left-hand corner of the envelope or container should indicate the Bid number and the bid opening date and time.

3.3 The Bidder has to send the Technical Bids and PRICE BID ON LINE only. No physical submission is entertained in case of online payment of Tender fee and EMD.

3.4 The DGVCL reserves the right to reject any bid, which is not deposited according to the instructions, stipulated above.

3.5 The e-Bid document includes submission of following documents in stages:

Stage-1: Preliminary Qualifying Details (Online / Physical):

- (a) Tender Fee
- (b) Earnest Money Deposit
- (c) Copy of GSTN Certificate
- (d) Permanent Account Number (PAN Card)

Stage-2: Techno-Commercial Details (Online Only):

Stage-3: Price Schedule (Online Only)

4 QUALIFYING CRITERIA

Qualification of bidder will be based on meeting the criteria as specified in qualifying criteria Part-A and qualifying criteria Part-B as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an Indian individual firm only. Joint Venture firms are not allowed.

Notwithstanding anything stated herein above, the **DGVCL** reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the **DGVCL**. The **DGVCL** reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

ELIGIBILITY FOR QUALIFICATION:

4.1 Part-A: Technical:

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

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

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

4.1.4 Bidder has to submit the copy of complete type test reports / certificates of offered make of major supply items like HDPE Pipe, Indoor & Outdoor Termination Kits, Straight Joints **(Any make approved by GUVNL & Its Subsidiaries Company)** as required in under-ground cable laying work. The Certificates / reports should not be older than 7 (Seven) years.

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

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

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

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

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

Note: For tender estimated value below 5 Lakhs & ARC tender of estimated value more than Rs. 5 Lakhs, criteria stated at clause no. 4.1.2 & 4.1.3 shall not be applicable for New Bidders. Quantity Allocation will be as per Clause No. 11 of SECTION 2: GENERAL CONDITION OF CONTRACT.

4.2 Part-B: Commercial: For the purpose of this bid, the bidder shall meet the following minimum criteria in past 7 years ending last day of month previous to the one in which bids are invited:

4.2.1 Similar Nature of Work: The bidder should have successfully completed or substantially completed similar nature of work i.e. Under Ground Cable Laying Work for 11kV and above class in last 7 years ending last day of month previous to the one in which bids are invited should be either of the following:

The amount of work completed by bidder as per work completion certificate shall be considered.

i. Experience in single completed work of projects execution in electrical sub-transmission / distribution sector costing not less than the amount equal to 80% of the estimated amount of the project.

OR

ii. Experience in two completed work of projects execution each in electrical sub-transmission / distribution sector costing not less than the amount equal to 50% of the estimated amount of the project individually.

OR

iii. Experience in three completed work of projects execution each in electrical sub-transmission / distribution sector costing not less than the amount equal to 40% of the estimated amount of the project individually.

4.2.2 Minimum Average Annual Turnover (MAAT) for last three years, ending 31st March of the previous financial year, of the bidder should be at least 30% of the estimated cost of the tender. In this regard, separate notarized certificate from CA must be submitted.

4.2.3 Net-worth of the last Financial Year shall be positive.

Note: Turnover & Net-worth shall be certified by CA on his letter head and duly attested. Turnover for preceding year shall be considered subject to submission of provisional / audited certificate from CA by the bidder.

4.2.4 Separate EPF Code No. allotted by RPFC & last six months of current year EPF Challan paid copy is required.

4.2.5 Details of Partners/Directors of the Firm/Company.

- Partnership deed in case of Partnership Firm
- Memorandum of Association & Article of Association in case of Company

4.2.6 GSTN Certificate & Permanent Account Number (PAN Card).

4.2.7 Group Insurance: A copy of the valid insurance policy of the insured labourer's under W.C. Act. The contractor shall renew the same till completion of the contract.

4.2.8 Available Bid Capacity:

The bidder who fulfills the qualifying criteria mentioned above shall be qualified only if he fulfills the requirement of bidding capacity i.e. sum of value of all contracts on hand plus value of this bid should be less than twice the Average Annual Turnover of Last three financial years.

The bidder's capacity shall be computed as shown below.

A = Sum of value of all contracts on hand in Rs.

B = Estimated cost of this bid in Rs

C = Average Annual Turnover of Last three financial years in Rs.

If; $A + B < 2 \times C$ then qualified, else disqualified.

For the same, bidder shall have to submit the details of works on hand as per attached Annexure-IV.

Note: For tender estimated value below 5 Lakhs & ARC tender of estimated value more than Rs. 5 Lakhs, criteria stated at clause no. 4.2.1, 4.2.3 & 4.2.8 shall not be applicable for New Bidders. Quantity Allocation will be as per Clause No. 11 of SECTION 2: GENERAL CONDITION OF CONTRACT.

5 SCOPE OF WORK

- 5.1 Bidder has to maintain the records of allotted cable drum with actual cable length. Cable length must be measured before laying. Cable joints are to be done as per requirement only and length of cable must be utilized accordingly.
- 5.2 Cable is to be laid in trench as per instructions of Engineer-in-Charge. While the shortest practicable route should be preferred, the cable route shall generally follow fixed developments such as roads, foot paths etc. with proper offsets so that future maintenance, identification etc. are rendered easy. Cross country run merely to shorten the route length shall not be adopted. Cable route shall be planned away from drains and near the property, especially in the case of LV/MV cables, subject to any special local requirements that may have to be necessarily complied with. As far as possible, the alignment of the cable route shall be decided after taking into consideration the present and likely future requirements

of other services including cables enroute, possibility of widening of roads/lanes etc. Corrosive soils, ground surrounding sewage effluent etc. shall be avoided for the routes.

- 5.3 Laying of cable, testing and commissioning: Cable trench up to the depth of 1200 mm is to be dug with width of 300/500 mm as mentioned in schedule (BOQ) / specification in any type of soil. Spreading of sand at the bottom of the trench up to 100 mm before Lying of power cable in the Centre of the trench. Spreading of another layer of to 100mm sand above laid cable. Utmost care should be taken while loading / unloading and unwinding the cable drums. Covering the cable with RCC half round hume pipe 30mm thick, 150mm inner dia., Back feeling the trench so as to make ground level as per original. Erection of 11 KV XLPE cable on DP structure with fixing of polymer clamps, aluminum tags and with permanent identification of each cable at top and bottom with permanent identification.
- 5.4 Whenever cables are laid along well demarcated or established roads, the LV/MV cables shall be laid farther from the kerb line than HV cables. Cables of different voltages, and also power and control cables shall be kept in different trenches with adequate separation. Where available space is restricted such that this requirement cannot be met, LV/MV cables shall be laid above HV cables. Where cables cross one another, the cable of higher voltage shall be laid at a lower level than the cable of lower voltage.
- 5.5 Horizontal drilling without damage to surface road should not below 2 mtr from ground level and putting HDPE/G.I pipe or any other pipe during the execution of U.G network (as per the direction of Engineer-in-charge). The pipes shall be in conformity to the various relevant IS codes and laying of 11 KV XLPE cable of different sizes as per site condition & instruction of Engineer in charge. The detail map and excel sheet (hard copy & soft copy) indicating the respective depth and distance from adjacent land mark for each segment for HDD is to be submitted as per instructions of Engineer in charge.
- 5.6 Power and communication cables shall as far as possible cross each other at right angles. The horizontal and vertical clearances between them shall not be less than 60cm.
- 5.7 Spare Cable ring near transformer center / DP structure to be provided for future work having 1 meter and to be buried 1 meter in ground.
- 5.8 At transformer center; for providing termination cable along with pole structure erected with GI / HDPE Pipe. GI / HDPE Pipe confirms to the specifications as per IS and amendment thereof, should be buried 300mm below ground level and 2700mm above ground supported on DP structure with polymer cleats. If any case, GI / HDPE Pipe cannot have buried in ground level the same should be concreted at bottom level.
- 5.9 Supply and fixing of indoor / outdoor termination kit & Straight Joint Kit (Any make approved by GUVNL & Its Subsidiaries Company) suitable for XLPE as per size of cable Shown in schedule (BOQ).
- 5.10 Separate Earthing is to be provided using 25 x 3 mm GI Strip covered by uPVC pipe (Standard Make) with earth enhancement powder for Outdoor Cable Box.

- 5.11 Supply and fixing of HDPE/DWC/G.I pipe or any other pipe during the execution of U.G network (as per the direction of Engineer-in-charge). The pipes shall be in conformity to the various relevant IS codes.
- 5.12 Cables under railway tracks shall be laid in spun reinforced concrete, or cast iron or steel pipes at such depths as may be specified by the railway authorities, but not less than 1m, measured from the bottom of the sleepers to the top of the pipe. Inside railway station limits, pipes shall be laid up to the point of the railway station limits, pipes shall be laid up to a minimum distance of 3m from the centre of the nearest track on either side.
- 5.13 Contractor shall liable to get the approval from Electrical Inspector. After receiving the approval of Electrical Inspector, system shall be charged in the presence of Engineer-in-Charge.
- 5.14 Liaisoning for Preparation of site drawing and approval / NOC of Electrical inspector & other local utilities like telecom networking, GAS, water, drainage, road authority, Maha Nagar Palika, Nagarpalika etc. is in scope of contractor. The stipulated fees for getting the NOC / way-leave / approval shall be paid by DGVCL, after submission and verification of adequate invoice / demand note from respective authority.
- 5.15 Liaisoning with Western Railway Department and their respective competent authority. The contractor shall acquire the necessary permission from the Railway Authority for carting the cable and before handing over the cable for actual loading condition.
- 5.16 While working within railway boundary any damage to the railway infrastructure, asset and / or system shall be liable to the contractor. The contractor shall have to make the payment of the damage as assessed by the railway authority.
- 5.17 The trench excavation and filling-in shall be so executed that all walls, roads, sewers, drains, pipes, cables, structures, places and things shall be reasonably secured against risk of injury and shall be carried out to the satisfaction of the authorities concerned. However, if any, damages to existing services made, contractor shall arrange and pay for any necessary repair, to make good the damages.
- 5.18 A pre-warning PVC yellow tap 8-inch-wide and 300 microns thick (LDPE) shall also be laid. The warning tap shall be printed in RED Letter (In English as well as Gujarati) as "CAUTION: 11000 VOLTS DGVCL CABLE" and to be placed at about 300 mm to 450 mm depth from ground level along the route of cable to protect cable from mechanical injuries.
- 5.19 Route Markers are to be installed at every 50 / 100 meters length as per requirement, specification and drawing. It should be put at bends, curves, road crossing etc. of cable route. The marker should incorporate the following relevant information:

DGVCL Name:

Voltage Class: 11kV Cable

- 5.20 Empty drums are to be credited at DGVCL's respective stores at bidders cost and risk after

successful completion and execution of work. Otherwise recovery will be imposed on bidder.

- 5.21 Work may be required to be executed in any 66/132/220KV Sub-Stations also.
- 5.22 Necessary shutdown for connection/jumper of UG cable with existing network will be provided as per availability or convenience of the DGVCL which shall be acceptable to the contractor & contractor shall try to complete the work in minimum time.
- 5.23 Construction of Transformer Structure / Double Pole Structure with provision of busbar / connections / jumper must be as per standard with all required accessories like LA, Box and Fuse etc.
- 5.24 The Work for the erection of Poles, Guys, Earthing, Transformer and Concreting, Stringing and Guarding must be done as per standard.
- 5.25 Dismantling of existing overhead HT line is in scope of contractor. The material which is dismantled from site during the execution of work must be credited to respective Divisional stores immediately after completion of work with complete inventory and measurement details and length to weigh conversion calculations.
- 5.26 It is mandatory for the bidder to test the Main and Spare cable for continuous 72 Hrs at load condition.
- 5.27 A caution board indicating "CAUTION – CABLE JOINTING WORK IN PROGRESS" shall be displayed to warn the public and traffic where necessary.
- 5.28 All the sundries material like Clamps, Screws, nuts, bolts, nails etc. is at Contractor's cost.
- 5.29 Any kind of the restoration work to be done by the Contractor during execution of the work.
- 5.30 In case of any Disputes, Superintending Engineer of Concerned area is the final Authority to take any Decision.
- 5.31 Bids not covering the above entire scope of works shall be treated as incomplete and shall be rejected.
- 5.32 Bids containing deviations form will be considered as non-responsive.
- 5.33 Any other item not specifically mentioned in the specifications but which are required for Erection, Laying, Testing, Commissioning and satisfactory operation of the Distribution lines are deemed to be included in the scope of the specification unless specifically excluded.

6 STANDARD & REGULATION

The survey, engineering, design, manufacture, erection, cable laying and testing of the equipment's and material to be supplied shall comply with latest revisions of relevant Indian Standards or equivalent IEC standards. In addition, the Indian Electricity Rules, Electricity Act 2003, CEA

Regulations, Statutory requirements of Central Govt., GERC and State Government of Gujarat (applicable codes), shall also be complied with. Any complications arising out of it will be set right by the bidder without any implication to DGVCL. The bidder shall submit his offer as per information given in submission of Bid.

7 BID PRICE

The bidder shall quote in the appropriate schedule of bid form on **item rate / % above or below** basis. However, the financial evaluation will be done as per commercial clause 4.2. Prices quoted should be FIRM 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 Bidder 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, then 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 Bids.

The offered prices to be indicated in online mode of Bid in the format given (i.e. Schedule). The price bid submitted in physical mode shall not be considered.

The Bidder 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 GSTIN No.

8 AMENDMENT TO BID

At any time prior to the deadline for submission of bids, DGVCL may, for any reason, whether at its own initiative or in response to a clarification requested by a respective bidder, modify the bidding documents by amendments.

The amendment will be notified on Websites only. DGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.

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

9 TENDER FEE

The Tender Fee is payable as per following table, between the dates mentioned in Table No. 1, by either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by RTGS / NEFT / Online.

Sr. No.	Estimated cost of Tender	Tender Fees in Rs.	Present Rate of GST in %age	Total Tender Fee in Rs.
1	Up to Rs. 1 Lacs	As per DoP	18%	As per DoP
2	Above Rs. 1 Lacs and Up to Rs. 5 Lacs	Rs. 500/-	18%	Rs. 590/-
3	Above Rs. 5 Lacs and Up to Rs. 10 Lacs	Rs. 750/-	18%	Rs. 885/-
4	Above Rs. 10 Lacs and Up to Rs. 50 Lacs	Rs. 1000/-	18%	Rs. 1180/-
5	Above Rs. 50 Lacs and Up to Rs. 100 Lacs	Rs. 5000/-	18%	Rs. 5900/-
6	Above Rs. 100 Lacs and Up to Rs. 500 Lacs	Rs. 7500/-	18%	Rs. 8850/-
7	Above Rs. 500 Lacs	Rs. 10000/-	18%	Rs. 11800/-

The tender fee once paid for tender document will not be refunded under any circumstances or not transferred to other bidder. In case of online payment, no physical document submission is required.

10 EARNEST MONEY DEPOSIT

The EMD payable as per following table. If the EMD amount is more than Rs. 3.0 Lakhs, it should be paid either by RTGS / NEFT / Online or Demand Draft or Banker's Cheque (in favor of the (DGVCL Name) Gujarat Vij Company Limited payable at of any scheduled/Nationalized banks) or through Bank guarantee from any scheduled nationalized bank decided by Government of Gujarat time to time. Otherwise it should be paid either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by RTGS / NEFT / Online.

Sr. No.	Estimated cost of the item in tender	EMD Amount in Rs.
1	Up to Rs. 5 Lacs	1% of the Estimated value of item.
2	Above Rs. 5 Lacs and up to Rs. 10 Lacs	7500/-
3	Above Rs. 10 Lacs and up to Rs. 25 Lacs	20000/-
4	Above Rs. 25 Lacs and up to Rs. 50 Lacs	40000/-
5	Above Rs. 50 Lacs and up to Rs.1 Crs.	80000/-
6	Above Rs. 1 Crs and up to Rs. 3 Crs.	1.20 Lakhs
7	Above Rs. 3 Crs and up to Rs. 5 Crs.	2.50 Lakhs
8	Above Rs. 5 Crs and up to Rs. 10 Crs.	3.00 Lakhs
9	Above Rs. 10 Crs and up to Rs. 20 Crs.	3.75 Lakhs
10	Above Rs. 20 Crs and up to Rs. 35 Crs.	7.00 Lakhs

11	Above Rs. 35 Crs and up to Rs. 50 Crs.	11.00 Lakhs
12	Above Rs. 50 Crs and up to Rs. 100 Crs.	12.00 Lakhs
13	Above Rs. 100 Crs and up to Rs. 200 Crs.	15.00 Lakhs
14	Above Rs. 200 Crs and up to Rs. 500 Crs.	35.00 Lakhs
15	Above Rs. 500 Crs.	50.00 Lakhs

Exemption in EMD will not allow.

In case of online payment, no physical document submission is required.

EMD of the successful bidder to whom a contract is awarded will be returned after the said bidder provides the contract Security Deposit and signs the contract agreement.

If the successful bidder fails to submit a Security Deposit within 15 days after the date of LOA of the contract or fails to sign the contract agreement, then the EMD amount will be forfeited by DGVCL without any notice or proof of damages etc.

The EMD of all unsuccessful bidders except that of the successful bidder will be returned after the award of the contract.

No interest will be payable by the DGVCL on the above Deposit.

Validity of EMD (six) 6 months from the date of submission of bid for this Bid.

11 INFORMATION REQUIRED WITH THE PROPOSAL

The Bidders, along with his proposal, shall submit all the filled annexure given in Section of Annexure & Appendix (Annexure of Qualification Information & Bank Guarantee).

The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed organizational structure.

The above information shall be provided by the Bidder in the form of separate sheets, drawings, enclosed etc. - Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the Owner. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.

Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.

Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

The Bidder, along with his Proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.

In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

The materials should be offered strictly confirming to ISS/BIS/Bid specifications given in the Bid. If the Bidder's desires to quote with any technical deviation they should specifically quote the deviation and the ISS/BIS numbers in the body of the Bid itself under the Annexure VII of e-Bid only. If technical deviations furnished by the Bidder are not agreeable to DGVCL, the offers may be ignored. However, it will be solely at DGVCL discretion to consider the technical deviation OR not for considering the Bidder. No correspondences of the Bidder after opening of the bid will be entertained in this matter.

12 DELAYED AND LATE BIDS

No Bid shall be accepted/opened in any case which are received after due date and time of the receipt of Bid irrespective of delay due to postal services of any other reasons and company shall not assume any responsibility for late receipt of Bid. Any correspondence in the matter will not be entertained.

13 REJECTION OF BID

The Bidders is expected to examine all instructions, terms, conditions, schedules and other details called for in this specification and keep himself fully informed about all which may, in any way, affect the work, or cost thereof. Failure to furnish the required information or submission of Bid not as per the specification will be at the Bidders risk may result in rejection.

The offer is liable summarily rejected if it contains:

- Deviation / Addition / Alternations / Omissions in bidding schedules.
- Deviation and contradictions to the terms and conditions specified in this Bid.

14 DGVCL'S RIGHT

The DGVCL reserves the right to terminate this contract or part thereof at any time during its tendency without giving notice of Termination or the reasons thereof.

The Bidders shall specifically note that any over writing or corrections or manuscript in the bid shall be ignored and will not be considered authentic unless same are signed with Bidder's Stamp/Seal

DGVCL reserves the right to split the contract into two or more bidders. In such cases, the term for completion period will be negotiated and reduced proportionate to the order quantity/value.

In case of any doubt or interpretation of the terms and condition, the decision of the **EXECUTIVE ENGINEER, DIVISION, OFFICE, DGVCL** will be final and binding upon the Bidders and no dispute in this regard will be entertained.

DGVCL reserves the right to accept any bid or reject any or all Bids or cancel /withdraw RE INVITATION to bid without assigning any reason. Such decision of the **DGVCL** shall not be subject to question by any Bidders and the **DGVCL** shall bear no liability whatsoever for such decision.

15 LANGUAGE OF THE BID

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

16 SIGNATURE OF BIDDER

The bid must contain the name, residence, address and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature.

Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.

A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'or other designation without disclosing his principal will be rejected.

Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

The Bidder's name stated on the Bid shall be exact legal name of the firm.

Erasures or other changes in the bid documents shall be over the initials of the person signing the bid.

17 UNDERSTANDING AND CLEARIFICATIONS ON DOCUMENTS & SPECIFICATIONS

Bidder is required to carefully examine all the Bid Documents, Technical Specifications and Bid Drawing, Commercial Terms & Condition or any other terms & conditions and fully inform himself as to all the conditions and matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification by the **DGVCL**. The **DGVCL** will issue interpretation and clarifications if required.

Verbal clarifications and information given by the DGVCL or his employee(s) or his representative(s) shall not in any way be binding on the DGVCL.

18 PRICE BASIS CURRENCY AND PAYMENTS

Bidder shall indicate bid prices in Indian Rupees only.

19 EFFECTS AND VALIDITY OF BID

The bid should be kept valid for a period of **180 DAYS** from the date set for opening of the technical bid.

Bid submitted by the bidder shall remain valid for acceptance for a period of **180 days** from the date of opening of the technical bid. The Bidders shall not be entitled during the validity of bid, to revoke or cancel bid or vary any term thereof. In case of bidder revoking or canceling his bid or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited by the Owner.

20 EVALUATIONS AND COMPARISON OF BIDS

Generally, the bids received and accepted will be evaluated by the DGVCL Team.

The Owner will examine the Bid to determine, whether they are complete, whether they meet all the conditions of the Contract, whether required Tender fee, Bid EMD and other required documents have been furnished, and whether the Bids are generally in order. Any Bid not fulfilling these requirements shall be rejected.

The technical eligibility will be decided upon evaluation as per clause 4.1. The Owner will evaluate and compare the financial rates quoted in the price schedule/BOQ of Bids of those bidders whose commercial and technical Bids are found responsive as per the conditions of the Bid.

No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Bidder does not accept the correction of errors if any, its Bid shall be rejected and its Bid security may be forfeited.

Documents submitted by the contractor shall be crosschecked /verified by the DGVCL team at any stage of the contract period.

Bidder does not anticipate change in the ownership during the proposed period of work.

21 ARITHMETICAL ERRORS

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount in words will prevail. If there is discrepancy between the unit price and the total price which is obtained by multiplying the unit price and quantity, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. In case of discrepancy between sub-total price obtained by adding various prices in the schedule and the

sub-total price indicated for that particular schedule, the sub-total obtained by addition of various arithmetically corrected prices would be considered for evaluation.

However, the DGVCL shall be entitled to award the contract at the lowest of the prices arrived at from various schedules, identified for that purposes, in the bid proposal sheets. If the bidder does not accept the correction of the errors as above, his bid will be rejected.

22 AWARD OF CONTRACT

Notification of award of contract will be made in writing to the successful bidder by the DGVCL.

The contract will be awarded to the best qualified and responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and DGVCL shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any modifications.

The Owner shall not be bound to accept the lowest or any Bid and reserves to itself the right of accepting the whole or a portion of any of the Bid as it may deem fit, without assigning any reason thereof. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.

Any approach/canvassing etc. official or otherwise by the bidder or his/their representative/agent to influence the consideration of their Bid shall render the Bid liable to summary rejection. In the case of there being a number of bidders quoting same rates thereby forming a cartel to jack up the prices, the SBD's of such bidders shall be summarily rejected.

The Owner reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.

23 Notification of Award

Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

The Owner shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

24 Signing the Contract Agreement

At the same time as the Owner notifies the successful Bidder that its bid has been accepted, the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. The Contract Agreement shall be prepared within Fifteen (15) days

of the Notification of Award and the successful Bidder and the Owner shall sign and date the Contract Agreement immediately thereafter.

25 PERFORMANCE GUARANTEE TOWARDS EXECUTION PERIOD

The successful bidder should be paid Performance Guarantee towards execution period within 15 days after issuance of LOA for an amount equal to 5% (Five Percent) of the total Contract Value towards faithful performance of the Contract in accordance with the terms and conditions specified therein.

The Performance Guarantee is payable as for the option of DGVCL by:

- (a) If Performance Guarantee amount is less than Rs. 1 Lakh, it shall be paid either by Demand Draft or Banker's Cheque (on any Nationalized /schedule Bank Payable at **Dgvcl@Valsad** or Cash (up to Rs. 10,000/- Only).
- (b) Otherwise it shall be paid either by Demand Draft or Banker Cheque (on any Nationalized /schedule Bank Payable at _____) or Bank Guarantees of specified Banks as notified by Finance Department of Government of Gujarat time to time in this regard.

In the case of Bank Guarantee, you should undertake to renew the guarantee one-month before the expiry of the validity date failing which DGVCL will encash the Bank Guarantee. The Performance Guarantee will be returned to the Contractor without any interest after completion of guarantee period.

NOTE: The supplier may submit single or separate Bank Guarantee, to cover execution period and Guarantee period, equivalent to higher of Two Bank Guarantees i.e Security Deposit and Performance Guarantee as mentioned in Clause No: -25 and 26 of tender's terms and condition mentioned in Instructions to Bidders.

It should be valid till the completion of Guarantee / Warrantee period including additional one month; i.e. total duration of Bank Guarantee will be from twelve months of Date of Work Order plus twelve months of Warrantee period plus additional 1 months.

However, in case of the delay in execution, the contractor shall have to extend such Bank Guarantee Accordingly.

26 GUARANTEES

The Contractor shall guarantee in accordance with the Contract documents and free from defects in material/equipment supplied by contractor like Indoor / Outdoor / Joint kits, HDPE Pipes etc. and workmanship for a period of twelve (12) calendar months from date of completion of sub work order by contractor. For the same, sticker must be provided incorporating Date of Installation and due date of guarantee on materials used by Successful Bidder.

27 INDEMNITY BOND

The successful bidder will have to give indemnity bond to DGVCL 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.

27 JURISDICTION OF CONTRACT

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

28 COMPLETION PERIOD

The execution of this contract shall be completed within 12/18/24/36 months after commencement period of 30 days from the date of letter of acceptance (LOA).

The concern field office of _____ Division / _____ Circle will issue sub work order as a part of Contract as per requirement. The work completion period of each sub work order will be decided by concern Engineer-in-Charge from the date of issue of sub work order.

The work completion period of all sub work orders cannot exceed the total period of original work order.

The completion date will be deemed to be the date on which all works of the sub work orders are demonstrated to be completed in all respects as per the terms and conditions of this contract to the satisfaction of the DGVCL / Engineer.

Successful bidder has to submit technical specification & drawing for HDPE Pipes, Indoor & Outdoor termination kits, Joint Kits etc. for necessary approval during commencement period for the material he wishes to utilize actually.

29 CONFLICT OF INTEREST AMONG BIDDERS / AGENTS

A bidder shall not have conflict of interest with other bidders. 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, if:

- a) they have proprietor/ partner(s)/ Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;
or
- c) they have the same legal representative/ agent for purposes of this bid; or
- 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

- 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.
- 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 authorize only one agent/ dealer. There can be only one bid from the following:
 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/ foreign agent on behalf of only one principal.
- 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;
- 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.
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid; give a declaration, that bidder shall not have conflict of interest with other bidders, as above.

30 CARTEL

If, the Company during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the existence of cartel formation amongst the bidders or apprehends the possibilities of cartel as defined under The Competition Act, 2002, the Board of the Company being a government Company involved in public procurement work, reserve all rights to allot quantities to such bidders, who are not part of the cartel, in any manner deemed fit in the interest of the Company without assigning any reason thereof.

Besides the above the purchaser Company, may initiate actions under the Competition Act/ other laws and / or the bidder(s)/ firm(s) will be black listed / stop deal, at its sole discretion.



GENERAL INFORMATION ABOUT THE BIDDER

(To be completely filled by the bidder)

1.	Name of the Bidder	
2	Postal Address	
3	Telephone nos. Fax no. Mobile no:	
4	e-mail address & URL	
5	Type of Company Attach Proof of Company Registration along with a copy of the Partnership Deed/ Article of Association and Memorandum of Understanding	Proprietorship/ Partnership/ Private Limited/ Public Limited
6	Name and designation of the representative of the Bidder to whom all reference shall be made to expedite technical co-ordination.	
7	Office Address	
8	Stores Address where materials issued by DGVCL will be stored	1) 2) 3)
9	Store Documents to be submitted (Rental/ DGVCL)	
10	Office Telephone/Fax no.	
11	Office e-mail address	
12	Permanent Account Number(PAN),	
13	GST Number	
14	PF No.	
15	Electrical Contractor/Labour License No.	
16	Insurance Policy No. and for nos. of Labours in the name of bidder	Policy No. _____ Nos. of Labours Insured in this policy _____
17	Adhaar Card No.(Optional)	

It is certified that the information provided above is true to the best of my knowledge and belief. If any information found to be concealed, suppressed or incorrect at later date, our tender shall be liable to rejected and our company debarred from executing any business with DGVCL.

SECTION 2: GENERAL CONDITION OF CONTRACT

1 DEFINITION

The "OWNER" shall mean the "DGVCL NAME" GUJARAT VIJ COMPANY LIMITED, having its Circle / Division office at _____, Gujarat, India.

The "Contractor" / Successful Bidders shall mean the Bidders; whose Bid has been accepted by the DGVCL for award of the contract and shall include his authorized representatives.

The "Engineer-in-Charge" shall mean the authorized officer of the DGVCL to act as Engineer-in-Charge to supervise the work – for the purpose of the contract.

The "Specification" shall mean the Bid forming a part of the contract along with Performa, schedules and drawings.

The "Order" shall mean the official letter issued by the DGVCL, informing the bidder that his Bid has been accepted.

The "Contract" shall mean the agreement to be entered into by the DGVCL with the contractor and shall include the commercial technical and general conditions, schedules, drawings and any other conditions specifically agreed between the parties forming a part of the contract.

The "EMD" shall mean Earnest Money Deposit.

The "Contract Value" shall mean the total amount indicated in the contract agreement as per order placed by the DGVCL and calculated from the quantities indicated in the Bid.

The "Completion Period" shall mean the period starting from the date of issue of "Order" and required to complete the work in all respect.

The "Similar Work" shall mean activities to carry HT / LT underground cable laying network with terminations for Distribution System.

"Inspector" shall mean the any person nominated by DGVCL from time to time to inspect the works under the contract and/or duly authorized representative of the DGVCL.

"Letter of Award" shall mean the official notice issued by the DGVCL notifying the contractor that his bid has been accepted.

"Date of Commencement" is the date when LOA placed by the Owner.

"Date of Contract" Shall mean the date on which Letter of award has been issued.

"Month" shall mean the calendar month day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

"A Week" shall mean the continuous period of seven days.

'Commissioning' shall mean integrated activity covered under 'Pre-commissioning Operation', 'Initial Operation', 'Trial Operation' and carrying out 'Performance Tests'.

HT means High Tension

U/G means Under Ground.

"New Bidder" shall mean the bidders who are participating without qualification criteria mentioned under Section 1 Instructions to bidders Clause No. 4 Qualifying Criteria and remaining bidders in line with the same clause will be considered as an "experienced / regular bidders".

2 GENERAL

The price bid submitted by the contractor shall include all duties, taxes, insurance, freight etc., and any other taxes that may be levied in accordance with the laws and regulations.

- 2.1 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 DGVCL in order that such doubts are removed.
- 2.2 The successful 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.
- 2.3 Notices, Statements and other communications sent by DGVCL 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 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 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.
- 2.4 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.
- 2.5 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 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.
- 2.6 DGVCL 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 DGVCL is stored. All the works shall be carried out by the Bidder to the satisfaction of DGVCL.
- 2.7 The quantities mentioned in the accompanying schedule B are only approximate same may decrease or increase. The DGVCL 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.
- 2.8 No higher rate or revised rate will be application for the work, if work is held-up/closed due to whatever so reasons.
- 2.9 Price shall not be changed subject to any upward/downward revision on any account whatsoever through the period of contract.
- 2.10 All other general terms and conditions as prevailing in the DGVCL shall be applicable to this work contract.
- 2.11 The successful bidder has to co-ordinate and co-operate fully with Engineer In Charge



- and for execution of the works.
- 2.12 Either successful bidder or successful bidder's authorized person should contact our Engineer In Charge as well as Division Office, _____ daily for the availability of materials required for this work, failing to which this work order shall be terminated without giving any notice.
- 2.13 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.
- 2.14 In case of any dispute/doubt, the decision of Superintending/Executive Engineer _____ Circle/Division shall be unchallengeable and final, which will be binding to the contractor.
- 2.15 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.
- 2.16 The successful bidder will have to make his own arrangement for required all kinds of tools, tackles, required for the execution of work.
- 2.17 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.
- 2.18 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.
- 2.19 The contractor must engage sufficient knowledgeable person round the clock, exclusively for execution of work.
- 2.20 Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
- 2.21 The DGVCL shall deduct the Income-Tax and other taxes as per prevailing rules of all relevant Govt. Authorities from the bill.
- 2.22 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.
- 2.23 The tender includes 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.
- 2.24 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.
- 2.25 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.
- 2.26 All the materials issued by DGVCL shall be transported to the work site on same day and to be preserved in safe custody failing to which DGVCL shall initiate Police action. Similarly, as per instruction of Engineer in Charge, you have to credit the material at DGVCL store without any loss of time failing to which DGVCL shall initiate Police action.



- 2.27 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, _____ Circle/Division shall be recovered from successful bidder's bill as a penalty with applicable GST.
- 2.28 No tools, tackles, manpower, crane facilities etc. will be provided by the DGVCL.
- 2.29 The contractor has to follow all labour laws, safety rules and regulations. The DGVCL 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.
- 2.30 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.
- 2.31 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 DGVCL.
- 2.32 As 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.
- 2.33 The 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.
- 2.34 The 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.
- 2.35 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.
- 2.36 Under 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.
- 2.37 All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.
- 2.38 The law applicable to the contract shall be the laws in force in India. The courts of _____ shall have exclusive jurisdiction in all matters arising under the contract.
- 2.39 The contractor shall submit the CAR (Contractor All Risks) policy for the awarded value of work and valid for the entire duration of the work including extending period of work, if any. The contractor shall provide to the Owner, copy of insurance policies and documents taken out by him, in pursuance of the contract, immediately after such insurance coverage. If the contractor fails to effect and keep in force insurance, as per the term of contract, the Owner may effect and keep in force such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid, from any money due or which may be come due to the contractor, or recover the same as debit due from the contractor.
- 2.40 The contractor shall be responsible for preparing all claims and make good for all damages or Loss by way of repairs and or replacement of portion of any works damaged or lost. The transfer of title shall not in any way relieve the contractor of his responsibility during the period of contract including the defect liability period.

- 2.41 The contractor shall abide by the local laws and regulations governing labour and applicable from time to time. During continuance of the contract the contractor shall abide at all times by all existing labour enactments and rules made their under, regulations notification and byelaws of State and Central Govt. of Local authority and any other labour law (including rules, regulations bylaws that may be passed or notifications that may be issued under any labour in future either by the state or the central govt. or the local authority)
- 2.42 Nothing shall be paid for any loss or damage done due to rains, floods, or any other act of God during the execution period, trial run & defect liability period. The payment shall be made only for material/works acceptable to the Department.
- 2.43 Material purchased in excess shall not be measured and paid for and if not removed from the site within one month after completion of work, the material shall become the property of DGVCL and no claim on this account shall be entertained.
- 2.44 The contractor shall provide suitable measuring equipment /arrangement at site for checking of various material supplied by him.
- 2.45 In case of duplicity/variations/contradiction of terms and condition in the printed Bid documents and special terms and conditions, the terms and conditions mentioned in the special terms and conditions shall prevail.
- 2.46 The Owner reserves the right of modification of layout plans, if found necessary, before actual execution of work even after designing the same, nothing extra shall be payable to the firm for these changes in the layout plan.
- 2.47 Contractual agency shall bear the cost of repairing the damages of other utility services like water, telecom, road or sewerage during excavation of electrical cable trench. Suitable measures to be adopted during road crossing and cutting of metaled portion of the road including taking prior permission from the concerned department. DGVCL will not involve in the coordination with the other utility services although for the sake of the progress of the project they may take initiatives.

3. ENGINEER-IN-CHARGE'S REPRESENTATIVE

- (i) The Owner will appoint any of his officers or any agency as the case may be as engineer-in-charge to deal with all the matters related to the execution and operation of contract.
- (ii) However, the Owner/Owner's representatives reserves the right in checking/tests checking of the operation of the contract in respect of quality, testing, and measurement of works either directly or through a separate agency or both.
- (iii) The Engineer-in-charges representative may appoint any number of persons to assist the Engineer-in- Charges Representative in carrying out of his duties. He shall notify to the contractor the names, duties and the scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to `secure their acceptance of materials plants or workmanship as being in accordance with the contractor, and any instructions given by any of them for those purpose shall be deemed to have been given by the Engineer-in-charge's Representative.

4 GENERAL OBLIGATIONS

4.1 Contractor's general responsibilities

The contractor shall with due care and diligence (to the extent provided in the contract) execute and complete the work and remedy any defects therein in accordance with the provisions of the contract. The contractor shall provide all supervisory, labour, materials, plant, construction equipment and all other things, whether of temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract. The contractor shall provide the same in specified form which is reasonably to be inferred from the contract. The contractor shall promptly notify the Owner and the Engineer-in-charge of any effort, omission, fault or any other defect in the design or specifications for the work which he discovers when reviewing the contract documents or in the process of execution of the works. The contractor shall take the full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the contract shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the specification of works, not prepared by the contractor. Whereas this contract expressly provides that all of the components of this work shall be designed by the contractor, he shall be fully responsible for all the works, notwithstanding any approval by the Engineer-in-charge.

4.2 Inspection of site

The contractor shall deem to have inspected the site and examined its surroundings and collected information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time, at his own responsibility and expense) before submitting his bid, as to:

- (a) the form and nature thereof, including the sub surface conditions
- (b) the hydrological and climatic conditions
- (c) the extent and nature of work, labour and materials necessary for speedy execution of the works, their availability and other related matters and remedying of any defects therein, and
- (d) The means of access to the site and accommodation he may require. And in general, shall be deemed to have obtained all necessary information as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his bid.

4.3 Sufficiency of Bid

The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Bid and of the rates and prices stated in the bill of quantities all of which shall except in so far as it is otherwise provided in the contract, cover all his obligations under the contract (including those in respect of the supply of good, materials, plant or services) and all matters and things necessary for the proper execution and completion of the works and remedying of any defects therein. The rate quoted against each item or work shall be for the complete finished item of work and shall be inclusive of all taxes duties and all cost and expenses which may be required in and for execution and full protection of the work as described together with all general risks/liabilities and obligations set forth or implied in the documents on which the Bid is based. The rates quoted against each item in the bill of quantities shall be deemed to cater for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of works and the contractor is not entitled to make any extra claim on this account.

4.4 Work to be in accordance with contract

Unless it is legally or physically impossible, the contractor shall execute and complete the works and remedy any defects therein in strict accordance with the contract to the satisfaction of the Engineer-in-charge. The contractor shall comply with and adhere strictly to the Engineer-in-charge's instruction on any matter, whether mentioned in the contract or not, touching or concerning the work. The contractor shall take instructions only from the Engineer-in-Charge or from the Engineer-in-charges representative.

4.5 Engineer-in-charge at Liberty to Object

The Engineer-in-charge shall be at liberty to object to and require the contractor to remove forthwith from the works any persons provided by the contractor who, in the opinion of the Owner/Engineer-in-charge, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Engineer-in-charge to be undesirable, and such persons shall not be again allowed upon the works without the consent of the Engineer-in-charge. Any person so removed from the works shall be replaced as soon as possible.

4.6 Setting out

The contractor shall be responsible for:

- (a) The accurate setting out of the works in relation to original points, lines and levels, of reference given by the Engineer-in-charge in writing based on approved survey data.
- (b) The correctness of the position, levels, dimensions and alignments of all part of the works.
- (c) The provision of all necessary instruments, appliances and labour in connection with the forgoing responsibilities, if, at any time during the execution of the works any error appears in the position, levels, dimensions or alignment of any part of the works the contractor on being required to do so by the Engineer-in-Charge, shall at his own cost rectify such error to the satisfaction of Engineer-in-Charge, unless such error is based on incorrect data supplied in writing by the Engineer-in-Charge.
- (d) The checking of any setting - out or of any Line or level by the Engineer-in-Charge shall not in any way relieve the contractor of his responsibility for the accuracy thereof and the contractor shall carefully protect and preserve all bench marks sight - rails, pegs and other things used in setting out of the works.

4.7 Safety, Security and Protection of the Environment

The contractor shall throughout the execution and completion of the works and the remedying of any defects therein;

- (a) Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the works (the same are not completed or occupied by the Owner) in an orderly state appropriate to the avoidance of danger to such persons.
- (b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or others.
- (c) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or operation. In case of the failure on the part of the contractor on above accounts, the consequences of the same shall be borne by the contractor. Alternatively, the Engineer-in-Charge may take reasonable steps to comply with the above at the risk and cost of the contractor.

4.8 Care of works

The contractor shall take full responsibility for the care of the works and materials and plant for incorporation therein from the commencement date until the date of issue of the taking over certificate for the whole of the works, when the responsibility for the said care shall subject to pass to the Owner provided that;

(a) If the Engineer-in-Charge issues a taking over certificate for any section or part of the works, the contractor shall cease to be liable for the care of that section or part from the date of issuing of the taking over certificate, when the responsibility for the care of that section shall pass to the Owner, and

(b) The contractor shall take full responsibility for the care of any outstanding works and materials and plant for incorporation therein he undertakes to or is otherwise required to finish during the defects liabilities period along with the defects if any until such outstanding works have been completed.

4.9 Responsibility to Rectify or Damage

If any loss or damage happens to the works or any part thereof, or materials or plant for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in sub clause 5.11 of Instructions to Bidder, the contractor shall at his own cost, rectify such loss or damage so that the works conform in every respect with the provision of the contract to the satisfaction of the Engineer-in-Charge.

4.10 Owner's Risks

(a) The Owner's risks are;

- 1) War, hostilities (whether war be declared or not) invasion act of foreign enemies.
- 2) Rebellion, revolution, insurrection or military or usurped power or civil war.
- 3) Pressure waves caused by aircraft or other Aerial devices traveling at sonic or supersonic speeds.

(b) Loss or damage due to the use or occupation by the Owner of any section of part of the works except as may be provided for the contract.

(c) Any operation of the forces of nature (in so far as it occurs on the site) such as earthquakes, tornado, lightening and unprecedented floods etc. against which an experienced contractor could not reasonably have been expected to take precautions.

4.11 Fossils

All fossils, coins, articles of value or antiquities and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be deemed to be absolute property of the Owner and the contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the Engineer-in-Charge or Engineer-in-Charge's representative of such discovery and carry out the Engineer-in-Charge instructions for dealing with the same.

4.12 Underground works

During excavation if existing underground network are noticed and the same is needed to be removed / relocated, the cost of removal / relocation shall be determined by the Engineer-in-Charge, on the basis of awarded rate of contract or SOR rate of DGVCL / State Government / Central Government Utilities and reimbursed to the contractor after getting approval of AT as per DOP of DGVCL. Other than power utility, Engineer – in – Charge shall inform concerned stakeholders for relocating the same.

4.13 Taking Over

Upon successful Trial – Operation of the Facilities or any part thereof, the Owner shall issue to the Contractor a Taking Over Certificate as a proof of the acceptance of the Facilities or any part thereof. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate. If within twenty-one (21) days after receipt of the Contractor's notice, the Owner fails to issue the Taking Over Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Owner has not issued the Taking Over Certificate, the Facilities or the relevant part thereof shall be deemed to have been Taken Over as at the date of the Contractor's said notice. Upon Taking Over of the Facilities or any part thereof, the Owner shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

4.14 Allotment of Material and Its Storage

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

4.15 Account of material issued

The 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.

The successful bidder has to maintain site register, covering all the daily details of material receipt and utilization, progress of work etc. The successful bidder shall bound provision made for issuance of material to agency in E-urja system of DGVCL. 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.

After completion of the work against each Sub Work Order, all the surplus materials issued by the DGVCL shall be returned by you to the respective divisional /Regional stores only at contractor's cost. Such Material shall not be credited in S/Dn store.

5 MATERIALS HANDLING AND STORAGE

5.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.

5.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc., for the purpose of Engineer's information

only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and / or in storage and erection of the equipment at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.

5.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment materials received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.

5.4 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.

5.5 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.

5.6 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

6 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

7 INSURANCE

7.1 COMPREHENSIVE GENERAL LIABILITY INSURANCE: The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. The above is only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

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

7.3 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or

replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

7.4 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

7.5 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.

7.6 The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.

7.9 Storage-cum-Insurance:

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

7.10 Workmen's Compensation Insurance

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

Workmen's Compensation -As per statutory Provisions

Employee's liability -As per statutory Provisions

7.11 Comprehensive General Liability Insurance

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

8 UNFAVOURABLE WORKING CONDITIONS

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

9 WORK & SAFETY REGULATIONS

The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to DGVCL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.

All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of DGVCL in this regard.

Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried- out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.

The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.

The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.

The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by DGVCL to handle such fuses, wiring or electrical equipment Before the Contractor connects any electrical appliances to any plug or socket belonging to the another Contractor or Owner, he shall:

- a. Satisfy the Engineer in charge that the appliance is in good working condition;
- b. Inform the Engineer in charge of the maximum current rating, voltage and phases of the appliances; Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.

The Engineer will not grant permission to connect until he is satisfied that;

The appliance is in good condition and is fitted with suitable plug;

The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.

In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.

The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following.

Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.

No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.

There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.

Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled. The Contractor shall follow and comply with all DGVCL Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and DGVCL Safety Rules referred above, the latter shall be binding on the Contractor.

In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner.

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

In case of bid found quoted with abnormally low rates, DGVCLs may reject the offer at its sole discretion after examining quality and resources of bidders with due approval of next higher authority.

11 QUANTITY DISTRIBUTION

11.1 DGVCL may allot quantity to L-1, L-2 and so on bidders depending on the requirement subject to matching final rate of L1 bidder.

11.2 The competent authority of the DGVCL as per delegation of power shall decide to consider nos. of bidders for placement of order under ARC, at its own discretion and considering field requirement. However, DGVCL would not place order on more than 50% of the total bidders who are bidding for the order.

11.3. If L1 bidder is experienced / regular bidder, heavy weightage in order placement will be given to L1 bidder.

11.3.1 Total amount / quantity allotted to new bidders shall be restricted up to 25% of tender quantity / amount.

11.3.2 If L1 is new bidder, they will get heavy weightage in amount / quantity allotment from the total amount / quantity allotted to new bidders.

(Note: The said clause is applicable to the ARC tender. If tender is invited with value more than Rs. 5 Lakhs for specific single work, experience criteria may be kept in line with Clause No: 4. Accordingly, this clause may be adopted / deleted while inviting tenders).

12 ADDITIONAL ORDER

The Company may place additional order after obtaining written consent of successful contractor, provided there is no conspicuous downtrend in the price of such item after obtaining approval from next authority of order approving authority.

The Company reserve the right to place repeat orders / additional orders on the successful Tenderers up to 25% of the original quantity of the A/T at the same Prices, Terms and Conditions stipulated in the original contract within completion of contractual period. If, repeat order is placed in the last month of Contractual delivery schedule of main order, commencement period of one month should be given for repeat order. The delivery schedule for repeat order should be given considering proportionate delivery schedule of main order and it will be started on completion of contractual delivery schedule of main order. However, in special circumstances the Company may place repeat order for 25% of the original quantity of the A/T with early delivery schedule of material, as mutually agreed upon.

The company reserves the right to reduce the quantity, if required.

13 CHANGE OF QUANTITY

During the execution of the Contract, the DGVCL reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying GCC and/or Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 30% (Thirty Percent) of the contract price by way of suitable amendment to the contract.

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 derived and subjected to mutual agreement.

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

14 CODE REQUIREMENTS

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

15 COMPLIANCE WITH LAWS

- a. The Contract shall in all respects be interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.
- b. The Contractor shall be fully responsible for deducting the P.F. of the employees / labour Working under him as per statutory regulations and depositing the same with the concerned authorities.
- c. The Contractor shall comply with the relevant laws of India.

16 ACCIDENTS

The Contractor shall be liable for and shall indemnify the Employer against all losses, expenses or claims arising in connection with the death of or injury to any person employed of the Contractor or his sub- Contractors for the purposes of the Works.

17 FORCE MAJEURE

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

- 17.1 War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- 17.2 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;
- 17.3 Rebellion, revolution, insurrection, military or usurped power and civil war;
- 17.4 Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- 17.5 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.
- 17.6 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.
- 17.7 Upon the occurrence of any circumstances of Force Majeure, the Contractor shall endeavor 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.
- 17.8 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.

18 TAXES AND DUTIES

- 18.1 Bought out items from vendors/sub-suppliers:
All levies, duties, GST and Cess etc. payable on equipment/material components, sub-assemblies, raw materials and any other items used for the bidder's consumption or dispatched directly to the owner from its sub-supplier and any such taxes, duties levies additionally payable shall be to bidders account and no separate claim on this behalf shall be entertained by the DGVCL.
- 18.2 DGVCL's GSTIN Registration Nos. is **24AAACU6551F1Z1**

- 18.3 The bidder shall be liable and responsible for payment of all taxes as attracted under the Provisions of the law.
- 18.4 "In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay new tax or duty, then the owner shall reimburse the contractor the new tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner."
- 18.5 At the time of payment, statutory deduction will be made as per applicable rules and rates for TDS, WCT, welfare cess etc. All other statutory liabilities towards contract will be on the part of contractor.
- 18.6 Before quoting, the bidder may ascertain from the concerned tax authorities of Government the applicability of GST and Cess, etc. in respect of this work. No separate claim in this regard will be entertained by the DGVCL, as it is the responsibility of the Bidder to pay all these taxes.
- 18.7 Tax collected at source will be payable as per provision of income tax act 1961 on submission of documentary evidence by eligible contractor to the satisfaction of DGVCL.
- 18.8 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).
- 18.9 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 COMPANY 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 /COMPANY making any specific Claim, for the same, either from the Department or from you.
- 18.10 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 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.
- 18.11 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 Bidder. 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.
- 18.12 Supplier/Contractor should charge GST in Invoice at the rate as agreed to mention in acceptance of Bid 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 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.

- 18.13 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.
- 18.14 In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of DGVCL's statutory variation clause shall apply.

18.15 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

19 Statutory Variation / Changes in Taxes

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 in the taxes subsequent to your offer if it takes place within the contract period will be DGVCL account subject to the claim being supported by documentary evidence. However, if any decrease takes place during contract period the advantage will have to be passed on DGVCL.

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

20 Taxes, Permits & Licenses

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

INCOME TAX –TDS & GST-TDS

- 20.2 "Income-tax at source & GST-TDS at the prevailing rates will be deducted from bills in accordance with the provision of Income-Tax Laws and Goods Service Tax Act and to that effect a certificate will be issued to the contractor as per provision of relevant act, however added as contractor has to submit separate invoice for supply parts item as well as works part item separately, otherwise TDS will be deducted on entire invoice value."
- 20.3 Applicable welfare cess will be deducted from contractors each bill by DGVCL to pay the same to the respective Govt. Department. Tax will be deducted as per applicable statutory rules. Contractor should quote accordingly i.e. inclusive of welfare cess.

21 COMPLIANCE OF LAWS

The successful bidder will certify that he has complied with the provisions of Industrial & Labor Laws including PF Act, ESI Act etc. as may be applicable. Copy of challans of PF related to be submitted along with bill.

22 LIABILITIES FOR ACCIDENTS AND DAMAGES

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

23 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

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

The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

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

24 ARBITRATION

- a. All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner here in after provided.
- b. The arbitration shall be conducted in accordance with provisions of Indian Arbitration Act 1996 or latest amendment thereof.
- c. The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrator to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.
- d. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrator on any matter whatsoever relevant to the dispute or difference referred to the arbitrator as aforesaid.

e. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

THE REFERENCE TO ARBITRATION PROCEEDINGS UNDER THIS CLAUSE SHALL NOT

- i. Affect the right of the Engineer -in charge to take possession of all or any tools, plants, materials and stores, in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
- ii. Preclude the Engineer-in charge from utilizing the materials purchased by the Contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under General Conditions.
- iii. Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the prevision of General Conditions for the work where there is no specification.
- iv. Preclude the DGVCL from getting the work done by another agency. Neither party is entitled to bring a claim to arbitration latest by thirty days after the expiration of the defects liability period.

All questions, disputes or differences whatsoever, which may, at any time, arise between the parties i.e. **DGVCL** and the contractor upon or in relation to or in connection with the Contract shall be referred to sole Arbitrator appointed by the Managing Director **DGVCL** for that purpose, who shall be retired High Court Judge or a retired District Judge and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the Arbitrator shall be final and binding upon the parties governed by the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time and the Rules made there under. The Arbitration proceedings shall be conducted at _____ of **DGVCL** or at any such place as the sole Arbitrator may determine. The award of the sole Arbitrator shall be final and binding upon the parties. Performance under this contract shall, if reasonably possible, continue during the Arbitration proceedings and no payments due or payable by **DGVCL** shall be withheld unless they are the subject matter of the Arbitration proceeding.

RESOLUTION OF DISPUTES, SETTLEMENT OF DISPUTES

- a. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- b. If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.
- c. Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given

effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

- d. If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

25 EMPLOYMENT OF LABOUR

Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.

Contractor shall maintain a valid labour license under the Contract Labour (Regulation and Abolition) Act for employing necessary manpower required by him. In the absence of such a license, the contract shall be liable to be terminated without assigning any reason thereof. Contractor should also employ qualified and experienced persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.

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

26 PROVIDENT FUND AND FAMILY PENSION SCHEME

The Contractor shall submit along with his bills (month wise) a Statement regarding deduction against employees Provident Fund and Family Pension Scheme in respect of each concerned employee. The contractor's contribution and the workers' contribution towards Provident Fund and Family Pension Scheme shall be done at the rate made applicable by the Government from time to time and deposited by the contractor with Regional Provident Fund Commissioner.

27 SAFETY CODE

General Contractor shall adhere to the safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein.

Safety Regulation: In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all the safety provisions as per safety code of Indian Standards Institution, the Electricity Act and such other acts as applicable.

The contractor shall observe and abide by all fire and safety regulations.

First Aid: Contractor shall maintain adequate first aid facilities for its employees and labour, an MBBS doctor with assisting nurses and helpers should be available throughout the pendency of the contract. Contractor shall make outside arrangements for Ambulance service and for the treatment of injuries. Names of those providing these services shall be furnished to the Owner and their telephone numbers shall be prominently posted in contractor's field office.

All critical industrial injuries shall be reported promptly to the Owner, and a copy of the contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

Contractor's Barricades and lighting Arrangement: Contractor shall erect and maintain barricades required in connection with his operations to guard the excavations and Hoisting Areas. These should be properly lighted during the night.

Excavation and Trenches: All trenches 1.2meters or more in depth shall at all times be supplied with at least one ladder for each 50 meters Length or fraction thereof. Ladder shall be extended from bottom of the trench to at least one meter above the surface of the ground. The sides of the trenches, which are 1.5 meters in depth, shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

Cares in Handling Inflammable Gas: The contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable Liquids/paints etc. as required under the law and/ or as advised by the Fire Authorities.

Preservation of Peace: The contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the work in the event of the Owner requiring the maintenance of a special police force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the contractor and if paid by the Owner, shall be recoverable from the contractor.

Outbreak of Infectious Disease: The contractor shall remove from his camp such labour and their families who refuse to protective inoculation and vaccination when called upon to do so by the Engineer-in-Charges representative. Should Cholera, Plague or other infectious diseases break out, the contractor shall burn the huts, beddings, clothes and other belonging used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer-in-Charge failing which, within the time specified in the Engineer-in-Charge's requisition, the work may be done by the Owner and the cost thereof recovered from the contractor.

Use of intoxicants: The unauthorized sale of spirits or other intoxicating beverages upon the work in any of the buildings, encampments or tenements owned, occupied, by or within the control of the contractor, is prohibited and the contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

Change in Laws and Regulations: If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the

Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor for which the Owner shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

28 FUNCTIONAL AND COMPOSITE TESTING

Following test shall be conducted on equipment after completion of erection in the presence of Engineer- in-charge from point of view of completeness in the presence of DGVCL's Authorized Representative.

- Visual inspection of total system.
- Checking of continuity of power and HT cables.
- Checking of cable terminations and laying, dressing etc. in the equipment kiosk.
- Checking of safe accessibility of components.
- The insulation resistance test shall be carried out by 2500V Megger for HV Installation.

29 REGULATIONS OF LOCAL AUTHORITIES AND STATUTES

The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub- Contractor. He shall abide by labour laws.

All initial registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be borne by the contractor.

30 OWNER'S LIEN ON EQUIPMENT

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

31 LINES AND GRADES

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

32 PENALTY FOR DELAY

- 32.1 The time limit allowed for carrying out the work as entered in Bid shall strictly observed by the contractor. The work shall throughout the stipulated period of contract proceeds with due diligence (time being essence of the contract).
- 32.2 The execution of this contract shall be completed within 12/24/36 months after commencement period of 30 days from the date of letter of acceptance (LOA).
- 32.3 **If the work is not completed within the scheduled period as prescribed in Sub Work Order, penalty shall be @ 0.5% per Week or part thereof plus applicable tax (if any) subject to ceiling of 10% plus applicable tax (if any) of the Sub Order Value with GST and Cess as applicable rates. This will be deducted from the bills payable either against this contract or any bank guarantee or any other amount payable under any contract with the DGVCL.**
- 32.4 **For calculating delayed portion, 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 and final date of actual completion of work shall be consider.** The penalty will be invariably deducted from the bill of the contractor and no refund will be given unless the competent authority approved the waiver/ reduction in penalty. In case of material supplied late by DGVCL to the contractor, clause no. 32.13 shall be applicable.
- 32.5 The concern field office of _____ Division / _____ Circle will issue sub work order as a part of contract as per requirement. The work completion period of each sub work order will be decided by concern Engineer-in-Charge from the date of issue of sub work order. The delay of commissioning is liable for penalty.
- 32.6 **Penalty for non-submission of bills timely:** Sub work order wise bill along with excess material credited to store to be submitted by contractor within 30 days from the date of work completion. If the bill for the work, after reconciling inventory given to contractor and depositing back the surplus material to respective RSO / Divisional Stores, is not submitted within three months from the work completion date as per work completion date, then penalty @ Rs. 500 per week or part thereof plus applicable GST subject to maximum of 10% of order value plus applicable GST will be deducted.
- 32.7 **Penalty for violating safety rules:** During the execution of Work, if Contractor/Labour are found violating 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 higher) with GST and cess. Even If after above two instances, still Contractor found violating Safety Rules and Regulations then Procedures for Stop dealing shall be initiated against him as per rules and regulations.
- 32.8 **Further, it is to state that in rainy season and / or for any other reasons beyond the control of contractor and / or if Municipal Corporation or Nagarpalika or Local Government Bodies or any other utilities do not allow to execute work or any ROW issues; stoppage period will be allowed for such period subject to submission of representation with documentary evidences. Stoppage Period will be approved by next higher authority of order approving authority.**
- 32.9 **FORCE MAJEURE CLAUSE"**

"If, at any time 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 within twenty one days from the date of occurrence there of 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 nonperformance 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.

Extension in Contractual Period:

- 32.10 It will be Contractor's responsibility to ensure that work is completed in stipulated time limit. However, if on account of reasons beyond one's control as laid down in the Force Major Conditions, DGVCL may consider extension of contractual period with or without statutory variations and with or without price variation.
- 32.11 In case of any non-supply of materials from stores, the contractor will have to intimate the Sub-Division Office or Division office quoting the MR No and date for non-receipt of materials. The intimation will be considered for extension in time limit. The time limit will be considered on the basis of number of "Working Days" or "Months".
- 32.12 It will be the responsibility of the contractor to intimate the closing down and recommencement of work at all stages to the engineer in charge or vice versa in writing with reason for the closing down of the work with specific of days for which work will remain closed.
- 32.13 In case of failure on the part of the contractor, his claim for extension of time limit will be entertained with penalty.
- 32.14 In case, intimation is not given in these regard, the reason for delay will not be accepted.
- 32.15 However, time limit extensions will be considered only after execution of the sub work order fully and upon submission of documentary evidence for the reasons of delay. **Extension of Contractual period will be approved by next higher authority of order approving authority.**

33 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

- Empty Iron Drum (Assorted Sizes 1000Mtr) : Rs. 10000.00 per Drum

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

34 PAYMENT TERMS

The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works / Order and on fulfillment by the Contractor of all his liabilities under the Contract.

➤ Currency of Payment

All payments under the Contract shall be in Indian Rupees only.

➤ Mode of Payment

All payments under the Contract shall be made after the issue of work certificates by the Engineer in charge, for the quantum of work completed.

➤ Deductions from Contract Price

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, or any other retention award will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

➤ Terms of Payment

The owner shall pay to the Contractor as per the terms of payment mentioned hereunder:

1. The bidder shall raise sub work order wise bills only after completion of all the specified activities complete for each sub work order.
2. Bills will be processed and paid within 30 days after submission bills.
3. 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 and bills thereof for any of the three previously issued Sub Work Orders.
4. The order value is based on the quantity, unit rates and values quoted and shall be subject adjustment based on actual quantities executed and certified by the Engineer – in – Charge.
5. Payment of the actual material used and work done will be paid on above basis.

➤ Presentation of Bills

- The bills along with required documents for work executed including cost of material consumed is to be prepared in Quadruplicate and submitted 03 copies to the concern Deputy Engineer of Sub Division Office. These bills shall be serially numbered.
- Contractor has to submit Bills along with required documents for work executed including cost of material consumed material account along with quantities of work executed for each item. Location wise inventory of all the material used is to be submitted in detail. All required documents including EPF should be produced by the contractor along with bills.
- For non-submission or part submission of above information, no bills shall be processed.

35. SECRECY:

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of DGVCL 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 DGVCL only and no part or partial should be reproduced, copied or alter without prior permission to DGVCL in writing. In the event of the breach of this provision, DGVCL can claim the damages caused by such events.

36. DISCONTINUATION FOR INSOLVENCY

DGVCL may at any time terminate the Contract by giving Notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In such event, discontinuation will be without compensation to the Contractor, provided that such discontinuation will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to DGVCL.

37. MINOR CIVIL WORKS:

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

38. FRUSTRATION OF CONTRACT

- a) In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 10.3 below.
- b) In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of willful or flagrant breach by the Owner) and/or Contractor then the works under the Contract shall be suspended.

Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

In the event referred to in sub-clauses 10.1 & 10.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on quantum merit_ basis which shall be determined by mutual agreement between the parties.

39. CONTRACTOR'S FIELD OPERATION

- a. The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities

towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

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

40.0 CO-OPERATION WITH OTHER CONTRACTORS

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

41. PROGRESS REPORT

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

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

42. MAN-POWER REPORT

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

43. PROTECTION OF WORK

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

44. FIRE PROTECTION

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

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

45. SECURITY

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

46. THIRD PARTY INSPECTION OF WORK

DGVCL may assign the work of supervision and inspection to third party for work of contractor's workmanship and quality on 24 x 7 hours basis. The periodical inspection reports shall be accessed and any defects or poor quality of workmanship has to be got rectified by the contractor invariably within stipulated time limit. DGVCL reserves the right of stop payment on non- response of contractor on this issue.

In case, Unit rates for items are not available for suggested changes/revisions/alterations, DGVCL will decide Unit rate for such items with suggested changes/revisions/alterations and it shall be binding to bidder and bidder has to accept the rate decided by DGVCL.

47 STOP DEAL

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

- 47.1 Has submitted fake, false or forged documents/certificates.
- 47.2 Has revised/withdrawn price bid after opening of Techno: commercial bid, until and unless it is sought for.
- 47.3 Has tampered with the stipulated tendering process.
- 47.4 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.
- 47.5 Has committed breach of contract or has failed to perform a contract or has abandoned the contract.
- 47.6 Has failed to provide suitable expertise for the work as per prescheduled program
- 47.7 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.
- 47.8 Has indulged in construction and erection of defective works.

- 47.9 Has supplied inferior quality / defective materials and refused to replace with stipulated time frame, as specified by the company.
- 47.10 Has substituted materials In lieu of materials supplied by the Company or has not returned or has short returned or has unauthorized disposed of materials/ documents/ drawings/ tools or plants or equipment supplied by the Company
- 47.11 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage
- 47.12 Has unauthorized obtained official company information or copies of documents, in relation to the Tender/Contract
- 47.13 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.
- 47.14 Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and
- 47.15 In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing/ blacklisting
- 47.16 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.

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

- 48.1 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.
- 48.2 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.
- 48.3 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.

- 48.4 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.
- 48.5 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.
- 48.6 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.
- 48.7 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.
- 48.8 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.
- 48.9 Every bidder should, at the time of submission of bid, give a declaration as per Annexure VIII 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 it's any Subsidiary Companies.

49 Defense of Suits:

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

Annexure

..... (NAME OF WORK)

INTEGRITY PACT

OUR COMMITMENT

WE COMMIT OURSELVES TO TRUST, TRANSPARENCY AND SETTING ETHICAL STANDARDS IN IMPLEMENTATION OF VARIOUS WORKS FOR ULTIMATE LONG-TERM BENEFITS FOR SOCIETY. WE ALSO REITERATE OUR COMMITMENT TO DEVELOPMENT TO MUTUAL RESPECT AND BEST PRACTICES FOR SETTING VERY HIGH-QUALITY STANDARDS IN WORKS AND ATTITUDE.

OUR CONDUCT

We abide to accomplish our work with

- Integrity and trust
- Ethics and courtesy
- Transparency and quality.

UGVCL Commitment	Contractor's Commitment
<ul style="list-style-type: none"> • To maintain high ethical standards • To ensure transparency in transactions • To ensure to abide by the terms of agreement of contract and to consider the views of parties objectively. • To try to ensure timely payments for work done. • To ensure that no improper demand is made by employees or by anyone on their behalf. • To provide maximum possible help to all contractors/vendors/suppliers and any other party working with us so that the contracted assignment is completed in time. <p>The Executive Engineer,</p> <p>DGVCL</p>	<ul style="list-style-type: none"> • Not to bring pressure/recommendation from outside to influence decision. • To abide by general discipline to be maintained in our dealings. • To be prompt and reasonable in fulfilling the terms of agreement of contract and legal obligations. • To ensure high standards are set for quality of work or supplies at lowest possible cost. • Not to use any pressure, threat, intimidation or inducement of any kind of any of the employees. • To be true and honest in furnishing specification and information and make all efforts for completing the contracted assignment well in time. <p>Signature of Contractor</p>
Building ethical Partnership and working Together	

SECTION 3: APPENDIX

Sr. No.	Appendix Details	Particulars	Remarks
1	Appendix – I	Bank Guarantee Format for Earnest Money Deposit (EMD)	To be submitted with Bid Documents
2	Appendix – II	Bank Guarantee (For Period of Execution of Works)	To be submitted after LOA
3	Appendix – III	Contract Agreement	To be submitted after LOA
4	Appendix – IV	Bank Guarantee (For Guarantee / Warrantee Period)	To be submitted after completion of works
5	Appendix – V	Combined Bank Guarantee (For Period of Execution of works and Guarantee Period)	To be submitted after completion of works

APPENDIX - I

E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO.: COMPANY / _____
(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.300/-)

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 _____ work (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) of _____ (Name of the Material / Equipment / Work) for _____ (Name of Gujarat Urja Vikas Nigam Limited / Subsidiary Company) (hereinafter called the "Beneficiary") and WHEREAS a Bank Guarantee for Rs. _____ (amount of Bank Guarantee towards EMD) valid till _____ (mention here date of validity of this Guarantee, which will be Six months from the date of submission of bid of the tender) 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 Beneficiary _____ (Name of GUVNL / Subsidiary Company) 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 _____ (Full Name of GUVNL / subsidiary Company) on behalf of the Tenderer.

We _____ (name of the Bank) also agree that withdrawal of the Tender / Bid / EO or part thereof by the Tenderer within its validity or Non-submission of Performance Guarantee towards execution / supply period by the Tenderer within 15 days from the date of issue of Letter of Acceptance by the _____ (Name of GUVNL / subsidiary company) 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 the Bank 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 _____ (Name of GUVNL / Subsidiary Company).

“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 Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

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

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

NAME OF DESIGNATED BANKS:

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

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

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

[For Performance Guarantee (PBG) towards execution/ supply Period as per Commercial Terms and Conditions of 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 beneficiary Company_____(Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company) or any officer authorized by it in this behalf any amount up to and not exceeding Rs._____(Amount of Performance Guarantee towards execution/ supply period), (Rupees_____(in words)) to the said _____(GUVNL/ subsidiary Company) on behalf of M/s.____who have entered into a contract for the supply/works specified below:

LOA No.____dated__.

This agreement shall be valid and binding on this Bank up to and inclusive of _____(Date of validity of the Bank Guarantee) 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 Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before_____(Date of validity of the Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

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

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Bank 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.

APPENDIX - III

AGREEMENT

THIS AGREEMENT made on this ____ day of ____ Two Thousand Eighteen.

BETWEEN

M/s. _____, **having Registered Office at**

_____, **India** **and** **it** **Works** **at**
and

represented by **Mr.** _____ **Authorized Person** of the **ONE PART.**

AND

DGVCL Gujarat Vij Company Ltd, having Registered Office at Vishnagar Road, Mehsana and represented by _____ of the **OTHER PART.**

WHEREAS, the Supplier willingly submitted bids for the Tender No _____ of the Purchaser company for supply of _____

_____ **as** specified and as per delivery instructions provided in the Acceptance of Tender (AT) / Letter of Acceptance (LOA) issued vide No _____ **Dtd.**

_____ by the Purchaser Company at the accepted respective prices or rates mentioned against the said items / materials.

AND WHEREAS THE PURCHASER Company has accepted the tender of the Supplier for the supply for the total sum of **Rs.** _____
(_____)

*including / excluding taxes upon the terms and subject to the conditions herein mentioned in the agreement.

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

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

- I) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No. _____ **as** well as in the form of Acceptance of Tender (AT) / Letter of Acceptance (LOA) No. _____ **Dtd.** _____ which will hold good & valid during the period of this Agreement.
- II) The supplier shall do and perform for all supplies and things in this agreement mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement.
- III) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.
- IV) In respect of the said Tender as per the terms & conditions of this Agreement, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of **Rs** _____ (_____) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- V) Upon breach by the Supplier of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation / risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.
- VI) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving TWO MONTH'S NOTICE IN WRITING without compensating the Supplier.
- VII) This Agreement shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee / Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.
- VIII) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.
- IX) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the Tender Documents.
- X) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general / commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.
- XI) The following is the Schedule forming part of this agreement as provided herein above:

SCHEDULE

List of documents:

1. Offer (Bid) of M/s. _____ for Tender No. _____
2. Tender technical specification and GTP.
3. Tender's terms and conditions.
4. LOA NO: _____ Dtd. _____

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

Place:

Date:

1. Signed, Sealed and delivered by:

For and on behalf of M/s. _____

Authorized Person

In the presence of Name, Full Address & Signature:

i) _____

ii) _____

2. Signed, Sealed and Delivered by:

For and on behalf of **M/s. DGVCL Gujarat Vij Company Ltd. (Purchaser),**

DGVCL, Corporate office,

In the presence of Name, Full Address & Signature:

i) _____

ii) _____

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

[For Performance Guarantee (PBG) towards Guarantee/ Warranty Period as per commercial terms and conditions of 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 Beneficiary Company _____ (Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company) or any officer authorized by it in this behalf any amount up to not exceeding Rs. _____ (Amount of Performance Guarantee towards Guarantee/ Warranty period), (Rupees _____ (in words)) to the said _____ (GUVNL/ subsidiary Company) on behalf of M/s. _____ who have entered into a contract for the supply/works specified below:

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

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (Date of validity of the Bank Guarantee) 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 Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Bank 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.
--	--

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.

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

[Combined Performance Guarantee (PBG) towards Execution /supply Period and Guarantee/ Warranty Period as per commercial terms and conditions of 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 Beneficiary Company (Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company) or any officer authorized by it in this behalf any amount up to not exceeding Rs. (Amount of combined Performance Guarantees towards Execution /supply Period and Guarantee/ Warranty Period),

(Rupees (in words)) to the said (GUVNL/ subsidiary Company) 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 up to and inclusive of

(Date of validity of the Bank Guarantee) 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 Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before (Date of validity of the Bank 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 Authorized Signatory with Official Round Seal.
---	---

NAME OF DESIGNATED BANKS:

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

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

SECTION 4: ANNEXURE

Sr. No.	Annexure Details	Particulars
1	Annexure – I	Self-Certificate
2	Annexure – II	Details of the Experience
3	Annexure – III	List of Performance Certificate
4	Annexure – IV	Details of Pending Orders as on Bidding Date
5	Annexure – V	Self-Declaration
6	Annexure – VI	Declaration regarding Conflict among bidders
7	Annexure – VII	Technical & Commercial Deviation, if any
8	Annexure – VIII	Undertaking in regard to Stop Deal / Black List
9	Annexure – IX	Certificate A
10	Annexure – X	Important Instructions
11	Annexure – XI	List of Type Test Reports / Certificate
12	Annexure – XII	Details of Fatal / Non-Fatal Accidents Occurred To the Contractor Labours
13	Annexure – XIII	UNDERTAKING IN REGARD TO ANY PENDING CRIMINAL CASE FOR FRAUD OR MISHANDLING OF MATERIAL
14	Annexure – XIV	List of Safety Gadget owned by the bidder
15	Annexure – XV	Indemnity Bond

ANNEXURE - I
(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Subject: Tender for _____

Reference: Tender enquiry No.: COMPANY/ /
Due on date: / / 201 .

In connection with the above subject and reference I/ We confirm the following:

1. *I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.*
2. *I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure - VII of Technical Deviations as per clause no. 11 of this tender document).*
3. *Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no. 11 of this tender document), our offer shall be out rightly rejected without assigning any reason thereof.*

Seal of the Firm

**Signature of the Authorized
Representatives of the firm**

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

ANNEXURE- II

DETAILS OF THE EXPERIENCE FOR SUPPLY OF TENDER ITEM / SIMILAR TYPE OF TENDER ITEM IN LAST FIVE YEARS FROM THE DUE DATE OF TENDER:

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Sr No	Order No./Date	Description of Work	Order Amount Rs. In Lakhs	Name of Order placing authority
1	2	3	4	5

Completion date as per order	Date of commencement of work	Date of actual completion of work
6	7	8

ANNEXURE - III
LIST OF SATISFACTORY PERFORMANCE CERTIFICATES
(PHOTO COPY/IES OF PERFORMANCE REPORT/S TO BE UPLOADED IN TECHNICAL
STAGE OF ONLINE MODE / e-TENDER FORMAT ONLY)

Sr. No	Name of the Authority by whom certificate is issued	Reference No. & Date	Details of items supplied
1	2	3	4

ANNEXURE - V
DECLARATION

(Strike off whichever is not applicable)

This is to declare that Mr. /Ms. _____, employee of DGVCL at _____
_____ (place), is related to our _____ designation &
name).

OR

This is to declare that none of the Proprietors/ Partners/ Directors are having any
relatives employed or working with DGVCL Gujarat VijCo.Ltd.at any of its offices or its
parent Department i.e. Energy & Petrochemicals Dept., Govt. of Gujarat.

ANNEXURE - VI
(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

(Duly Notarized) on Rs.300/- Non-Judicial Stamp Paper
(as per tender condition)

I _____ authorized signatory of M/s.
_____ for Tender No. _____ certify
that Mr./Mrs./Ms. _____ is our Company's
authorized representative and he/she is employee of our Company/Firm. It is
further declared that he/she is not representative/employee of any other
Company/Firm.

He/She is authorized for coordination/follow up relating to this tender.

Details of Authorized Representative

Full Name : _____

Designation : _____

Contact Number : _____

Office Address : _____

E-mail ID : _____

Accepted and confirmed the above facts

Specimen Signature : _____

It is certified that signed made by above authorized representative in my
presence.

Signature of Authorized signatory : _____

Full Name : _____

Designation : _____

Contact Number : _____

Office Address : _____

E-mail ID : _____

Place : _____

Date : _____

ANNEXURE - VII
(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

TECHNICAL& COMMERCIAL DEVIATIONS, IF ANY, TO BE FURNISHED IN THIS ANNEXURE ONLY

Deviation offered to Chapter No, Clause No. of the tender document	Deviation offered

Tender for -----

Tender No: DGVCL/-----

Due On:-

ANNEXURE - VIII

(UNDERTAKING IN REGARD TO STOP DEAL / BANNED FOR BUSINESS DEALING / BLACK LIST THEREOF).

Sub: Undertaking in regard to Stop Deal / Banned for Business dealing / Black List Thereof.

Ref: Tender No.:

I / We _____ authorized signatory of M/S _____ here by certify that M/S _____ and their proprietor / any partner / any directors of the firm is not stop deal and/or banned for business dealing and/or black listed by GUVNL and/or their any subsidiary company viz. GSECL / GETCO / DGVCL / MGVCL / UGVCL / PGVCL.

Signature of the Tenderer

Seal of the Firm

ANNEXURE-IX

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Tender for _____

**Tender No. COMPANY/
Due On:**

On Firm's Letter Head

CERTIFICATE - "A"

**I / We _____ authorised signatory of
M/s. _____ hereby certify that
M/s. _____ is not related with other firms who have
submitted tenders for the same items under this inquiry / Tender.**

Seal of the Firm

**Signature of the Tenderer
With Designation**

Place:

Date:

ANNEXURE-X

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

**Tender No. COMPANY/
Due On:**

IMPORTANT INSTRUCTIONS

1. *The Tenderer should clearly give certificate along with the Technical Bid:*

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

2. *Any offer without above certificate will not be considered and the tender will be out rightly ignored in the absence of above certificate.*

3. *After opening of the Tender, if it is found that the offer given by the Tenderer is not according to COMPANY specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then COMPANY will not deal with the firm for the present Tender. It is, therefore requested that the Tenderer should take care in giving their offer and submission of documents, including Type Test certificate.*

4. *The conditional tenders will not be accepted.*

5. *In connection with the above subject and reference I/We confirm the following:*

- I. *I/We the under signed have read and examined the Bid specifications in Bid mentioned under reference along with the Condition of Contract (Commercial and Legal)*
- II. *I/We declare that our Technical Bid is strictly in line with the Bid specifications (except the deviation shown in Annexure of technical deviation as per Clause no. 7.7 of section 2 of the Bid document).*
- III. *Further I/We also agree that additional conditions/deviations, if any found in the Condition of Contract (Commercial and Legal) (except reference under clause no. 7.7 of section 2 of this Bid document) our offer shall be out rightly rejected without assigning any reason thereof.*

(Signature of the Tenderer)

ANNEXURE-XI

LIST OF TYPE TESTS REPORTS SUBMITTED WITH THE TECHNICAL BID
(For the work of Laying of HT/LT Underground Cable) (Not Older than 7 Years)

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

Tender for -----

Tender No: DGVCL/-----

Due On:-

ANNEXURE-XII

Details of Fatal/Non-Fatal Accidents Occurred To the Contractor Labours during Last Five Years

Sr. No.	Type Of Accident (Electrical/Mechanical)	Fatal/Nonfatal	Nos. of Affected Labour/s	Brief Reason for the Accident

Tender for Supply of-----

Tender No: DGVCL/-----

Due On:-

ANNEXURE-XIII
UNDERTAKING IN REGARD TO ANY PENDING CRIMINAL CASE FOR FRAUD OR
MISHANDALING OF MATERIAL

Ref: - Tender No: DGVCL/_____

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

I/We_____ authorized signatory of
M/s_____ hereby declare that none of the
Proprietors/ Partners/ Directors is not under any criminal investigation for any kind of fraud for theft
of material or/and with handlings the material and any civil and/or criminal case pending for such
matter listed by GUVNL and or any subsidiary companies viz. PGVCL / UGVCL / DGVCL / MGVCCL
/ GSECL / GETCO for the tendered items and/or work.

Seal of the Firm

Signature of the Tenderer with Designation

ANNEXURE-XIV
List of Safety Gadgets Owned by Bidder

Sr. No.	List of Safety Gadget	Unit	Nos. gadgets owned by bidder
1	HT DO Rod	No	
2	Earthing Rod	No	
3	Helmet	No	
4	Safety Belt	No	
5	Hand Gloves for LT	Pair	
6	Hand Gloves for HT	Pair	
7	Other safety items		
8			
9			
10			
11			
12			

ANNEXURE-XV
INDEMNITY BOND

In consideration of the **DGVCL GUJARAT VIJ COMPANY LTD.**, herein after known as the COMPANY having given contract for the work of

_____ as per A/T No. _____, dated _____ and all future contract that may be awarded to me in the next one year and in terms of the condition in instruction to bidder clause 27 of the COMPANY's tender and contract for work.

I _____ residing at _____ by this Bond bind myself responsible for and shall pay compensation to my workmen payable under the workmen's compensation ACT – 1923 (viii of 1923) hereinafter called the said Act for death or injuries caused to the workmen engaged by this presents, if such compensation is paid by the COMPANY as principal under such sub-section (1) of section 12 of the said Act on behalf of me, to pay such amount of compensation on demand within 48 hours to the COMPANY that it might have to spend as legal and other incidental charges in defending any suit or action arising out of the death of injuries in regard to compensation paid to the workmen or heirs of the deceased workmen.

Now the condition of the above written Bond is such that any suit of action arising out of the death or injuries to the workmen engaged by me. During the execution of work of said contract and all future contracts that may be awarded to me in the next one year is filed by the worker against the COMPANY, I shall imbrues to the COMPANY such sum that the COMPANY is required to spend as legal and other incidental charges in defending such suit or action and also the amount that may be ordered to be paid to the worker / or his heirs as compensation and that the above written bind shall remain in full force and virtue till the COMPANY is required to defend such suit or action filed by the workers and or heirs against the COMPANY. Further it is applicable on death of contractor himself also. No any compensation will be claimed by legal heirs of contractor.

Witnesses:

Signature of the Executants