

PASCHIM GUJARAT VIJ COMPANY LIMITED
REGD. AND CORP. OFFICE, RAJKOT

TENDER DOCUMENT

FOR

Turnkey based Research Pilot Project under taken by Gujarat Power Research and Development Cell for Supply, Installation, Testing and Commissioning of Remotely Operable and Communicable 11 KV Air Break Switch with Earth Blade Facilities.

**GENERAL TERMS & CONDITIONS
WITH COMMERCIAL BID**

Tedner NO : PGVCL/GPRD/008

DOCUMENTS

Sr. No.	Document	Document Code	Part	Page No.
1.	Physical Bid Sequence annexure	PBS		
2.	Bidders Qualifying Criteria -self evaluation annexure	BQC		
2.	General Conditions of Contract	GCC	I	
3.	Erection Conditions of Contract	ECC	I	
4.	Special Conditions of Contract with Declaration Form	SCC	I	
5.	Technical Specifications	TSP	II	
6	Bid Form, Price Schedules and BOQ	BF/PS	IIII	

Signature of Tenderer

Company's Round Seal

Date:

Place: Page 2 of 91

PART - I (GCC)
GENERAL TERMS AND CONDITION OF CONTRACT

1.0 General Particulars

On behalf of the Gujarat Power Research and Development Cell, GUVNL, Gandhinagar, the PGVCL, Rajkot here in after called 'OWNER' intends to receive bids for Supply, Erection, Testing and commissioning of Remotely operable and communicable Air Break Switch With Earth Blade facility and DCU in the area of various sdn under all four DISCOM the detailed in the accompanying specifications in accordance with Terms and Conditions herein. The bids shall be prepared and furnished as per these Instructions.

2.0 Scope of the proposal and Work

- 2.1 This is the pilot project. The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the equipments/Material and installation services specified under the accompanying Technical Specifications. It will include among others as specified therein the following:-
- a) Detailed Engineering.
 - b) Complete manufacture including shop testing.
 - c) Providing engineering drawings, data, operation manual, etc for the Owner's approval.
 - d) Packing and transportation from the manufacturer's works to the Site.
 - e) Receipt storage, preservation and conservation of equipment & at the Site.
 - f) Pre-assembly, if any, insurance, erection, laying, testing and commissioning of all the equipments/accessories/material/cable etc.
 - g) The contract period shall be for three year.
 - h) The successful bidder has to remain in contact with GPRD Cell as well as concern DISCOMs for smooth operation & implementation of research project.
 - i) The successful bidder has to submit daily progress report to GPRD cell.
- 2.2 Bids not covering the above cited entire scope of works may be treated as incomplete and hence rejected.
- 2.3 The Bidder shall complete all the schedules & annexure in the Bid Proposal Sheets, Technical Data Sheets and specified elsewhere. The Qualifying Data should be filled in the required schedule of Bid Proposal Sheets.
- 2.4 This specification covers the detailing, engineering, manufacturing, testing at works, packing, supply, storage, insurance and handling at site, erection, testing, commissioning and handing over in ready to switch on condition to respective DISCOMS/GPRD Cell.

2.5 **Scope of work:**

Survey, engineering, manufacture, testing, supply to destination site basis, including transportation & insurance, storage, erection, testing, commissioning and operating of the all equipments/items, & all necessary clamp lugs etc. as per requirement as per the technical specifications complete in all respects.

2.6 **PROJECT PARTICULARS**

Name of the Project: Turnkey based Research Pilot Project under taken by Gujarat Power Research and Development Cell for Supply, Installation, Testing, Erection and Commissioning of Remotely Operable and Communicable 11 KV Air Break Switch with Earth Blade Facilities.

3.0 **Bidding Costs**

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

4.0 **BID DOCUMENTS**

Details of Documents

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

- a. General Conditions of Contract (GCC-Part I)
- b. Erection Conditions of Contract (ECC-Part I)
- c. Special Conditions of Contract (SCC-Part I)
- d. Technical Specifications (TS-Part II)
- e. Bid Form and Price Schedules (BF/PS-Part III)

5.0 **Knowing the Bid Documents**

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

6.0 Clarifications on Bid Documents

In case an intending Bidder finds any discrepancy or omission in the documents and specifications or is in doubt as to the true meaning of any part, he shall make a request, in writing not later than one week before the date of submission of bid, to the owner in triplicate. The owner will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request. On receipt of such interpretations/clarifications, the Bidder may submit his Bid within the date and time stipulated in the Bid invitation, all such explanations, interpretations and clarifications from the Owner shall be deemed as part of Bid Documents and shall invariably accompany the Bidder's proposal.

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

7.0 Amendment of bidding document:

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

7.2 The amendment will be put up on the website of concern DISCOM & n- procure website.

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

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

8.0 PREPARATION OF BIDS

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

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

9.0 Local Conditions:

- 9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.
- 9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.
- 9.3 Before proceeding with the execution of the aforesaid work, the bidder shall fully familiarize himself with the site conditions. It shall be the responsibility of the Successful bidder to arrange all inputs required for detailed engineering and execution. The Bidders are advised to visit the substations, collect all necessary inputs and acquaint themselves with the topography, infrastructure etc. The Successful bidder shall be fully responsible for providing all equipment, materials, system and services specified or otherwise which are required for complete implementation of Feeder Monitoring System.

10.0 Documents comprising the Bid:

- 10.1 The Bidder shall complete the Bid form inclusive of Technical Data Requirements furnished in the Bidding Documents, indicating, for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity in physical as well as on line. Bidder should submit price bid on line only.
- 10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Special Conditions of Contract and GCC. All Tender Documents/ formats are to be returned completed in all respects and signed by the Company Authorized Signatory wherever specified.
- 10.3 All Bid documents duly signed & sealed shall be submitted with technical bid
- 10.4 The Bid Guarantee shall be furnished in a separate cover in accordance with clause at GCC.

- 10.5 The bidder shall submit fill up self evaluation in Bidder Qualifying Criteria annexure and shall put at as first page of the bid.
- 10.6 All the bid documents shall be with continuous page number. The Physical Bid Sequence (PBS) shall be the covering page showing continuous page number of all the documents. The bid without PBS shall be considered as incomplete and shall not be process for further evaluation.

11.0 Bid Price:

The bidder shall quote in the appropriate schedule of bid form on item rate bases for entire scope of the work.

Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. any of the stores of COMPANY in Gujarat). However, the Tenderer should indicate in the Schedule- "B" (i.e. Price Bid), the break-up of Total Unit F.O.R. Destination Prices and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges, GST and Cess as applicable Separately in price bid, which is a must.

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

Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned 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 tenders.

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

The tender evaluation will be done on total amount quoted (Including GST) will be considered for final evaluation.

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

Every bidder shall inform their GSTIN No. of the registered place(s) where from the bidder intends to supply the goods / a service, meaning thereby the bidder has to supply the goods / services from the relevant declared / registered place of supply only.

12.0 Bid Security/EMD:

12.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount of Rs. 35,000/- for MSME unit and Rs. 40,000/- for Non MSME unit to be paid as under:

- a) If the EMD amount is more than Rs.1 Lac, it should be paid either by Demand Draft or Banker's Cheque or Bank Guarantee. 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 Demand Draft or Banker's Cheque only.
- b) If the EMD amount is less or equal to Rs.1 Lac, it should be paid either by Demand Draft or Banker's Cheque in favor of Paschim Gujarat Vij Company Limited payable at Rajkot. Alternatively it can be paid in CASH (up to Rs. 10,000/- only),
- c) The validity of the Bank Guarantee for EMD should be for a period of at least Six Months from the date of submission of the Bid of the Tender.
- d) EMD of the unsuccessful Tenderers if paid in Cash / Demand Draft / Banker's Cheque will be returned within 15 days from the date of placing of the order to the successful Tenderer through RTGS / NEFT for credit to his Bank Account. The Bidder shall have to give details of his Bank Account with a Cheque duly cancelled. Claim for refund of EMD against original Money Receipt shall be entertained by the Company. The Bank Guarantee of the unsuccessful Tenderers towards EMD shall be returned within 15 days from the date of placing of the order to the successful Tenderer. However, the EMD Amount / Bank Guarantee of technically disqualified bidder will be returned within 15 days from opening of price bids.
The details of refund of EMD by RTGS with transaction No. should be informed to respective bidder by letter/ e-mail etc...

12.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere

The bid guarantee shall be made payable to the Owner without any condition whatsoever.

- 12.3 Any bid not secured in accordance with above will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.
- 12.4 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee
- 12.5 The bid guarantee may be forfeited.
 - a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:
 - b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract)
- 12.6 No interest will be payable by DISCOM on the above deposit.

13.0 Format of Bid:

- 13.1 The Bidder shall prepare two copies of the physical bid, clearly marking each "Original bid" and "Copy of Bid", as appropriate. In the event of any discrepancy between them the original shall govern. All the documents furnished in original document shall be furnished in other copies of Bids.
- 13.2 The original and all copies of the physical bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to sign the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.
- 13.3 The Bidders must submit document as per the qualifying criteria mentioned in clause no. 5 in special conditions of contract in one original and one duplicate copy as required in this Instructions to Bidders in separate envelopes sealed and enclosed in the envelope submitting proposals, super scribed as under :

TENDER NO:
Name of Work:

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

13.4 Physical Bids shall be submitted as under:

- I. Cover-I Earnest Money Deposit (Bid-Security), as per relevant clause of SCC duly signed and Contractor's covering letter. Tender fee details (as per tender notice)
- II. Cover-II Qualifying Requirement with BOC
- III. Cover-III Technical Bid

Must contain conditions and schedules-B without prices and Technical Data Requirement Sheets (Cover I, II, III will be collectively called Technical Bid).

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

14.0 Signature of Bids:

- 14.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 14.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name; followed by the signature(s) and designation(s) or the authorized partner(s) or other authorized representative(s).
- 14.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.
- 14.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.
- 14.5 If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 14.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

14.7 Bids not conforming to the above requirements of signing may be disqualified and EMD forfeited.

15.0 Sealing and marking of bids:

15.1 Cover-I

1. Bid No.
2. Due date for opening
3. Reference of tender fee & earnest money deposit

Cover-II

1. Bid No.
2. Due date for opening.
3. Qualifying Requirements

Cover-III

1. Bid No.
2. Due date for opening
3. Technical bid & reference and required certificates

Cover-I, Cover-II & Cover-III shall be individually sealed and super scribed as indicated above and should be enclosed in the main cover duly sealed and super scribed as Tender for against Bid No..... due on..... containing Cover-I, Cover-II & Cover-III of this tender.

The original Bid and accompanying documents clearly marked "Original" plus one copy for Cover I, II, III shall be submitted by the Bidder at the date, time and place specified. In the event of any discrepancy between the original and the copies, the original shall govern.

The Bid shall be submitted by **RPAD or through speed post services only** at the Office of the Chief Engineer(Tech), PGVCL, Off Nana Mava Main Road, Laxminagar, Rajkot-360 004 (Gujarat-India) Bids submitted should be posted with due allowance for any postal delay. The Bids received after the Due Date and Time of receipt are liable to be rejected. Telegraphic/Telex/Fax/e-mail Bids shall not be entertained.

15.2 The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly marking the envelopes as "original" and "copy".

15.3 Addressed to the Owner at the following address:

**The Chief Engineer (Tech)
Paschim Gujarat Vij Company Limited
Nana Mava Main Road,
Laxminagar, Rajkot – 360 004
Gujarat-India**

- b. Bear the name of package bid enquiry number, name of the work and the words. "DO NOT OPEN BEFORE....."
- 15.4 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" or "rejected".
- 15.5 If the outer envelope is not sealed and marked as required by Clause No: 15.1 the Owner will assume no responsibility for the bid's misplacement or premature opening.
- 15.6 The Bid Security conditions must be submitted in a separate sealed envelope.

16.0 Deadline for submission of bids :

- 16.1 Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.
- 16.2 Bids must be received by the Owner at the address as specified under appropriate Clause, not later than the time & date mentioned in the Invitation to Bid.
- 16.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations on the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17.0 Late Bids

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

18.0 Modification and withdrawal of bids :

The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids. The Bidder's modification or withdrawal

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

19.0 Information required with the proposal:

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

- 19.8.2 The offer is liable summarily rejected if it contains.
- a) Deviation/Addition/Alternations/Omissions in bidding schedules.
 - b) Deviation and contradictions to the terms and conditions specified in this tender.

BID OPENING AND EVALUATION

20.0 Opening of bids by owner:

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

21.0 Purpose of evaluation of bids:

The Bids received/accepted/opened will be evaluated by the Owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the lowest evaluated commercially and technically responsive bids.

22.0 Policy for bids under consideration:

Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by

any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.

23.0 Clarification of bids:

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

24.0 Preliminary Examination:

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

25.0 Arithmetical errors will be rectified on the following basis:

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

25.1 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

25.2 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.

- 25.3 The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

26.0 Award Criteria

- 26.1 The owner will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, providing further that the Bidder is determined to be qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.
- 26.2 Further, the Owner reserves the right to award separate contracts to two or more bidders in line with the terms and conditions specified in the accompanying Technical Specifications.
- 26.3 **Owner's right to accept any bid and to reject any or all bids:**
- 26.4 The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at time prior to award of contract, any without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Owner's action.

27.0 Notification of award:

- 27.1 Prior to the expiration of the period of bid validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or telex or FAX, to be confirmed in writing by registered letter, that its bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon the successful Bidder's furnishing of performance guarantee pursuant to relevant clause of the tender, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to appropriate Clause of the tender.

28.0 Signing of contract:

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

29.0 DEFINITION OF TERMS

- 29.1 The 'Contract' means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all

attachments and appendices thereto and all documents incorporated by reference therein.

- 29.2 28.2 'Owner' shall mean the tender publishing company or any of its subsidiaries and shall include its legal representatives, successors and assigns.
- 29.3 28.3 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid is accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 29.4 28.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 29.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.
- 29.6 The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 29.7 'Works' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 29.8 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 29.9 'Site' shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 29.10 The term 'Contract Price' shall mean the Firm price quoted by the Contractor in his on line bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.
- 29.11 The term 'Equipment Portion' of the Contract price shall mean the ex-works value of the equipment/Materials supplied include structures, town materials insulators, conducting etc.
- 29.12 The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.
- 29.13 'Manufacturer's Works' or 'Contractor's Works', shall mean the place of work used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.

- 29.14 Site Engineer 'Inspector' shall mean the Owner OR owner's Engineers or any person nominated by the time to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.
- 29.15 'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 29.16 'Order' shall mean the official letter issued by the Owner informing the acceptance of the bid.
- 29.17 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.
- 29.18 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 29.19 A 'Week' shall mean continuous period of seven (7) days.
- 29.20 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 29.21 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.
- 29.22 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 29.23 'Performance and Guarantee Tests', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 29.24 The term 'Final Acceptance'/'Taking Over' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 29.25 'Guarantee Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 29.26 'Latent Defects' shall mean such defects caused by faulty designs, material or work-man- ship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.
- 29.27 'Drawing', 'Plans, shall mean all:
- a. Drawings furnished by the Owner/Consultant as a basis of Bid/Proposals.
 - b. Supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the Contract.
 - c. Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner/Consultant.

- d. Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work; and
 - e. Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner.
- 29.28 'Codes' shall mean the following including the latest amendments and/or replacements, if any:
- a. Indian Electricity Act, 1905 and Rules and Regulations made there under.
 - b. Electricity Act 2003 and Rules & Regulations made there under.
 - c. Indian Factory Act, 1948 and Rules and Regulations made there under.
 - d. Indian Explosives Act, 1884 and Rules and Regulations made there under.
 - e. Indian Petroleum Act, 1934 and Rules and Regulations made there under.
 - f. A.S.M.E. Test Codes.
 - g. A.I.E.E. Test Codes.
 - h. American Society of Materials Testing Codes.
 - i. Standards of the Indian Standards Institution.
 - j. Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
- 29.29 Words imparting the singular only shall also include the plural and vice –versa where the context so requires.
- 29.30 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- 29.31 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

Or

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

- a. 'All equipment and materials' to be supplied shall also mean 'Goods'.
- b. 'Constructed' shall also mean 'erected and installed'.
- c. 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.
- d. "GPRD" means Gujarat Power Research and Development Cell.

30.0 APPLICATION

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

31.0 STANDARDS

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

32.0 LANGUAGE AND MEASURES

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

33.0 Price Basis:

33.1 The Price shall be quoted online

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

34.0 Taxes:-

34.1 Goods and Service Tax No.:-

The Goods and Service Tax will be paid extra as per rules. This should be claimed as a separate item in the bill. Paschim Gujarat Vij Company Ltd. is registered under:-

The Goods and Service Tax Act, 2017 holding the Registration Certificate No.24AADCP1453C1 ZZ.

34.2 Statutory Variation:-

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/ cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to PGVCL's account subject to the claim being supported by documentary evidence.

However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to PGVCL. Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

34.3 Goods and Service Tax:-

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. The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST /Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).

You shall have to submit a C.A. Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to 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.

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 VAT /GST /Cess prevailing when the price quoted is inclusive of GST and Cess.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/ cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/ contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST. Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier /Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

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

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

34.4 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.

34.5 STATUTORY DEDUCTION:-

Statutory deduction will be made at the time of payment as per applicable rules &. Rates like GST, TDS, etc.

34.6 No claim for any increase towards the statutory variation after 4 months from the commencement period of 1 month from the date of LOA regarding enhancement of existing tax or duty or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if any, provided the extension of the contract is required by causes not attributable to the Owner.

34.7 "The provision of statutory variation of existing tax or duty or introduction of a new tax or duty will be applicable to the direct transaction between the contractor and the Owner."

34.8 **GST** is a liability of the bidder whatever applicable, the same shall be borne by the **bidder**. Applicable GST-TDS etc. taxes will be deducted as per applicable statutory rules time to time.

34.9 Income Tax -TDS

"Income-tax at source at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to the contractor, 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."

35.0 TAXES, PERMITS & LICENCES

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 levies and taxes lawfully assessed against the Contractor for his personal income & property only. Applicable welfare cess etc. will be deducted from contractors each bill by DISCOM to pay the same to the respective govt. department.

36.0 CONTRACT PERFORMANCE GUARANTEE

36.1 As a contract performance security, the successful bidder, to whom the work is awarded, shall be required to furnish a performance guarantee as per the tender clause in form of Bank guarantee from Indian Nationalized Banks and four nos. of private Banks (Axis/IDBI/ICICI/HDFC) in the form to be furnished and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications.

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

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

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

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

GUARANTEES & LIABILITIES

37.0 GUARANTEE

- 37.1 The Contractor shall warrant that the whole project, in accordance with the Contract documents and free from defects in material/equipment and workmanship for a period of one year (12) calendar months for whole project and Thirty six (36) Calendar months for Modem, controller, Motor, communication and its auxiliaries and its wiring commencing immediately upon the satisfactory commissioning of the project and issuance of Taking Over Certificate (TOC). The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the Contractor's Supervisory Engineer. The whole installed system for ABECB work has to be guaranteed for minimum 12 Months from the date of handing over to DISCOM against any type of damages/fault. The contractor has to arrange inspection of all equipments for satisfactory performance at a regular interval of 3 months in consultation with concern Engineer of DISCOM/GPRD.
- 37.2 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.
- 37.3 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.
- 37.4 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- 37.5 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause.
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- 37.6 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 37.7 At the end of the guarantee period, the Contractor's liability ceases except for latent defects for latent defects, the Contractor's liability as mentioned in the above Clause 37.1 shall remain till the end of 3 years from the date of completion of guarantee period. In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee is provided by such Sub-Contractor, the Owner shall be entitled to the benefits of such longer guarantee.
- 37.8 The provisions contained in this clause will not be applicable: a) If the Owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any. b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

38.0 Performance Guarantee:-

"The successful bidder shall have to submit the performance guarantee in the form of Bank Guarantee worth 10% of the total contract value (end cost) to cover the entire execution. The Performance Bank Guarantee (covering the execution of the contract) will be returned ONLY on successful commissioning & issuance of TOC including material reconciliation & as built drawings and on receipt of the Bank Guarantee towards Warranty worth 10% of the total contract value (end cost) i.e. on supply part only, which will be retained till completion of the Guarantee period.

These Bank Guarantees shall be applicable for all the bidders irrespective whether they are SSI/NSIC units."

The above performance guarantee, to be submitted by successful tenderer, towards execution period, is for the satisfactory execution of the contract.

Whereas the performance guarantee, to be submitted by successful tenderer, towards warranty, is for satisfactory performance of the materials which should be valid for 36 months from the date of commissioning.

If the full Performance Guarantee amount /BG towards Execution Period (i.e. Security Deposit) is not paid within 15 (fifteen) days from the date of letter of acceptance (LOA), then the LOA will be out rightly cancelled at the risk & cost of the Tenderer (at the discretion of Owner) and without entering into any correspondences and this will be

binding on the Tenderer and actions shall be taken against such defaulter like stop dealing or any other actions as decided by Owner.

39.0 Time Schedule:

- 39.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works.
- 39.2 The Owner's requirements of completion schedule for the Works are mentioned in the accompanying Special Conditions of Contract.
- 39.3 The completion schedule as stated in the special conditions of contract shall be one of the major factors in consideration of the bids.
- 39.4 The owner reserves the right to request for a change in the work schedule during pre- award discussions with successful bidder.

40.0 TIME – THE ESSENCE OF CONTRACT

- 40.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 40.2 Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme in line with the agreed Contract network.
Such manufacturing programme shall be reviewed, updated and submitted to the Engineer every month thereafter.
- 40.3 The Bar charts/manufacturing programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.
- 40.4 If the progress is found low, Owner reserves the right to get the work executed through any other agency at the risk & cost of contractor without assigning any reason(s) and/or notice.

41.0 PENALTY FOR DELAY:

- 41.1 The contractual period for execution of the work stated in Schedule of this project consist of 1 (one) month commencement period and 4 (Four) months execution period from the date of LOA issue. The delay of execution shall be

liable for penalty. **The penalty at the rate of ½ % per week or part thereof plus GST on delayed portion shall be imposed subject to maximum 10% plus GST of the value of entire contract.**

- 41.2 The penalty plus GST will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the Owner.
- 41.3 Tenderer shall have to supply all materials to match with the erection activities.
- 41.4 If the Contractor fails to successfully complete the commissioning within the time fixed under the Contract, the Contractor shall pay to the owner as penalty.
- 41.5 Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time the missing parts are also delivered.
- 41.6 For the purpose of penalty, contractual obligation shall be completion of all the supply and erection contracts as per time schedule. +
- 41.7 GST at applicable rate will be applied on all kind of penalties.

42.0 DELAYS BY OWNER OR HIS AUTHORISED AGENTS

- 42.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, intermediate research activities, observations, study of part project is undertaken by GPRD Cell and informed to contractor to stop the activities then the Contractor shall be given such stoppage period by GPRD Cell for one or more times as may be required by the GPRD Cell, such stoppage period shall deducted from the overall execution period while calculating the actual execution period. Regarding reasonableness or otherwise of the execution period, the decision of the GPRD Cell shall be final.
- 42.2 In addition, the Contractor shall not be entitled to any claim whether demonstrable or reasonable compensation if such delays have resulted in any increase in cost.

43.0 Presentation of Bills

- 43.1 The bills along with required documents for work executed including cost of material consumed is to be prepared in Quadruplicate and submitted 03 copies to respective sub division of PGVCL. These bills shall be serially numbered.
- 43.2 The contractor may note that no payment shall be released for the additional quantity supplied which is not required for project implementation.
- 43.3 The contractor has to submit the final bill along with the material consumption statement along with other required data of the work carried out within 3 months from the date of completion of work.

43.4 For non-submission or part submission of above information, no bills shall be processed.

CONTRACT SECURITY AND PAYMENTS

44.0 PAYMENT

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

44.2 Currency of Payment

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

45.0 Payment Schedule

Payment shall be as per contract price schedule agreed based on unit rate. The final price schedule shall be based on approved drawings & BOQ.

The tender BOQ is indicative. Supply & Erection of quantities shall be as per approved Drawings & BOQ and excess shall not be accepted.

45.1 Application for Payment

The Contractor shall submit application for the payment.

45.2 Each such application shall state the amount claimed and shall set forth in detail, in the order of the Payment Schedule, particulars of the Works including the Works executed at Site and of the equipment shipped/brought on to the site pursuant to the Contract up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.

45.3 Every interim payment certificate shall certify the Contract value of the Works executed up to the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the Engineer, does not comply with the Contract.

46.0 Mode of Payment

46.1 All payments under the Contract shall be made as stipulated in the Contract after signing the Contract Agreement. The payments linked with the dispatch of materials shall only be made after production of all dispatch documents as specified in the relevant Contract conditions, which will inter alia include the Material Inspection Clearance Certificate issued by the Owner. Progressive payments linked with erection shall only be made after the issue of certificates by the Engineer in-charge, one for the quantum of work completed and the other for the successful completion of quality check points involved in the quantum of work billed.

46.2 **Billing and breakup:** Price breakup for supply items will be considered only for billing purpose & not for actual payment. Payment for equipments supplied shall be released as per price schedule given in the tender specifications.

47.0 DEDUCTIONS FROM CONTRACT PRICE

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

48.0 Terms of Payment

The payment for materials to be procured and duly erected shall be made for which execution of the contract documents, furnishing of Security Deposit and Performance guarantee on the pilot project executed.

- I. The bidder shall raise the RA bill only after completion of all the specified activities Completed for each occasion & the work for the next stage is kept continued.
- II. 95% of total contract value of the Bills will be processed and paid within 30 days after completion of all the procedure of bills.
- III. Balance 5% payment shall be made within 1 month after the work is completed and the handed over and accepted by the Engineer-in-Charge in all respects subject to furnishing of performance guarantee of equivalent amount for the guarantee period.
- IV. Payment of the actual material used and work done will be paid to you on above basis.

- V. Payment of the actual material used and work done will be paid to you on above basis. The bill shall be recorded by concern SDO and shall be scrutinized at Division and Circle level and payment shall be made by concern Circle office.

49.0 TAKING DELIVERY AND INSURANCE:

- 49.1 The contractor has to keep all materials in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection till taking over by the owner.
- 49.2 If required, the Contractor Shall open site store and ensure for safe custody of all the stored materials at his own cost.
- 49.3 The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the owner.
- 49.4 **STORAGE-CUM-INSURANCE:-**The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100 % cost of materials, which are required to complete the work. Contractor shall have to take comprehensive insurance policy 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 owner. 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 with held.
- 49.5 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 OWNER 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 OWNER 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 OWNER.

50.0 Insurance:

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled Insurance Bidder's attention is specifically invited to these clauses. Bid

price shall include all the costs in fulfilling all the insurance liabilities under the Contract.

- 50.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Owner and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.
- 50.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 50.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor

shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

- 50.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premia amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premia which may be available for higher volume or for reason of financing arrangement of the project.
- 50.5 The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.

51.0 Contract Quality assurance:

- 51.1 The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.
- 51.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract. OWNER reserve the right to test materials/equipments at ERDA/Government approved NABL laboratory at any stage of contract.
- 51.3 The Bidder shall clearly specify the list of sub-vendors from whom the bought out items are being supplied. Such details shall be accompanied by their list of previous supplies made performance reports etc. However, in case of orders are placed, specific approval shall be obtained from the owner for the vendor supplied materials. The quality assurance program shall be furnished for each material separately for approval.

52.0 Erection Tools and Tackles:

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

erection, handing testing & commissioning shall remain property of the contractor and can be taken back after completion of the work.

53.0 Brand Names:

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

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

54.0 CONTRACT DOCUMENTS

54.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

- I. Invitation to Bid including letter forwarding the Bidding Documents, General Terms and Conditions of Contract and all other documents included under Part I and the Special Conditions of Contract.
- II. Specifications of the equipment to be furnished and erected under the Contract as brought out in the accompanying Technical Specifications.
- III. Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.
- IV. All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner /Consultant.

V. Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

54.2 In the event of any conflict between the above mentioned documents, the matter shall be referred to the Chief Engineer of respective DISCOM, whose decision shall be considered as final and binding upon the parties.

55.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

55.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

55.2 The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

55.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.

55.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

56.0 CONSTRUCTION OF THE CONTRACT

56.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a divisible Supply and Erection Contract.

Award shall be placed on the successful Bidder as follows:

- I. First Contract: For supply of all equipment and materials at site.
- II. Second Contract: performance testing in respect of all the equipment material supplied under the "First Contract" and any other equipment For providing all

other services like storage at site, handling at site, installation, testing, pre-commissioning and commissioning including /materials given by the owner for transport from owner's stores, insurance, unloading storage handling at site installation testing & commissioning.

- 56.2 In case of divisible supply and erection Contract, or where the Owner hands over his equipment to the Contractor for executing, then the Contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an Indemnity Bond in favour of the Owner in the form acceptable to the OWNER or keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of proforma for the Indemnity Bond will be furnished during award of Contract.
- 56.3 The Contract shall in all respects be construed and governed according to Indian Laws.
- 56.4 It is clearly understood that the total consideration for the Contract(s) has been broken up into various components only for the convenience of payment under the Contract(s) and for the measurement of deviations or modifications under the Contract(s).

57.0 JURISDICTION OF CONTRACT

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

58.0 EXECUTION OF CONTRACT:

- 58.1 The Owner, after the issue of the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval.
- 58.2 The Agreement, unless otherwise agreed to, shall be signed within 15 days of the acceptance of the Letter of Award, at the office of the Owner at Rajkot on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.
- 58.3 The Agreement will be signed in three copies, the Contractor shall be provided with one signed original and the rest will be retained by the Owner.

- 58.4 The Contractor shall provide free of cost to the Owner all the Engineering data, drawings, and descriptive materials submitted with the bid including soft copy, to form a part of the Contract immediately after issue of Letter of Award .
- 58.5 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Owner with copies of agreement within fifteen (15) days after the signing of the Contractor.

59.0 ENFORCEMENT OF TERMS

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

60.0 COMPLETION OF CONTRACT

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

61.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

- 61.1 If during the performance of the Contract, the Engineer shall decide on the basis of the auto mechanism to be developed by the bidder to identify the defective parts with the help of web operating analytical system and inform in writing to the Contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials up to the standards of the specifications. In case, the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of

the Contractor perform all such Works or furnish all such equipment/ material provided that nothing in this clause shall be deemed to deprive the Owner of or affect any rights under the Contract which the Owner may otherwise have in respect of such defects and deficiencies.

- 61.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the Owner of extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the Contract Price by portion for such defective equipment/materials/works and repayments of any sum paid by he Owner to the Contractor in respect of such defective equipment/material. Should the Owner not so replace the defective equipment/materials the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Owner under the Contract for such defective equipment/materials.

62.0 PATENT RIGHTS AND ROYALTIES

- 62.1 This as being a research activities, the contractor has to keep the documents and the results confidential. The Non-Disclosure Agreement (NDA) on the non-judicial stamp of Rs. 100/- shall have to be executed by the contractor.
- 62.2 The Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he/she alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for the Owner, the right to continue the use of said apparatus, equipment or part thereof, replace it with

non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

63.0 DEFENCE OF SUITS

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

64.0 LIMITATION OF LIABILITIES

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

65.0 ENGINEER'S DECISION

65.1 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

65.2 If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

65.3 The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

66.0 POWER TO VARY OR OMIT WORK

- 66.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.
- 66.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done as per the contract requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.
- 66.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.
- 66.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.

- 66.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.
- 66.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

67.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT

- 67.1 The Contractor may, after informing the Chief Engineer of respective DISCOM & getting written approval, assign or sub-let the Contract or any part thereof other than for raw material, for minor items or for any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subject to approval by the Chief Engineer. The experience of equipment vendors from registered suppliers under consideration by the Contractor for this Contract shall be furnished to the Chief Engineer for approval prior to procurement of all such items/equipment. Such assignment/sub-letting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of Chief Engineer, shall be void. In case of Erection activity, the contractor may after getting written approval from Chief Engineer, CONCERN DISCOM assign or sublet any part of erection or as a whole. To do so contractor have to apply for such subletting with a clear proposal stating details & experience of the subletting agency, along with the tender or within 30 days from the date of LOI & decision thereof will be conveyed within 30 days there after by OWNER The proposed erection agency shall have experience of executing similar job and value equivalent to erection portion during last five years. The decision of competent authority in this regard shall remain final and binding to the agency. In case of Erection activity for Civil work, the contractor may after getting written approval from Chief Engineer of respective DISCOM assign or sublet any part of erection or as a whole to **AA class contractor**. In case of Erection activity for electrical contractor, the contractor may after getting written approval from Chief Engineer, of concern DISCOM assign or sublet any part of erection or as a whole to the sub contractor fulfill below mentioned minimum criteria.

- I. The sub-contractor should have valid Electrical Contractor License of Gujarat and registered under GST act, should have PF Registration Certificate.
 - II. The sub-contractor should have experience of similar work and executed minimum 50% of the work sublet to him in last five years.
 - III. The sub contractor's average annual financial turnover of last three financial years must be 50% of order cost of work sub let to him by main contractor.
 - IV. Other general terms and conditions of tender will also be applicable to sub contractor.
 - V. The sub-contractor cannot sublet or assign work allotted to him by main contractor.
 - VI. The sublet order/agency should not be more than two contractors.
- 67.2 For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the Owner, the Contractor's purchase specifications and inquiries shall call for quality plan to be submitted by the suppliers along with their Proposals. The quality plans called for from the Vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendors' quality control organization, the relevant reference document/standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the Engineer and shall form a part of the Purchase Order/Contract between the Contractor and the Vendor. Within three weeks of the release of the Purchase Orders/Contracts for such bought out items/components a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

68.0 CHANGE OF QUANTITY

- 68.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying GCC and/or Technical Specifications, shall not be subjected to any limitation for the individual items, it will be as per the requirement of the research activities to obtain the required result.
- 68.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as
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identified in the Contract shall however remain constant during the currency of the Contract, In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

- 68.3 As this is an R&D based EPC contract, engineering work will be done by the Contractor. Responsibility of material will be that of the contractor.

69.0 PACKING, FORWARDING AND SHIPMENT

- 69.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the Site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.
- 69.2 The Contractor shall notify the Owner of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Owner.
- 69.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the Owner may require.
- 69.4 The following documents shall be sent by registered post to the Owner within three days from the date of shipment, to enable the Owner to make progressive payments to the Contractor:-
Application for payment in the standard format of the Owner
- Invoice
 - Packing list
 - Pre-dispatch clearance certificate, if any
 - Test Certificate, wherever applicable
 - Insurance Certificate
- 69.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to Site.
- 69.6 The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

70.0 COOPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEERS

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

71.0 NO WAIVER OF RIGHTS

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

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

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

73.0 PROGRESS REPORTS

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

74.0 TAKING OVER

Upon successful completion of all the tests and commissioning by the Contractor, the Engineer shall issue to the Contractor a Taking over Certificate (TOC) as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate. In the event of completion of pre commissioning tests carried out jointly, if energization of the work is prevented for reasons not attributable to the successful bidder, the Preliminary Acceptance Certificate shall be given within 30 days of pre commissioning tests prior to Taking Over Certificate (TOC).

75.0 RISK DISTRIBUTION--TRANSFER OF TITLE

- 75.1 Transfer of title in respect of equipment and materials supplied by the Contractor to OWNER pursuant to the terms of the Contract shall pass on to OWNER with negotiation of dispatch documents.
- 75.2 This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.
- 75.3 This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled "Insurance" of this Section.

76.0 LIABILITY FOR ACCIDENTS AND DAMAGES

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

77.0 DEMURRAGE, WHARFAGE, ETC.

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

78.0 FORCE MAJEURE

- 78.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:
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- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, and embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

78.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

79.0 SUSPENSION OF WORK

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

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

80.0 CONTRACTOR'S DE FAULT

80.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion

of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

- 80.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works.
- 80.3 Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

81.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 81.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so.
- 81.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 81.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract.

The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

82.0 FRUSTRATION OF CONTRACT

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

83.0 GRAFTS AND COMMISSIONS ETC.

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

84.0 RESOLUTION OF DISPUTE AND SETTLEMENT OF DISPUTES

- 84.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

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

85.0 ARBITRATION

- 85.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.
- 85.2 The arbitration shall be conducted by sole arbitrators, one each to be nominated by the Contractor and the Owner and the third to be appointed as an arbiter by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration with the approval of concerned DISCOM's Managing Director.
- 85.3 The arbitration shall be conducted in accordance with provisions of Indian Arbitration Act 1996 or latest amendment thereof.
- 85.4 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such

arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

- 85.5 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.
- 85.6 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.
- 85.7 All questions, disputes or differences, whatsoever which may at any time arise between the parties to this contract in connection with the contract or any matter arising out of or in relation there to shall be referred to the "Gujarat public works contracts disputes arbitration tribunal" as per the provisions of the Gujarat public works contracts disputes arbitration tribunal act, 1992. The reference to arbitration proceedings under this clause shall not
- a. Affect the right of the Engineer -in charge to take possession of all or any tools, plants, materials and stores, in or upon the work or site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof.
 - b. Preclude the Engineer-in charge from utilizing the materials purchased by the Contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of notice given to the contractor under General Conditions.
 - c. Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the prevision of General Conditions for the work where there is no specification.
 - d. Preclude the OWNER from getting the work done by another agency. Neither party is entitled to bring a claim to arbitration latest by thirty days after the expiration of the defects liability period. The provisions of the Arbitration Act, 1992, Gujarat Public Works Contract Disputes Arbitration Tribunal Act, 1992, and rules made there under shall apply to the arbitration proceeding under this clause. "

86.0 RECONCILIATION OF ACCOUNTS

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

87.0 LABOUR LAWS:

- 87.1 Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.
- 87.2 Contractor shall maintain a valid labour license under the contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such license, the contract shall be liable to be terminated without assigning any reason thereof.
- 87.3 The Contractor shall at his own expenses comply with all labour laws and keep the OWNER indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the Contractor shall comply with are as under:
- I. Payment of contribution by way of Employer's Contribution towards provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges, etc. at the rates made applicable from time to time by the Government of Gujarat / Government of India or other Statutory Authority.
 - II. Payment of deposit in respect of each contract labour at the rate of Rs. 30/- or later prevailing rate with the Office of Commissioner of Labour as per the Contract Labour (Regulation and Abolition) Act.
 - III. License fee as prescribed under the Contract Labour (Regulation and Abolition) Act and Rules framed there under depending upon the number of workmen.
 - IV. Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
 - V. Identity cards as prescribed under the Factories Act with photo affixed thereto, for identification.
 - VI. Payment of retrenchment compensation, Notice Pay and other liabilities as per Industrial Dispute Act. Any payment to the Contractor's employee arising out of any claim of disputes under the Industrial Disputes Act 1947 or any other Labour Laws.
 - VII. Payment of compensation in case of accidental injury.
 - VIII. Provision of crèche if the female laborers employed are more than 30.
 - IX. Maternity Leave as per the provisions of the Maternity Benefit Act.
- 87.4 The above are some of the major liabilities of the Contractor in addition to other liabilities prescribed under the various labour laws, in force from time to time, from Statutory Authorities like State Government/ Government of India, which the Contractor shall have to comply with.

I. PROVIDENT FUND AND FAMILY PENSION SCHEME:

The Contractor shall submit along with his bills (month wise) a statement regarding deduction against employees Provident Fund and Family Pension Scheme in respect of each concerned employee. Provident Fund and Family pension Scheme at the rate of 12% (or at the rate made applicable by the Government from time to time of the wages. The Contractor's contribution and his workers contribution towards Provident Fund and Family Pension Scheme shall be deposited by the Contractor with Regional Provident Fund Commissioner of concerned region.

II. DEPOSIT LINKED INSURANCE SCHEME

The contractor shall have to deposit ½ % of the wages in respect of employees who is a member of the Provident Fund, as the contribution to the Deposit Linked Insurance Scheme with Regional Provident Fund Commissioner of concerned region.

III. ADMINISTRATIVE CHARGES:

Administrative charges for maintaining Provident Fund Account shall be deposited by the Contractor with Regional Provident Fund Commissioner of concerned region at the rates applicable

IV. PAID LEAVE FACILITY:

Paid Leave Facility at the rate of one day for every twenty days worked by the Contract Labour, shall be provided by the Contractor to his workers. He shall maintain Leave Records, Leave Cards, for individual laborer which shall be duly verified, approved and certified by the authorized Officer of the OWNER

V. WORKMAN'S COMPENSATION FUND AND EMPLOYER'S LIABILITY INSURANCE:

The contractor shall cover all his employees under workmen's compensation fund and under the liability insurance. The purchaser shall not be responsible for any payments of compensation to the workers/supervisor of the contractor for fatal or non-fatal accidents during the pendency of the contract. The contractor shall employ adequate number of experienced skilled at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible

VI. CONTRACTOR TO INDEMNIFY THE OWNER:

The Contractor shall Indemnify the OWNER and every member officer and employees of the OWNER also, Engineer-in-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever, arising out of or in connection with the matters referred herein above elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the or Government for or in respect of performance of his

obligation under the contract documents. The OWNER shall not be liable for intervention of authority Government for or in respect of performance of his obligation under the contract documents. The OWNER shall not be liable for or in respect of or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or his Sub-Contractor and the contractor shall indemnify and keep indemnified the OWNER against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto.

VII. WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

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

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

The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the minimum wages act. The wages of every Contract Labour employed by him under this contract shall also be paid by him before the expiry of 7th day of the last day of the month in respect of the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs. 100/- per each day or as per the prevailing rules of labour laws.

The Contractor shall give his Telephone Number and Address to the OWNER, so that, in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office outside the factory work premises and the Contractor shall arrange to have his office outside the factory work premises and the Contractor shall keep himself present throughout the working hours.

IX. REGISTRATION WITH PROVIDENT FUND OFFICE

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

88.0 Termination of Contract: In case of contractor fails to deliver the stocks or any consignment thereof within contractual period of delivery or in case the stores are

found not in accordance with prescribed specification and/or the approved sample, the OWNER shall exercise its discretionary power either:

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

89.0 To cancel the contract: In the event of the risk purchase of stores of similar description, the opinion of the OWNER shall be final. In the event of action taken under clause above, the contractor shall be liable to pay for any loss which the OWNER may sustain on that account, but the contractor shall not be entitled to have any saving on such purchases made against default .The decision of the OWNER shall be final as regards to the acceptability of stores supplied by the contractor and the OWNER shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.

90.0 MATCHING OF END COST:

In case the OWNER decides to award contract on matching end-cost basis, the bidder has to reduce the quoted rates. The confirmation for matching end cost shall be given within 7 (seven) days from the letter from OWNER.

GENERAL INFORMATION (TECHNICAL) :

1.1. CODES, STANDARDS & REGULATIONS

The design, manufacture, erection, and testing of the equipments and material to be supplied shall comply with latest revisions of relevant Indian Standards or equivalent IEC standards mentioned in technical specifications in detail. In addition, the Indian Electricity Rules, Electricity Act 2003, 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 OWNER. The bidder shall submit his offer as per information given in submission of tender.

Drawings, Data and Documents

The bidder shall furnish following documents/ information along with offer in spiral bound volumes. General description of equipment offered specifying the important features, make, technical parameters, materials of construction etc. To enable OWNER to have proper understanding of the material offered and its operation.

The drawings and documents shall be furnished to OWNER by the successful bidder for approval of OWNER, within the period stipulated in the draft contract/mutually agreed terms at the time of placement of order, the bidder shall submit a list of all such drawings and documents he proposes to submit. The list will be approved by OWNER and may be modified, if necessary. Each drawing /document in the list shall be identified with a serial number, description and scheduled date of submission. This should be submitted in a spiral bound volumes.

1.2. FOR REFERENCE

- OEM's Complete and comprehensive instruction manuals with drawings for operation and maintenance of the equipments supplied by the bidder.
- Preventive maintenance schedule for each equipment.
- Procedure for shutdown and HT equipment.
- Safety procedures for safe operation of equipment and complete system.
- Test procedure for site tests.

1.3. AS- BUILT DRAWINGS

On completion of installation, testing and commissioning, the bidder shall in Corporate visions/ modification if any, in the reproducible and submit 'as built' drawing for OWNER's record in spiral bound volumes and soft copy. The drawings shall be in AutoCAD DXF format.

1.4. TEST AND INSPECTION FOR INDIVIDUAL ITEM

Routine test/ Acceptance tests shall be carried out on 100% quantity of ABEC and its accessories as per relevant IS/IEC at manufacture's works, and remaining material the testing shall be carried out on the quantity as per relevant IS/IEC criteria. The bidder shall make reasonable facilities, at his cost for inspection and testing of the equipment/material by OWNER's Officials. No equipment/item shall be dispatched to site without provisional certificates of acceptance issued by OWNER. Inspection and test shall be carried out at the place of manufacture as well as on receipt of the equipment at site if required. Inspection and tests do not relieve the bidder of his contractual obligations regarding performance of the equipment at site/in actual use.

The bidder shall submit the brief summary of all type test certificates for similar equipment supplied by him elsewhere and the actual type test certificates as and when asked. In case type test certificates for similar equipment is not available, the same shall be conducted in the presence of OWNER's Authorized representative if OWNER so desires, without any financial implications to the OWNER. The type test report shall not be older than 5 year from the date of tender opening (Technical bid opening). The supplier of the equipment shall ensure that the equipment available at his works for routine test/type test/acceptance test are duly calibrated and necessary certificate shall be made available to the inspecting officer of OWNER.

As far as possible, the supplier of equipment shall give a minimum of 15 days notice of readiness of material and give the inspection call accordingly. If on arrival of inspecting officer at the works, the material is not found to be ready, the concerned supplier of equipment shall be liable for additional expenditure OWNER may incur on account of retention or re-deputation of the inspecting officer.

The officer deputed for inspecting for particular lot of material according to intimation from you may also like to check Quality Control Plan and for that purpose he may demand the Test Reports of raw material being procured.

1.5. FUNCTIONAL AND COMPOSITE TESTING

The routine/acceptance tests as mentioned in the detailed technical specifications 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 OWNER's Authorized Representative.

1.6. BAR CHARTS

The Bidder shall furnish along with the bid, the bar charts in Project and project schedules indicating starting and completion dates of each activity, such as preparation & approval of

drawings, manufacturing/supply/ delivery, Erection works, testing, pre commissioning and commissioning etc. so that quarter wise completion activities suffice the purpose for releasing the connections.

1.7. GENERAL

Identification labels shall be provided on all equipments as per client's approval. All labels shall be engraved on plastic (white letters with black background) and all text shall be in English language.

Any exclusion /deviation from specification shall be clearly spelt out and listed at one place only and bidder shall substantiate the same with appropriate reasons. In the absence of clearly spelt out and mutually agreed deviation, it shall be considered that the bidder has undertaken to comply with the technical specification totally, in letter and spirit.

It will be responsibility of the successful bidder to obtain necessary approval of statutory authority as per rules of Govt. of Gujarat before energizing/ charging the equipment/system. However bidder shall be extended all assistance by the OWNER in regard to application for the same.

For installation work at site, the bidder shall be fully responsible for arranging the supply of required tools and tackles, welding sets, cable crimping tools, labours, scaffolding, ladders, etc.

The power connection will be provided by OWNER at one point only at the prevailing tariff, from where the bidder has to arrange for temporary connection and further distribution of supply at his own cost. The installation of energy meter, cut out, switches etc. for construction power shall be as per prevailing norms of OWNER. The test report and other requirement to release the connection shall be as per prevailing rules of OWNER.

On completion of the installation but before energizing the system, all installation shall be physically checked and properly tested. These checks and tests shall be conducted by the bidder under the supervision of Engineer In-charge and bidder shall furnish the final status and test results shall be made good by the bidder free of cost within contract completion period.

All clamps, brackets, bolts, nuts, screws, markers, ferrules, lugs and glands and other hardware necessary for erection work, shall include in the scope of work and shall be arranged by the bidder.

1.8. INSPECTION AND TESTING OF EQUIPMENT

Manufacturing Progress reviews, inspection & testing of all equipments and material involved in covered under the technical specification and schedule-B shall be carried out by the OWNER's Authorized Representative at the manufacturer's works/premises prior to dispatch,

to ensure that their quality & workmanship are in conformity with the contract specifications and approved drawings.

1.9. RESPONSIBILITY FOR INSPECTION

Any inspection by the OWNER's Authorized Representative does not relieve the Bidder from his responsibility of quality assurance and quality control functions. As such, any approval which the Inspecting Engineer of the OWNER may have given in respect of equipment and other particulars and the work or workmanship involved in the contract (whether with or without test carried out) shall not bind the OWNER to accept the plant & equipment, should it on further tests at site be found not comply, with the requirements of the contract. If required, audit wing of OWNER .Inspection Department shall also be entrusted with inspection of particular item/equipment received at site. The bidder is to meet the inspection & testing requirements for the equipment coming under the statutory regulations e.g. weights & measures, safety, IE rules, etc. and submit calibration certificates and documents from appropriate authority to the OWNER Inspecting Engineer for the same, on demand. The R&D Engineer of the respective team of the Research work shall be included in the inspection of material for acceptance at bidders' work.

1.10. METHOD OF GIVING INSPECTION CALLS

Inspection calls shall be given by the Bidder to Chief Engineer (Tech), PGVCL, Rajkot in accordance with mutually agreed program with 15 days' clear time for all equipments. Four sets of relevant test certificates and inspection report of the Bidder/ Sub-bidder after satisfactory completion of internal inspection and test shall be submitted along with acceptance/routine test certificate of the tests witnessed by OWNER Inspector.

The OWNER reserves the right to visit at any stage of manufacture at plant and ask for additional inspection & tests if it is found necessary after completion of detailed design & engineering and approval of drawings. The OWNER or his duly authorized representative shall on giving written instructions to the bidder, setting out any grounds of objection which he may have in respect of the work, be at liberty to reject all or any part of plant/equipment or workmanship which are not in conformity with the contract provisions.

1.11. BIDDER'S RESPONSIBILITY

The Bidder shall provide all reasonable facilities to the Inspecting Engineers (DISCOM and GPRD Cell) of the OWNER to the Bidder's or their sub-bidder's premises at any time during contract period, to facilitate him to carryout inspection & testing of equipment during manufacture of equipment. The Bidder shall delegate a representative/coordinator to deal with OWNER on all inspection matters. The Bidder shall comply with instructions of the OWNER's Inspecting Engineer fully. The Bidder shall ensure that the equipment and materials once rejected by the Inspecting Engineer are not reused in the manufacturing of the

equipment and materials. Where parts rejected by the Inspecting Engineer have been rectified as per agreed procedures laid down in advance, such parts shall be segregated for separate inspection and approval, before being used in the work.

1.12. INSPECTION WAIVER

For certain standard bought-out items and the products of reputed firms where the OWNER has earlier experience on the quality of their products, the OWNER may consider allowing of inspection waiver for such items. The Chief Engineer PGVCL, Rajkot shall issue approval of inspection waiver certificate after scrutiny of bidder's internal inspection report, test certificates and other documents. However, it is not binding upon OWNER to give waiver on bidder's request. OWNER may weigh the important issues like quantity of material, cost of material, importance of material, distance of travel & time of travel required to inspect before deciding the waiver of the inspection.

1.13. AUDIT INSPECTION

From the lots inspected by the OWNER, the Inspector of OWNER may pick up samples from the lots supplied at stores of contractor at random for quality check only.

The samples picked up will be tested for acceptance test / type test or as decided by OWNER at Government/ NABL approved laboratory in presence of representatives of contractor and OWNER as per relevant ISS/BIS/ OWNER specifications. The test results will be binding on the suppliers and OWNER, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to consumption of the materials then in that case for whole of the rejected lot, OWNER will deduct maximum up to 30% + GST (Thirty + GST) of the contractual order cost of that item. If the same are not utilized / consumed, then OWNER may ask for replacement at sole discretion of OWNER or may accept with maximum deduction up to 30% + GST (Thirty + GST) of the contractual order cost of that item, and all these will be binding on the contractor.

In case if the materials does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by OWNER for testing and if subsequent testing are to be carried out (which will solely at OWNER discretion), then all Testing fees, expenses of the inspector and other expenses incurred by OWNER will be to contractor's account. The decision in this regard for acceptance as above of OWNER shall be final and this will be binding on the contractor.

1.14. OTHER CONDITIONS

Any clarification / amendment necessary, in any or more clauses incorporated in the present A/T, you will have to make a detailed reference to the OWNER latest within ten days from the

receipt of A/T. If you fail to do so, no request for any clarification / amendment shall be considered thereafter. Please also note that all the points which need clarification / amendment should be brought out at once. No piecemeal clarification/amendment will be entertained.

ECC
ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

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

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

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

3.0 OWNER'S LIEN ON EQUIPMENT

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

4.0 ACCESS TO SITE AND WORKS ON SITE

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

5.0 CONTRACTOR'S SITE ESTABLISHMENT

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

6.0 CO-OPERATION WITH OTHER CONTRACTORS

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

7.0 DISCIPLINE OF WORKMEN

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

8.0 CONTRACTOR'S FIELD OPERATION

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

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

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

9.0 PROGRESS REPORT

- 9.1 The Contractor shall furnish three (3) copies each to the Engineer of progress including if any, photographs of the work done at Site.
- 9.2 The Fortnightly progress report detailing-out the progress achieved on all erection activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

10.0 MAN-POWER REPORT

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

11.0 PROTECTION OF WORK

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

12.0 EMPLOYMENT OF LABOUR

- 12.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No person below the age of eighteen years shall be employed.
- 12.2 All traveling expenses including provisions of necessary transport to and from Site, lodging, allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

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

13.0 FACILITIES TO BE PROVIDED BY THE OWNER

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

- a. The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, etc. required for execution of the Contract. Any such temporary construction shall be done by the Contractor at his cost.
- b. On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made.

13.2 **Electricity: Power supply:**

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

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

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

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

14.3 **Cleanliness:** The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage

to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.0 LINES AND GRADES

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

16.0 FIRE PROTECTION

The work procedures that are to be used during the erection shall be those, which 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 fire fighting. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

17.0 SECURITY

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

18.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

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

19.0 MATERIALS HANDLING AND STORAGE

- 19.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.
- 19.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance atleast once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be opened for inspection by the Engineer.
- 19.7 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 19.8 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.
- 19.9 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 19.10 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally, all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials,

which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

20.0 CONSTRUCTION MANAGEMENT

- 20.1 The field activities of the Contractors working at Site will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and the tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 20.2 The Engineer shall hold weekly meetings of the Contractor at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.
- 20.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.
- 20.4 The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors if any at site.

21.0 FIELD OFFICE RECORDS

The Contractor shall maintain up to date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications, and supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

22.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

- 22.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 22.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 22.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer.

23.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

24.0 INSURANCE

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

25.0 Workmen's Compensation Insurance

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

Workmen's- Compensation: As per statutory Provisions
Employee's liability : As per statutory Provisions

26.0 Comprehensive General Liability Insurance

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

27.0 UNFAVOURABLE WORKING CONDITIONS

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

28.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

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

29.0 WORK & SAFETY REGULATIONS

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

- II. All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of OWNER in this regard.
- III. Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.
- IV. The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
- V. The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- VI. The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by OWNER to handle such fuses, wiring or electrical equipment
- VII. Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
 - a. Satisfy the Engineer that the appliance is in good working condition;
 - b. Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
 - c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- VIII. The Engineer will not grant permission to connect until he is satisfied that:
 - a. The appliance is in good condition and is fitted with suitable plug;
 - b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- IX. No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- X. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.

- XI. In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- XII. The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
- XIII. The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- XIV. It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following
- a. Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
 - b. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
 - c. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
 - d. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - e. Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- XV. The Contractor shall follow and comply with all OWNER 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 OWNER Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

- a. Fatal injury or accident-Rs. 1, 00,000/- :
- b. Major injuries or accident causing Rs. 20,000/- injury to 25% or more permanent disablement per person : any person, to Workmen or employees : whosoever. Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner such amount in addition to the compensation indicated above.

30.0 CODE REQUIREMENTS

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

SCC
PART-I
SPECIAL CONDITIONS OF CONTRACT

1.0 General Particulars:

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

2.0 Tender Fee:

The tender fee specified in notice inviting tender is payable by Demand Draft (DD) at Rajkot drawn on any Scheduled Bank / Nationalized Bank in favor of OWNER. The same will be furnished in Cover-1 of Bid along with EMD (Bid Security).

3.0 Earnest Money Deposit (EMD):

The bidder shall furnish, as a part of its bid EMD, bid security for an amount of Rs.35,000/- for MSME unit and Rs. 40,000/- lacs for Non MSME unit to be paid as under:

- 3.1 If the EMD amount is more than Rs.1 Lac, it should be paid either by Demand Draft or Banker's Cheque or Bank Guarantee. 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 Demand Draft or Banker's Cheque only.
- 3.2 If the EMD amount is less or equal to Rs.1 Lac, it should be paid either by Demand Draft or Banker's Cheque in favor of Paschim Gujarat Vij Company Limited payable at Rajkot. Alternatively it can be paid in CASH(up to Rs. 10,000/- only),
- 3.3 The validity of the Bank Guarantee for EMD should be for a period of at least Six Months from the date of submission of the Bid of the Tender.
- 3.4 EMD of the unsuccessful Tenderers if paid in Cash / Demand Draft / Banker's Cheque will be returned within 15 days from the date of placing of the order to the successful Tenderer through RTGS / NEFT for credit to his Bank Account. The Bidder shall have to give details of his Bank Account with a Cheque duly cancelled. Claim for refund of EMD against original Money Receipt shall be entertained by the Company. The Bank Guarantee of the unsuccessful Tenderers towards EMD shall be returned within 15 days from the date of placing of the order to the successful Tenderer. However, the EMD Amount / Bank Guarantee of technically disqualified bidder will be returned within 15 days from opening of price bids.

The details of refund of EMD by RTGS with transaction No. should be informed to respective bidder by letter/ e-mail etc...

- 3.5 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant paras elsewhere The bid guarantee shall be made payable to the Owner without any condition whatsoever.
- 3.6 Any bid not secured in accordance with above will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.
- 3.7 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee
- 3.8 The bid guarantee may be forfeited.
 - a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form:
 - b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract)

4.0 Declaration by Bidder:

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

5.0 QUALIFYING REQUIREMENT

Bidder to satisfy all the following requirement.

1. The bidder should have regular supplier of GUVNL and its subsidiary companies for 11 KV and above voltage A B Switch.
2. All the Equipment's proposed to be supplied shall have valid type test certificates of relevant IS from Government approved/ NABL laboratory not older than 7 years & must be valid up to the expiry of validity of offer. (As being new items 11 KV AB Switch Type test is also considerable).
3. The Bidder's average annual financial turnover of last three years must be 50% of tender estimated cost i.e. 2015-16, 2016-17 and 2017-18.
4. The bidder shall have to submit valid Electrical Contractor License of Gujarat who will execute the site installation work have a valid electric contract license.
5. Bids with Consortium Members Joint Venture are not allowed.

The owner may assess the capacity & capability of the bidder, to successfully execute the scope of work covered under the work.

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

6.0 Additional Documents:

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

1. GST & PAN Registration No. date/ issuing authority.
2. Regn. No. under Shops & Estt. Act/ issuing authority
3. Details of Partners/Directors of the Firm/Company.
4. Experience Record and details of orders pending / executed for various utilities
5. Last three years Audited Accounts, audited by CA.
6. Detail of Manufacturing/Fabrication facilities
7. Factory Registration/license details

7.0 COMPLETION PERIOD

- 7.1 The contractual period for execution of the work stated in Schedule: B of this project consist of 1 (one) month commencement period and 4 (Four) month's execution period from the date of LOA issue.
- 7.2 All approvals of drawings, type tests, material supplier vendors etc. shall have to be completed during commencement period.
- 7.3 No mobilization period, idling or stoppage period will be allowed during this period of the Contract.
- 7.4 The completion date will be deemed to be the date on which all works on the Contract are demonstrated to be complete to the satisfaction of the OWNER/Engineer and is complete in all respects as per the terms and conditions of this Contract.

8.0 Instructions before submitting your bid.

- 8.1 All the drawings, i.e. elevation, side view, plan, cross sectional view of ABEB, Support Structure and other required items etc., in Auto CAD format and manuals in PDF format, for offered item shall be submitted by all bidders. Also the hard copies as per specification shall be submitted.

- 8.2 The bidder shall submit Quality Assurance Plan (QAP) & Field Quality Plan (FQP) with the technical bid.
- 8.3 The bidder must fill up all the point of GTP for offered item/s. Instead of indicating "refer drawing, or as per IS/IEC", the exact value/s must be filled in.
- 8.4 All the points other than GTP, which are asked to confirm in technical specifications must be submitted separately with the bid.
- 8.5 The bidder shall bring out all the technical deviation/s only at the specified annexure.
- 8.6 Bar chart with as per above clause no. 7.0 i.e. completion period shall be submitted.
- 8.7 The bidder has to submit valid type test reports of all equipments with technical bid in physical form.

9.0 Training: The successful bidder is required to provide One/two day Training to the all aspects of the ABEB, DISCOM premises to all concern Engineers and Line staff as decided by the DISCOM shall be provided as one time activity in-depth training to DISCOM engineers and line staff at no cost to DISCOM. Training module shall be mutually discussed and finalized to cover Owner's personnel to operate, append, modify, trouble shoot, and interface the system with other billing and revenue management through hardware and software linkages. The bidder shall provide all the documentation and write up material for trainees. The training courses shall be structured and supported by "Illustrations, Video, and Charts. Certified trainers from the vendor's office shall impart the developer and system administration training preferably. The vendor shall provide extensive lecture notes, handouts and other training documents.

10.0 Progress Report: The successful bidder shall submit progress report daily and fortnightly for supply activities & fortnightly for erection activities along with site photographs.

11.0 Minor Civil Works: During the installation / erection of the outdoor equipments /materials or any other erection activity as per the scope of tender, any civil structure / slab, wall, road, Indoor or Outdoor cable trench etc. which may need to be altered / modified or damaged shall be rectified / made it good by the successful bidder at no extra cost to the OWNER 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.

Declaration

Tender for Turnkey based project for manufacturing, installation, commissioning, testing of remotely operable and communicable air break switch with earth blade facilities at various feeders of all DISCOM as per tender specifications complete along with all the tender Terms and Conditions.

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

- a) I/ We, the undersigned, have read and understand the Tender Specification No.
- b) The supply & erection price components in the bid are firm prices in line with Tender Specifications and shall stand valid till completion of the Contract, if awarded.
- c) I/We declare that our bid is strictly in line with Tender Specifications and there is no deviation. Further, I / we also agree that additional conditions / deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof.

Signature of Authorized representative
of Company / Agency

NAME: _____

STATUS: _____

Name of BIDDER

ANNEXURE – 1

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

Sr. No	Details	Confirmation (Tick <input type="checkbox"/> any one)
1.	Physical Bid Sequence(PBS) "Annexure-A"	YES / NO
2.	Bidder Qualifying Criteria(BQS) "Annexure-B"	YES / NO
3.	Firm's details as per "Annexure -2"	YES / NO
4.	Type test reports as per "Annexure-3"	YES / NO
5.	Technical & comm. Deviation "Annexure-4"	YES / NO
6.	Under taking "Annexure-5"	YES / NO
7.	Important Instruction	YES / NO

NOTE:

ALL THE DOCUMENTS SHOULD BE PROPERLY FILED AND SHOULD BE GIVEN FLAG MARKING FOR IDENTIFICATION.

Signature of Tenderer

Company's Round Seal

Date:

Place: Page 76 of 91

ANNEXURE - 2

DETAILS OF THE FIRM

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

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

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

Signature of Tenderer

Company's Round Seal

Date:

Place: Page 77 of 91

ANNEXURE- 3

LIST OF ITEMWISE TYPE TESTS REPORTS SUBMITTED WITH THE TECHNICAL BID.

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

Signature of Tenderer

Company's Round Seal

Date:

Place: Page 78 of 91

ANNEXURE – 4

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

ANNEXURE – 5

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

Sub: Undertaking in regard to Stop Deal / Black List Thereof.

Ref: Tender No. PGVCL / _____.

.....

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

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

Signature of the Tenderer

Seal of the Firm

PASCHIM GUJARAT VIJ COMPANAY LTD.

Tender No. PGVCL/

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 OWNER Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. There is no commercial or Technical deviation (except the deviations shown in Annexure of Technical Deviations) in the offer from OWNER Tender Specification. I undertake to abide by OWNER Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per OWNER 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 OWNER, including delivery schedule.”

(Signature of the Tenderer)

2. Any offer without above certificate will not be considered and the tender will be out rightly ignored in the absence of above certificate.
3. After opening of the Tender, if it is found that the offer given by the Tenderer is not according to OWNER specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then OWNER 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.

ANNEXURE -6

Vendor must fill up below details & should place at the top of the Technical Bid.

1. **PRICE** :
[FIRM ONLY]

2. **a. GST** :
b. [IN PERCENTAGE]

3. **PENALTY TERMS AGREE** :
(Please specify YES / No.)

4. **SECURITY TERMS AGREE** :
(Please specify YES / No.)

5. **P.B.G. TERMS AGREED** (Wherever applicable) :
(P.B.G. – Performance Bank Guarantee)

6. **EXECUTION PERIOD TERMS AGREED** :

7. **VALIDITY OF THE OFFER AGREED** :

8. **PAYMENT TERMS AGREE** :
(Please specify YES / No.)

9. **GST Registration No & date** :

11. **TELEPHONE NOS. & FAX NO.** :

12. **AUTHORISED PERSON OF THE FIRM** :

13. **NAME OF THE PROPRIETOR,
PARTNERS, DIRECTORS
[AS THE CASE MAY BE],
ALONG WITH ADDRESS, TELEPHONE,
FAX NO. Etc.** :

14. **PAN No. & Date** :

15. **PF Registration No.** :

16. **If Vendor Registration is Done** :
(Please submit copy of Vendor Registration
approval letter in the EMD cover).

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

ANNEXURE - 7

Vendors must furnish the Banker's/Bank details along with technical Bid.
(This is Mandatory)

1	Name of Banker/Bank:-							
2	Full address of Banker/Bank with PIN Code:-	<p style="text-align: right;">PIN Code</p> <table border="1" style="margin-left: auto;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table>						
3	Fax No. Of Banker/Bank:-							
4	Phone No. of Banker/Bank:-							
5	E-Mail Address of Banker/Bank:-							

Signature of Tenderer

Company's Round Seal

Date:

Place: Page 83 of 91

Tender for Supply of _____

Tender No: PGVCL/
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.

a) Seal of the Firm

Signature of the Tenderer

b) Place:

With Designation.

c) Date:

CONTRACT AGREEMENT

(Non judicial stamp paper of Rs. 100/-)

This agreement is made at Rajkot, the _____ day of _____ in the Christian year Two Thousand Five between _____ (herein after referred to

as "THE CONTRACTOR" which expression shall unless excluded by or repugnant to context include its successors or permitted assigns) of the one part and the Paschim Gujarat Vij Company Limited having their Corporate Office at Rajkot, (hereinafter called "Corporation" which expression shall unless excluded by or repugnant to the context include its successors or assigns) of the other part.

"WHEREAS" the aforesaid Corporation has accepted the tender of the aforesaid contractors for _____

_____ as per OWNER's Order No. _____ hereinafter called "The works" and more particularly described enumerated or referred to in the specification, terms and conditions prescribed in the order letter, covering letter and other letters and schedule of price which for the purpose of identification have been signed by Shri _____ on behalf of the Contractors and by _____ on behalf of the Corporation, a list where

of is made out in the schedule hereunder written and all of which said documents are deemed to form part of this contract and included in the expression 'The Works' wherever herein used, upon the terms and subject to the conditions hereinafter mentioned. AND WHEREAS THE OWNER has accepted the tender of the contractor for the work of Supply, Erection, Cable laying, Testing and commissioning of equipments, materials on EPC basis at Various substation of Vijapur sub division for SFMS Pilot project of Gujarat State for the sum of Rs. _____ (Rupees _____) upon the terms and subject to the conditions herein mentioned.

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

1. The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the completion of the works as mentioned and at the times, in the manner and subject to the terms conditions and stipulations contained in this contract, and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid, the Corporation doth hereby covenant with the contractor to pay all the sums of money as and when they become due and payable to the contractors under the provisions of the contract. Such payment to be made at such times and in such manner as is provided by the contract.
2. The conditions and covenants stipulated hereinbefore in this contract, are subject to and without prejudice to the rights of the Corporation to enforce penalty for delays and / or any other rights whatsoever including the right to reject and cancel on default or breach by the contractors of the conditions and the covenants as stipulated in the general conditions,

specifications, forms, or tender schedule, drawing, etc. attached with Corporation's Order No._____.

The contract value, extent of works / supply, completion / delivery dates, specifications and other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or construed to mean or apply to affect or alter other terms and conditions of the contract and the general conditions and the contract so altered or revised shall be and shall always be deemed to have been subject to and without prejudice to said stipulation.

SCHEDULE

List of documents forming part of the contract:

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

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

Signed, Sealed and Delivered by _____

for and on behalf of M/s. _____

In the presence of, signature with names and

Address: _____

1) _____

2) _____

Signed, Sealed and Delivered by

for and on behalf of Paschim Gujarat Vij Company Limited
Visnagar Road, Rajkot – 384001

In the presence of, signature with names and

Address: _____

1) _____

2) _____

BANK GUARANTEE FOR E.M.D/.ON NON JUDICIAL STAMP PAPER OF Rs.100/-)

BANK GUARANTEE

WHEREAS Messer's _____(Name and address of the firm)
having their registered office at _____
_____(address of firm's registered office)
(here in after called the "Tenderer") wish to participate in the Tender
No. _____
for _____(Supply / Erection / Supply and Erection / work) of

(Name of the material / equipment / work) _____ for Paschim Gujarat Vij Company
Limited (hereinafter called the "Beneficiary") and

WHEREAS a Bank Guarantee for Rs. _____(Amount of E.M.D.) valid till
_____(mention here date of validity of this guarantee which **will**
be 6 months beyond initial validity of Tenderer's offer), is required to be submitted towards
Earnest Money Deposit 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
unequivocal and unconditionally to pay within 48 hours on demand in writing from the
Paschim Gujarat Vij Company Limited or any officer authorized by it in this behalf any
amount not exceeding Rs. _____(amount of E.M.D.)
(Rupees _____) to the said Paschim Gujarat Vij
Company Limited on behalf of the Tenderer.

We _____ (Name of the Bank) _____ also agree that withdrawal of the
tender or part thereof by the tenderer within its validity or non-submission of Security
Deposit by the Tenderer within one month from the date tender or a part thereof has been

accepted by the corporation 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 up to and inclusive of _____
_____ (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by 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 alterations made, given, conceded with or without our acknowledge or consent by or between the Tenderer and the Paschim Gujarat Vij Company Limited

NOTWITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. _____ (amount of E.M.D.) (Rupees _____
_____ (in words). Our guarantee shall remain in force till _____ (date of validity of the guarantee).

Place:

Signature of the Bank's authorized Signatory

Date:

with official seal.

IN STAMP PAPER OF RS.100/-

ON RECENT STAMP PAPER OF Rs.100/=

To,
Chief Engineer,
Paschim Gujarat Vij Company Limited.,
Visnagar Road,
Rajkot – 384001

B/G No. _____
Issuing date:
Expiry date:
Amount :

BANK GUARANTEE (For Execution of Contract & Performance Guarantee)

We, _____ (name of the Bank and address of the branch giving the Bank Guarantee), having our registered office at _____
_____ (Regd. Office of Bank) hereby agree unequivocally and unconditionally to pay within 48 hours on demand in writing from the OWNER., or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ only (amount in words)
Rs. _____ only to the said OWNER. on behalf of M/s _____ (name and address of the firm) , who have entered into a contract for the supply/works specified below :

A/T No. _____ dated _____

This agreement shall be valid and binding on this Bank upto and inclusive of _____ (mention here the date of validity of Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variation or alteration made, given, conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

Signature of Tenderer

Company's Round Seal

Date:

Place: Page 90 of 91

NOTWITHSTANDING anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. _____ only. (Rs. _____ in words) This Bank Guarantee shall be valid up to Dtd. _____ (date of expiry)

Place:

Date:

Round seal & Signature of
Bank Officer

PARTY TO TAKE NOTE PLEASE BEFORE SUBMITTING THEIR BANK GUARANTEES

1. A/T no. and date to be written on every page, of Bank Guarantee & its Extension.
2. If B/G amount is more than Rs.50, 000/- , kindly take sign of two bank officer with their respective Employee code no.
3. Valid Confirmation letter of the concerned Bank in an approved format should be attached with every Bank Guarantee & its Extension.
4. Stamp paper should be valid & recent one and date of issuing of stamp paper should not be beyond six months, in any case.
5. Round seal and signature of two Bank officers should be affixed on every B/G paper.