Uttar Gujarat Vij Company Ltd.
Division Office: 1 LATHI BAZAR, DEESA–385535 (North Gujarat) Telephone: (02744)-220516-9687633965.

| | |
|---|---|
| **PR No:** | **415521** |
| **RFQ No:** | **58505** |
| **CIN :** | **U40102GJ2003SGC042906** |

## ADVERTISED TENDER NOTICE NO.: PLN-CO-02 /2020-21

**Name of Work :** **Laying of underground cable network with terminationsin the area of UGVCL for SHIHORI SD/N UNDER DEESA-1 DIVISION.**

| | |
|---|---|
| Estimate cost. | Rs. 4,84,225.00 |
| Earnest Money. | Rs. 5000.00 in form of Demand Draft of nationalized bank. |
| Security Deposit. | 5% of Order value |
| Last Date of document received | Date: 19-05-2020 On 18.00 Hrs. (By RPAD) |
| Date of opening the tender at | Date: 20-05-2020 On 16.00 Hrs. (If Possible ) |
| Type of tender | Percentage Rate. |
| Tender Fee | Rs. 590.00 (500+18% GST) in form of Demand Draft of nationalized bank |
| Time Limit. | 12 month |

Earnest money deposit will be accepted in cash or by demand draft on any nationalized bank at DEESA in favour of UTTAR GUJARAT VIJ COMPANY LIMITED. Cheque or Bank guarantee will not be accepted. The tender without Earnest Money deposit will not be accepted. The date of D.D of EMD should be within 10 days from the date of receipt of tender.

NOTE: Tender received through RPAD only will be accepted.

**SUPDT.ACCTT. (Exp)**
**UGVCL,DO DEESA-1**

**EXECUTIVE ENGINEER**
**UGVCL, DO DEESA-1**

To be filed in the Tender.

(1) Tendered Value :
(To be filed by the Contractor) Rs._____

(2) Earnest Money Deposit
Paid vide DD No. _____Date _____Rs_____

(3) GST No. _____Date:-_____

## SCHEDULE: B - PRICE BID

**Name of Work: - Laying of underground cable network with terminationsin the area of UGVCL for DEESA SHIHORI SD/N UNDER DEESA-1 DIVISION.**

| Sr. No. | Description of works | Unit | Supply Qty. | Rate | Total (in Rs.) |
|---|---|---|---|---|---|
| 1 | Laying (including installation, testing and commissioning) of various size of Single circuit 11 KV XLPE insulated Alluminum armoured Cable in ground 1200 mm deep and 300 mm wide trench, providing sand cushioning below (75 mm thick layer of sand) and above (75 mm thick layer of sand) of the cable and covering it with RCC half round Hume pipe (150 mm inner diameter with thickness of 30 mm and One meter in length) before refilling pre-bonding tap/warning tap should provide below 700 mm from the ground level and back filling the same to make ground level as per original. As per specification and drawing of UGVCL. (RCC half round pipe should be provide throughout on cable without gap). Only Cable will be supplied by UGVCL. | MTR | 900 | 335 | 3,01,500 |
| 2 | Labour work for laying of HT cable open from air grounding to gentry including carting. | MTR | 100 | 38 | 3800 |
| 3 | Supply and Installation of clamps made from 50*6 mm GI flat (Minimum weight of flat 1.6 Kg per Set) for fitting for 110 mm GI/HDPE Pipe above ground with the Pole including cost of nuts & bolts. | SET | 10 | 130 | 1300 |
| 4 | Laying of various sizes of 11 KV XLPE insulated Aluminium armoured Cable in Cable Tray/ | MTR | 200 | 150 | 30000 |

| | | | | | |
|---|---|---|---|---|---|
| | Trench over/below the ground level excluding Cable Tray/Trench. | | | | |
| 5 | Providing and Fixing of Heat Shrikable Indoor Termination Kits for for 3-Core, 11 KV XLPE Aluminium armoured Cable as specified with connection of leads including cutting, stripping of cable, insulations, providing compression type terminal, crimping of lugs with suitable crimping tool. (Quality make of Raychem / 3M (M-Seal) / Densons / Vikchem etc.) | NO | 10 | 4953 | 49530 |
| 6 | Providing and Fixing of Heat Shrikable Outdoor Termination Kits for 3-Core, 11 KV XLPE Aluminium armoured Cable as specified with connection of leads including cutting, stripping of cable, insulations, providing compression type terminal, crimping of lugs with suitable crimping tool. (Quality make of Raychem / 3M (M-Seal) / Densons / Vikchem etc.) | NO | 10 | 5982 | 59820 |
| 7 | Providing and Fixing of Heat ShrikableStright Jointing Kits for for 3-Core, 11 KV XLPE Aluminium armoured Cable as specified with connection of leads including cutting, stripping of cable, insulations, providing compression type terminal, crimping of lugs with suitable crimping tool. (Quality make of Raychem / 3M (M-Seal) / Densons / Vikchem etc.) | NO | 5 | 7655 | 38275 |
| | TOTAL(A) | | | | 484225.00 |
| | BIDDER'S OFFER (+/-) IN % IN (B) | | | | |
| | GRAND TOTAL C=A+/-(A*B) | | | | |
| | GST@18%(D=C*18%) | | | | |
| | GRAND TOTAL INCLUDING GST(E=C+D) | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | FINAL OFFER IN RS. | | | | |
| | FINAL OFFER IN WORDS RS. | | | | |

**Liaisoning for preparation of site drawing and approval/ noc of electrical inspector & other local utilities like telecom networking , gas, water,drainage, road authority, maha nagar palika etc. is in scope of contractor. The stipulated fees for getting the scope of contractor . the stipulated fees for getting the noc/ way-leave / approval shall be paid by ugvcl, after submission and verification of adequate invoice/ demand note from respective authority.**

The rates quoted are_____% above/bellow to the scheduled rates as shown in SCHEDULE-B above.
Note:-Work to be carried out as per site situation & instruction of Engineer in charge.

**EXECUTIVE ENGINEER**
**UGVCL,DO DEESA-1**

## SECTION 1: INSTRUCTIONS TO BIDDERS

### 1 INTRODUCTION

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

### 2 GENERAL INSTRUCTION

2.1 The Superintending Engineer, UGVCL having its Office at, Palanpur Circle, hereafter called the " UGVCL " intends to invite tender for laying of underground HT cable network with terminations under UGVCL area.

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

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

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

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

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

2.8 UGVCL reserves the right to spread the order if required.

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

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

**3 Bid Submission and Contents of Standard E-Bidding Document**

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

3.2 The outside of the envelope should also indicate clearly the name of the Bidder and his address. In addition, the left-hand corner of the envelope or container should indicate the Bid number and the bid opening date and time.

3.3 The Bidder has to send the Technical Bids by Registered Post or speed post and PRICE BID ON LINE only, Bids submitted after the time and date fixed for the receipt of bids as set out in the INVITATION to bid, shall be rejected.

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

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

**Stage-1: Preliminary Qualifying Details**:

(a) Tender Fee
(b) Earnest Money Deposit
(c) Copy of GST Registration

**Stage-2: Techno-Commercial Details**:

(a) Section 1: Instruction to bidders (ITB)
(b) Section 2: General Conditions of Contract
(c) Supporting Documents / valid proof for Pre-qualifying criteria

**Stage-3: Price Schedule (Online Only)**

## 4 PRE - QUALIFYING CRITERIA

Qualification of bidder will be based on meeting the criteria as specified in Pre- qualifying criteria Part-A and Pre-qualifying criteria Part-B as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an Indian individual firm only. Joint Venture firms are not allowed. Notwithstanding anything stated herein above, the UGVCL reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the UGVCL. The UGVCL reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

**Pre-qualification criteria**

### 4.1 Part-A: Technical:

#### 4.1.1 (A) Under Ground Distribution Network Cable Laying Work.

The bidder must have successfully erected, tested & commissioned underground HT network lines/feeders for 22 KV or 11 KV voltage class (as the case may be in bid) in a single contract in last 7 years as on the date of bid opening, having installation of at least **50%** of length of underground 22 / 11 KV system of bid quantity with satisfactory operation for at least one (1) year as on date of opening of Bid.

**OR**

The bidder must have successfully erected, tested & commissioned underground HT network lines/feeders for 22 KV or 11 KV voltage class (as the case may be in bid) in a two contracts in last 7 years as on the date of bid opening, having installation of at least **40%** of length of underground 22/ 11 KV system of bid quantity with satisfactory operation for at least one (1) year as on date of opening of Bid.

**OR**

The bidder must have successfully erected, tested & commissioned underground HT network lines/feeders for 22 KV or 11 KV voltage class (as the case may be in bid) in a three contracts in last 7 years as on the date of bid opening, having installation of at least 30% of length of underground 22/ 11 KV system of bid quantity with satisfactory operation for at least one (1) year as on date of opening of Bid.

**AND**

**4.1.1 (B) Under Ground Distribution Network Cable Laying Work through Push-Through Method.**

The bidder must have successfully erected, tested & commissioned underground HT network lines/feeders through Push-Through Method for 22 KV or 11 KV voltage class (as the case may be in bid) in a single contract in last 7 years as on the date of bid opening, having installation of at least **50%** of length of underground 22 / 11 KV system of bid quantity with satisfactory operation for at least one (1) year as on date of opening of Bid.

**OR**

The bidder must have successfully erected, tested & commissioned underground HT network lines/feeders through Push-Through Method for 22 KV or 11 KV voltage class (as the case may be in bid) in a two contracts in last 7 years as on the date of bid opening, having installation of at least **40%** of length of underground 22/ 11 KV system of bid quantity with satisfactory operation for at least one (1) year as on date of opening of Bid.

**OR**

The bidder must have successfully erected, tested & commissioned underground HT network lines/feeders through Push-Through Method for 22 KV or 11 KV voltage class (as the case may be in bid) in a three contracts in last 7 years as on the date of bid opening, having installation of at least **30%** of length of underground 22/ 11 KV system of bid quantity with satisfactory operation for at least one (1) year as on date of opening of Bid.

4.1.2 The bidder should possess Electrical Contractor license issued by the Electrical Inspectorate of Govt. of Gujarat/Central Inspectorial organization of Govt. of India/ other state Govt.

4.1.3 Work experiences of the bidder as per above shall be considered only if the works have been executed under Public electrical utility of Central or State Govt. in India/Power Utility/ Power DISCOMs / Power sector PSUs & Power Sector CPSUs.

4.1.4 For Qualifying the experience criteria as above; bidder shall submit Copy of Work Order (showing the statement of quantity & amount), work completion certificate and satisfactory performance certificate at least for period of one year as on submission of bid, from respective authority.

4.1.5 Bidder has to submit the copy of complete type test reports / certificates of offered make of major supply items like HDPE Pipe, Indoor & Outdoor Termination Kits, Straight Joints **kit will be of registered venders of GUVNL or its subsidiary companies only.** as required in under-ground cable laying work.
The Certificates / reports should not be older than 7 (Seven) years.

4.1.6 Any subcontracting documents shall not be considered for technical evaluation.

4.1.7 The above stated requirements are a minimum and the UGVCL reserves the right to request for any additional requirement and also reserves the right to reject the proposal of any bidder, if in the opinion of the UGVCL, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the works.

4.1.8 Bidder must have Skilled Supervisor having at least Graduate Electrical Engineer / Diploma Holder in Electrical Engineering & Skilled Technical staff & labour for execution of work.

4.1.9 Bidder must own cable fault locator van to identify cable fault location. If not, as an alternative, bidder should have out-sourced contract service facility with such agency. For the same bidder must have to submit notarized agreement with out-sourced agency.

**4.2 Part-B: Commercial:** For the purpose of this bid, the bidder shall meet the following requirements:

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

4.2.2 Experience of having successfully completed similar works during last 7 years ending last day of month previous in the one which applications are invited should be either of the following:

a. One similar completed works costing not less than the amount equal to **50%** of the estimated cost

**OR**

b. Two similar completed works costing not less than the amount equal to **40%** of the estimated cost

**OR**

c. Three similar completed works costing not less than the amount equal to **30%** of the estimated cost

4.2.3 Solvency Certificate from Bank (20% of Bid value).

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

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

4.2.6 PAN Number.

4.2.7 Group Insurance: A copy of the insurance policy of the insured labourer's under W.C. Act.

4.2.8 Litigation History: The bidder should provide self-declaration on firm's letter pad with detail information or any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the bidder may result in rejection of Bid.

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

the same bidder have to submit self-declaration on firm's letter pad

## 5 SCOPE OF WORK

5.1 Laying of cable, testing and commissioning: Cable trench up to the depth of 1200 mm is to be dug with width of 300/500 mm as mentioned in schedule (BOQ) / specification in any type of soil. Spreading of sand at the bottom of the trench up to 75mm before Lying of power cable in the Centre of the trench. Spreading of another layer of to 75mm sand above laid cable. Utmost care should be taken while loading / unloading and unwinding the cable drums. Covering the cable with RCC half round hume pipe 30mm thick, 150mm inner dia., Back feeling the trench so as to make ground level as per original. Erection of 11 KV XLPE cable on DP structure with fixing of clamps, aluminum tags and with permanent identification of each cable at top and bottom with permanent identification.

5.2 Horizontal drilling without damage to surface road and putting HDPE/G.I pipe or any other pipe during the execution of U.G network (as per the direction of Engineer-in-charge). The pipes shall be in conformity to the various relevant IS codes and laying of 11 KV XLPE cable of different sizes as per site condition & instruction of Engineer in charge. The detail map and excel sheet (hard copy & soft copy) indicating the respective depth and distance from adjacent land mark for each segment for HDD is to be submitted as per instructions of Engineer in charge.

5.3 Supply and fixing of indoor / outdoor termination kit & Straight Joint Kit (Mandatory Make: Raychem / 3M / Frontier / Yamuna) suitable for XLPE as per size of cable Shown in schedule (BOQ).

5.4 Supply and fixing of HDPE/DWC/G. I pipe or any other pipe during the execution of U.G network (as per the direction of Engineer-in-charge). The pipes shall be in conformity to the various relevant IS codes.

5.5 Agency has to attend cable fault and reach at cable fault location within two hours from the message receive from the concern officer by SMS or by telephonic talk along with fault Van equipped with labour and all tools & tackles along with the cable fault detector.
Cable Fault Detection Kit Van should be with following technical specification.
HI-PO Testing up to 32 KV DC.

Cable Fault Pre locating by
(a) ARM Measurement
(b) Reflection Measurement
(c) ICE Measurement. (For water downed case)
Burning Mode up to 32 KV DC.
Pinpointing of cable distance and acoustic measurement up to 32 KV DC.
Cable identifier.
Cable route test audio frequency method, Soft discharge rod.
Agency has to bound to provide service for 24 hours round the clock.
Qty. in above work may vary and Engineer-In-Charge will be the final authority for recording of the actual bill as per the site work

5.6 Contractor shall liable to get the approval from Electrical Inspector. After receiving the

approval of Electrical Inspector, system shall be charged in the presence of Engineer-in-Charge.

5.7 Bids not covering the above entire scope of works shall be treated as incomplete and shall be rejected.

5.8 Bids containing deviations form will be considered as non-responsive.

5.9 Any other item not specifically mentioned in the specifications but which are required for Erection, Laying, Testing, Commissioning and satisfactory operation of the Distribution lines are deemed to be included in the scope of the specification unless specifically excluded.

5.10 Any kind of the restoration work to be done by the Contractor during execution of the work.

## 6 STANDARD & REGULATION

The survey, engineering, design, manufacture, erection, cable laying and testing of the equipment's and material to be supplied shall comply with latest revisions of relevant Indian Standards or equivalent IEC standards. In addition, the Indian Electricity Rules, Electricity Act 2003, CEA Regulations, Statutory requirements of Central Govt., GERC and State Government of Gujarat (applicable codes), shall also be complied with. Any complications arising out of it will be set right by the bidder without any implication to UGVCL. The bidder shall submit his offer as per information given in submission of Bid.

## 7 BID PRICE

The bidder shall quote in the appropriate schedule of bid form on item rate basis. However the financial evaluation will be done as per commercial clause 4.2. Prices quoted should be FIRM and on F.O.R. destination basis (i.e. any of the stores of COMPANY in Gujarat). However, the Bidder should indicate in the Schedule (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 Bidder himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

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

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

The Bidder should invariably indicate the total unit end cost price considering all their costs /

calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.

**Every bidder shall inform their GSTIN No**.

**8 AMENDMENT BID**

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

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

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

**9 EARNEST MONEY DEPOSIT**

The EMD is payable by Demand Draft in favor of the Uttar Gujarat Vij Company Limited payable at Deesa on any scheduled/Nationalized banks or through Bank guarantee from any scheduled nationalized bank decided by Government of Gujarat time to time.

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.

EMD of the successful bidder to whom a contract is awarded will be returned after the said bidder provides the contract Security Deposit and signs the contract agreement.
If the successful bidder fails to submit a Security Deposit within 15 days after the date of LOA of the contract or fails to sign the contract agreement, then the EMD amount will be forfeited by UGVCL without any notice or proof of damages etc.

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

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

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

**Exemption in EMD will not allow**.

**10 INFORMATION REQUIRED WITH THE PROPOSAL**

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

construction equipment proposed to be deployed, method of erection and the proposed organizational structure.

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

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

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

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

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

The materials should be offered strictly confirming to ISS/BIS/Bid specifications given in the Bid. If the Bidder's desires to quote with any technical deviation they should specifically quote the deviation and the ISS/BIS numbers in the body of the Bid itself under the Annexure 15 of e-Bid only. If technical deviation furnished by the Bidder are not agreeable to UGVCL, the offers may be ignored. However, it will be solely at UGVCL discretion to consider the technical deviation OR not for considering the Bidder. No correspondences of the Bidder after opening of the bid will be entertained in this matter.

**11 DELAYED AND LATE BIDS**

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

**12 REJECTION OF BID**

The Bidders is expected to examine all instructions, terms, conditions, schedules and other details called for in this specification and keep himself fully informed about all which may, in any way, affect the work, or cost thereof. Failure to furnish the required information or submission of Bid not as per the specification will be at the Bidders risk may result in rejection.
The offer is liable summarily rejected if it contains, Deviation / Addition / Alternations / Omissions in bidding schedules. Deviation and contradictions to the terms and conditions specified in this Bid.

**13UGVCL'S RIGHT**

The UGVCL reserves the right to terminate this contract or part thereof at any time during its tendency without giving notice of Termination or the reasons thereof.
The Bidders shall specifically note that any over writing or corrections or manuscript in the bid shall be ignored and will not be considered authentic unless same are signed with Bidder's Stamp/Seal

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

In case of any doubt or interpretation of the terms and condition, the decision of the **SUPERINTENDING ENGINEER, CIRCLE OFFICE, UTTAR GUJARAT VIJ COMPANY LIMITED** will be final and binding upon the Bidders and no dispute in this regard will be entertained.

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

## 14 LANGUAGE OF THE BID

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

## 15 SIGNATURE OF BIDDER

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

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

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

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

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

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

## 16 UNDERSTANDING AND CLEARIFICATIONS ON DOCUMENTS & SPECIFICATIONS

Bidder is required to carefully examine all the Bid Documents, Technical Specifications and Bid

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

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

## 17 PRICE BASIS CURRENCY AND PAYMENTS

Bidder shall indicate bid prices in Indian Rupees only.

## 18 EFFECTS AND VALIDITY OF BID

The bid should be kept valid for a period of 120 DAYS from the date set for opening of the technical bid.

Bid submitted by the bidder shall remain valid for acceptance for a period of 120 days from the date of opening of the financial bid. The Bidders shall not be entitled during the validity of bid, to revoke or cancel bid or vary any term thereof. In case of bidder revoking or canceling his bid or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited by the Owner.

## 19 EVALUATIONS AND COMPARISION OF BIDS

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

The Owner will examine the Bid to determine, whether they are complete, whether they meet all the conditions of the Contract, whether required Tender fee, Bid EMD and other required

documents have been furnished, and whether the Bids are generally in order. Any Bid not fulfilling these requirements shall be rejected.

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

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

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

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

## 20 ARITHMETICAL ERRORS

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words

and figures, the amount in words will prevail. If there is discrepancy between the unit price and the total price which is obtained by multiplying the unit price and quantity, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. In case of discrepancy between sub-total price obtained by adding various prices in the schedule and the sub-total price indicated for that particular schedule, the sub-total obtained by addition of various arithmetically corrected prices would be considered for evaluation.

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

## 21 AWARD OF CONTRACT

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

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

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

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

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

## 22 Notification of Award

Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.
The Owner shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

## 23 Signing the Contract Agreement

At the same time as the Owner notifies the successful Bidder that its bid has been accepted, the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all

agreements between the parties. The Contract Agreement shall be prepared within Fifteen (15) days of the Notification of Award and the successful Bidder and the Owner shall sign and date the Contract Agreement immediately thereafter.

## 24 SECURITY DEPOSIT

The successful bidder should be paid Security Deposit within 15 days after receipt of LOA for an amount equal to 5% (Five percent) of the total Contract Price towards faithful performance of the Contract in accordance with the terms and conditions specified therein.

The Security deposit is payable the option of UGVCL by:
(a) Demand Draft on any Nationalized /schedule Bank Payable at DEESA.
(b) Bank Guarantees from Nationalize bank and private bank authorized to take Government business viz IDBI, Axis, HDFC, ICICI bank approved by Government of Gujarat time to time in favor of UGVCL,DEESA.

The successful bidder has to give Bank Guarantee with validity period of additional 01 (One) month i.e. more than actual Guarantee / warrantee period to safeguard Company's interest in case any eventuality happening on the last day of the Guarantee / Warrantee period after office hours of the Bank or Bank holidays.

In the case of Bank Guarantee, you should undertake to renew the guarantee one-month before the expiry of the validity date failing which UGVCL will encase the Bank Guarantee The Security Deposit will be returned to the Contractor without any interest after the successful completion of work and submission of the Performance Guarantee.

## 25 GUARANTEES

The Contractor shall warrant in accordance with the Contract documents and free from defects in material/equipment supplied by contractor like Indoor / Outdoor / Joint kits, HDPE Pipes etc. and workmanship for a period of twelve (12) calendar months from date of charging for work executed by contractor.

## 26 JURISDICTION OF CONTRACT

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

## 27 COMPLETION PERIOD

The execution of this contract shall be completed within 12 months after commencement period of 45 days from the date of receipt of letter of acceptance (LOA). The commencement period shall be reckoned form the date of receipt of LOA.

The concern field office of Deesa Division will issue sub work order as a part of Schedule-B case to case as per requirement. The work completion period of each sub work order will be decided by concern Engineer-in-Charge from the date of issue of sub work order.

The 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 UGVCL / Engineer and is complete in all

respects as per the terms and conditions of this contract.

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

**28 CONFLICT OF INTEREST AMONG BIDDERS / AGENTS**

A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:

a) they have proprietor/ partner(s)/ Director(s) in common; or

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or

c) they have the same legal representative/ agent for purposes of this bid; or

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or

e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.

f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/ dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
2. Indian/ foreign agent on behalf of only one principal.

g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have

conflict of interest with other bidders for particular quoted item, as above.

## 29 CARTEL

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

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

## SECTION 2: GENERAL CONDITION OF CONTRACT

## 1 DEFINITION

The "OWNER" shall mean the UTTAR GUJARAT VIJ COMPANY LIMITED, having its Circle / Division office at DEESA, Gujarat, India.
The "Contractor" / Successful Bidders shall mean the Bidders, whose Bid has been accepted by the UGVCL for award of the contract and shall include his authorized representatives.
The "Engineer-in-Charge" shall mean the authorized officer of the UGVCL to act as Engineer-in-Charge to supervise the work – for the purpose of the contract.
The "Specification" shall mean the Bid forming a part of the contract along with Performa, schedules and drawings.
The "Order" shall mean the official letter issued by the UGVCL, informing the bidder that his Bid has been accepted.
The "Contract" shall mean the agreement to be entered into by the UGVCL with the contractor and shall include the commercial technical and general conditions, schedules, drawings and any other conditions specifically agreed between the parties forming a part of the contract.
The "EMD" shall mean Earnest Money Deposit.
The "Contract Value" shall mean the total amount indicated in the contract agreement as per order placed by the UGVCL and calculated from the quantities indicated in the Bid.
The "Completion Period" shall mean the period starting from the date of issue of "Order" and required to complete the work in all respect.
The "Work" shall mean activities to carry underground network with terminations.
“Inspector” shall mean the any person nominated by UGVCL from time to time to inspect the works under the contract and/or duly authorized representative of the UGVCL.
“Letter of Award” shall mean the official notice issued by the UGVCL notifying the contractor that his bid has been accepted.
“Date of Commencement” is the date when LOA placed by the Owner.
“Date of Contract” Shall mean the date on which Letter of award has been issued.
“Month” shall mean the calendar month day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
“A Week” shall men the continuous period of seven days.
'Commissioning' shall mean integrated activity covered under 'Pre-commissioning Operation', 'Initial Operation', 'Trial. Operation' and carrying out 'Performance Tests'.
HT means High Tension
U/G means Under Ground.

## 2 GENERAL

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

a) The contractor shall submit the CAR (Contractor All Risks) policy for the awarded value of work and valid for the entire duration of the work including extending period of work, if any. The contractor shall provide to the Owner, copy of insurance policies and documents taken out by him, in pursuance of the contract, immediately after such insurance coverage. If the contractor fails to effect and keep in force insurance, as per the term of contract, the Owner may effect and keep in force such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid, from any money due or which may be come due to the contractor, or recover the same as debit due from the contractor.

b) The contractor shall be responsible for preparing all claims and make good for all damages or Loss by way of repairs and or replacement of portion of any works damaged or lost. The transfer of title shall not in any way relieve the contractor of his responsibility during the period of contract including the defect liability period.

c) The contractor shall abide by the local laws and regulations governing labour and applicable from time to time. During continuance of the contract the contractor shall abide at all times by all existing labour enactments and rules made their under, regulations notification and byelaws of State and Central Govt. of Local authority and any other labour law (including rules, regulations bylaws that may be passed or notifications that may be issued under any labour in future either by the state or the central govt. or the local authority)

d) Nothing shall be paid for any loss or damage done due to rains, floods, or any other act of God during the execution period, trial run & defect liability period. The payment shall be made only for material/works acceptable to the Department.

e) Material purchased in excess shall not be measured and paid for and if not removed from the site within one month after completion of work, the material shall become the property of UGVCL and no claim on this account shall be entertained.

f) The contractor shall provide suitable measuring equipment /arrangement at site for checking of various material supplied by him.

g) In case of duplicity/variations/contradiction of terms and condition in the printed Bid documents and special terms and conditions, the terms and conditions mentioned in the special terms and conditions shall prevail.

h) The Owner reserves the right of modification of layout plans, if found necessary, before actual execution of work even after designing the same, nothing extra shall be payable to the firm for these changes in the layout plan.

k) Contractual agency shall bear the cost of repairing the damages of other utility services like water, telecom, road or sewerage during excavation of electrical cable trench. Suitable measures to be adopted during road crossing and cutting of metaled portion of the road including taking

prior permission from the concerned department. UGVCL will not involve in the coordination with the other utility services although for the sake of the progress of the project they may take initiatives.

## 3. ENGINEER-IN-CHARGE'S REPRESENTATIVE

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

## 4 GENERAL OBLIGATIONS

### 4.1 Contractor's general responsibilities

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

### 4.2 Inspection of site

The contractor shall deem to have inspected the site and examined its surroundings and collected information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time, at his own responsibility and expense) before submitting his bid, as to :
(a) the form and nature thereof, including the sub surface conditions
(b) the hydrological and climatic conditions
(c) the extent and nature of work, labour and materials necessary for speedy execution of the works, their availability and other related matters and remedying of any defects therein, and
(d) The means of access to the site and accommodation he may require. And in general, shall be

deemed to have obtained all necessary information as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his bid.

**4.3 Sufficiency of Bid**

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

**4.4 Work to be in accordance with contract**

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

**4.5 Engineer-in-charge at Liberty to Object**

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

**4.6 Setting out**

The contractor shall be responsible for:
(a) The accurate setting out of the works in relation to original points, lines and levels, of reference given by the Engineer-in-charge in writing based on approved survey data.
(b) The correctness of the position, levels, dimensions and alignments of all part of the works.
(c) The provision of all necessary instruments, appliances and labour in connection with the forgoing responsibilities, if, at any time during the execution of the works any error appears in the position, levels, dimensions or alignment of any part of the works the contractor on being required to do so by the Engineer-in-Charge, shall at his own cost rectify such error to the satisfaction of Engineer-in- Charge, unless such error is based on incorrect data supplied in writing by the

Engineer-in-Charge.
(d) The checking of any setting - out or of any Line or level by the Engineer-in-Charge shall not in any way relieve the contractor of his responsibility for the accuracy thereof and the contractor shall carefully protect and preserve all bench marks sight - rails, pegs and other things used in setting out of the works.

**4.7 Safety, Security and Protection of the Environment**

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

**4.8 Care of works**

The contractor shall take full responsibility for the care of the works and materials and plant for incorporation therein from the commencement date until the date of issue of the taking over certificate for the whole of the works, when the responsibility for the said care shall subject to pass to the Owner provided that;
(a) If the Engineer-in-Charge issues a taking over certificate for any section or part of the works, the contractor shall cease to be liable for the care of that section or part from the date of issuing of the taking over certificate, when the responsibility for the care of that section shall pass to the Owner, and
(b) The contractor shall take full responsibility for the care of any outstanding works and materials and plant for incorporation therein he undertakes to or is otherwise required to finish during the defects liabilities period along with the defects if any until such outstanding works have been completed.

**4.9 Responsibility to Rectify or Damage**

If any loss or damage happens to the works or any part thereof, or materials or plant for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in sub clause 3.11, the contractor shall at his own cost, rectify such toss or damage so that the works confirm in every respect with the provision of the contract to the satisfaction of the Engineer-in-Charge.

**4.10 Owner's Risks**

(a) The Owner's risks are;
1) War, hostilities (whether war be declared or not) invasion act of foreign enemies.

2) Rebellion, revolution, insurrection or military or usurped power or civil war.
3) Pressure waves caused by aircraft or other Arial devices traveling at sonic or supersonic speeds.
(b) Loss or damage due to the use or occupation by the Owner of any section of part of the works except as may be provided for the contract.
(c) Any operation of the forces of nature (in so far as it occurs on the site) such as earthquakes, tornado, lightening and unprecedented floods etc. against which an experienced contractor could not reasonably have been expected to take precautions.

## 4.11 Fossils

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

## 4.12 Underground works

During excavation if existing underground network are noticed and the same is needed to be removed / relocated, the cost of removal / relocation shall be determined by the Engineer-in-Charge and reimbursed to the contractor after getting approval of the Owner. Other than power utility, Engineer – in – Charge shall inform concerned stakeholders for relocating the same.

## 5 MATERIALS HANDLING AND STORAGE

5.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
5.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc., for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and / or in storage and erection of the equipment at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.
5.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment materials received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.
5.4 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
5.5 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
5.6 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

## 6 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

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

## 7 INSURANCE

7.1 COMPREHENSIVE GENERAL LIABILITY INSURANCE: The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion.
The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. The above is only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.
7.2 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.
7.3 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
7.4 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
7.5 All costs on account of insurance liabilities covered under the Contract will be on Contractor's

account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project. 7.6 The clause entitled 'Insurance' covers the additional insurance requirements for the portion of
the works to be performed at the Site.

## 8 UNFAVOURABLE WORKING CONDITIONS

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

## 9 WORK & SAFETY REGULATIONS

The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to UGVCL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.
All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of UGVCL in this regard.
Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carriedout in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.
The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by UGVCL to handle such fuses, wiring or electrical equipment Before the Contractor connects any electrical appliances to any plug or socket belonging to the another Contractor or Owner, he shall:
a. Satisfy the Engineer In charge that the appliance is in good working condition;
b. Inform the Engineer In charge of the maximum current rating, voltage and phases of the appliances; Obtain permission of the Engineer detailing the sockets to which the appliances may

be connected.
The Engineer will not grant permission to connect until he is satisfied that;
The appliance is in good condition and is fitted with suitable plug ;
The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to he provided by the Contractor to electricians/workmen/officers.
In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following.
Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
The Contractor shall follow and comply with all UGVCL 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 UGVCL Safety Rules referred above, the latter shall be binding on the Contractor.
In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner.

## 10 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.

## 11 COMPLIANCE WITH LAWS

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

## 12 ACCIDENTS

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

## 13 FORCE MAJEURE

Force Majeure means any circumstances beyond the control of the parties including:
13.1 War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
13.2 Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
13.3 Rebellion, revolution, insurrection, military or usurped power and civil war;
13.4 Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
13.5 Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent is that performance of such obligations prevented by any circumstances of Force Majeure that arise after the date of the Notification of Award.
13.6 If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.
13.7 Upon the occurrence of any circumstances of Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-Charge of the steps he proposes to take including any reasonable alternative means for performance, which are not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer-in-Charge.
13.8 If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall continue, the Contract shall terminate.

## 14 TAXES AND DUTIES

14.1 Bought out items from vendors/sub-suppliers:
All levies, duties, GST and Cess etc. payable on equipment/material components, subassemblies, raw materials and any other items used for the bidder's consumption or dispatched directly to the owner from its sub-supplier and any such taxes, duties levies additionally payable shall be to bidders account and no separate claim on this behalf shall be entertained by the UGVCL.
14.2 UGVCL's GSTIN Registration Nos. is **24AAACU6551F1ZI**
14.3 The bidder shall be liable and responsible for payment of all taxes as attracted under the Provisions of the law.
14.4 "In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay new tax or duty, then the owner shall reimburse the contractor the new tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner."
14.5 At the time of payment, statutory deduction will be made as per applicable rules and rates for TDS, WCT, welfare cess etc. All other statutory liabilities towards contract will be on the part of contractor.
14.6 Before quoting, the bidder may ascertain from the concerned tax authorities of Government the applicability of GST and Cess, etc. in respect of this work. No separate claim in this regard will be entertained by the UGVCL, as it is the responsibility of the Bidder to pay all these taxes.
**14.7 Goods and Service Tax (GST):**
The F.O.R. destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount of GST/ and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGSCT Act, 2017and all related ancillary legislations).
14.8 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.
14.9 The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. /COMPANY may at its discretion consider such offer with presumption of highest applicable rate of GST/Cess prevailing when the price quoted is inclusive of GST and Cess.
14.10 If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the Bidder. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.
14.11 Supplier/Contractor should charge GST in Invoice at the rate as agreed to mention in acceptance of Bid only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation

of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

14.12 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.

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

**14.14 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

**15. Statutory Variation / Changes in Taxes**

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess in the taxes subsequent to your offer if it takes place within the contract period will be UGVCL account subject to the claim being supported by documentary evidence. However, if any decrease takes place during contract period the advantage will have to be passed on UGVCL.

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

**16. Taxes, Permits &Licenses**

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

**INCOME TAX –TDS & GST-TDS**

16.2 "Income-tax at source GST-TDS 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."

16.3 Applicable welfare cess will be deducted from contractors each bill by UGVCL to pay the same to the respective Govt. Department. Tax will be deducted as per applicable statutory rules. Contractor should quote accordingly i.e. inclusive of welfare cess.

**17 COMPLIANCE OF LAWS**

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

## 18 LIABILITIES FOR ACCIDENTS AND DAMAGES

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

## 19 TERMINATION OF CONTRACT ON OWNER`S INITIATIVE

The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.
The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

## 20 ARBITRATION

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

## 21 EMPLOYMENT OF LABOUR

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

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

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

## 22 PROVIDENT FUND AND FAMILY PENSION SCHEME

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

## 23 SAFETY CODE

General Contractor shall adhere to the safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein.
Safety Regulation: In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all the safety provisions as per safety code of Indian Standards Institution, the Electricity Act and such other acts as applicable.
The contractor shall observe and abide by all fire and safety regulations.
First Aid: Contractor shall maintain adequate first aid facilities for its employees and labour, an MBBS doctor with assisting nurses and helpers should be available throughout the pendency of the contract. Contractor shall make outside arrangements for Ambulance service and for the treatment of injuries. Names of those providing these services shall be furnished to the Owner and their telephone numbers shall be prominently posted in contractor's field office.
All critical industrial injuries shall be reported promptly to the Owner, and a copy of the contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

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

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

undermining or under cutting shall be done.

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

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

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

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

Change in Laws and Regulations: If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor for which the Owner shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

## 24. FUNCTIONAL AND COMPOSITE TESTING

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

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

## 25 REGULATIONS OF LOCAL AUTHORITIES AND STATUTES

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

## 26 OWNER'S LIEN ON EQUIPMENT

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

## 27 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.

## 28 PENALTY FOR DELAY

The time limit allowed for carrying out the work as entered in Bid shall strictly observed by the contractor. The work shall throughout the stipulated period of contract proceeds with due diligence (time being essence of the contract).
For delay, penalty shall be @ 0.5% per Week or part thereof plus GST as applicable subject to ceiling of 10% plus GST as applicable of the Order Value as mentions in contract (A/T) (End Cost with GST and Cess as applicable) the ceiling shall be with reference to total contract value with GST and Cess as applicable of the Erection Work Order.
The execution of this contract shall be completed within 12 months after commencement period of 45 days from the date of receipt of letter of acceptance (LOA). The commencement period shall be reckoned form the date of receipt of LOA.
For calculating delayed portion, the date of actual completion of work shall be consider. The penalty will be invariably deducted from the bill of the contractor and no refund will be given unless the competent authority approved the waiver/ reduction in penalty.
The concern field office of Deesa Division will issue sub work order as a part of Schedule-B case to case as per requirement. The work completion period of each sub work order will be decided by concern Engineer-in-Charge from the date of issue of sub work order. The delay of commissioning is liable for penalty.
The penalty 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 UGVCL.

**Penalty for Fault Finding Work:** Penalty of Rs. 10,000/- or 50% of estimate cost of cable fault finding whichever is higher will be impose on agency if he fail to reach at site and attend the cable fault.

**FORCE MAJEURE CLAUSE"**

"If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as event)", then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such nonperformance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the Managing Director as to whether the deliveries have been so resumed or not shall be final and conclusive.

**Extension in Contractual Period:**

It will be Contractor's responsibility to ensure that work is completed in stipulated time limit. However, if on account of reasons beyond one's control as laid down in the Force Major Conditions, UGVCL may consider extension of contractual period with or without statutory variations and with or without price variation. During the monsoon period if Municipality Authority or any other local authority denied carrying out Underground cabling work, contractor will not imposed any penalty subject to submission of the letter from the Municipal Corporation area / Nagar Palika.

In case of any non-supply of materials from stores, the contractor will have to intimate the Sub-Division Office or Division office quoting the MR No and date for non-receipt of materials. The intimation will be considered for extension in time limit. The time limit will be considered on the basis of number of "Working Days" or "Months".

It will be the responsibility of the contractor to intimate the closing down and recommencement of work at all stages to the engineer in charge or vice versa in writing with reason for the closing down of the work with specific of days for which work will remain closed.

In case of failure on the part of the contractor his claim for extension of time limit will not be entertained.

In case of no intimation in these regards the reason for delay on this ground will not be accepted. However, time limit extensions will be considered only after execution of the contract fully and upon submission of documentary evidence for the reasons of delay.

**28-(i) Penalty Condition**

If the bill for the work, after reconciling inventory given to contractor and depositing back the surplus material to respective RSO/Divisional Stores, is not submitted within three month from the work completion date as per work completion date, then penalty @ Rs. 200 per week or part thereof plus applicable GST subject to maximum of 10% of order value plus applicable GST will be deducted.(wide letter No.UGVCL/AC/IA/R&C Office/2020-21/653 dt.24.04.2020)

**29 PAYMENT TERMS**

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

- **_ Currency of Payment**

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

- **_ Mode of Payment**

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

- **_ Deductions from Contract Price**

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

- **_ Terms of Payment**

The owner shall pay to the Contractor as per the terms of payment mentioned hereunder:
1. The bidder shall raise sub work order wise bills only after completion of all the specified activities complete for each sub work order and the work for the next stage is continued.
2. 100% of the bills will be processed and paid within 30 days after submission bills.
3. Payment of last sub work order shall be made after the work order is completed and the line is 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.
3. The order value is based on the quantity, unit rates and values quoted and shall be subject adjustment based on actual quantities executed and certified by the Engineer – in – Charge.
4. Payment of the actual material used and work done will be paid on above basis.

- **_ Presentation of Bills**

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

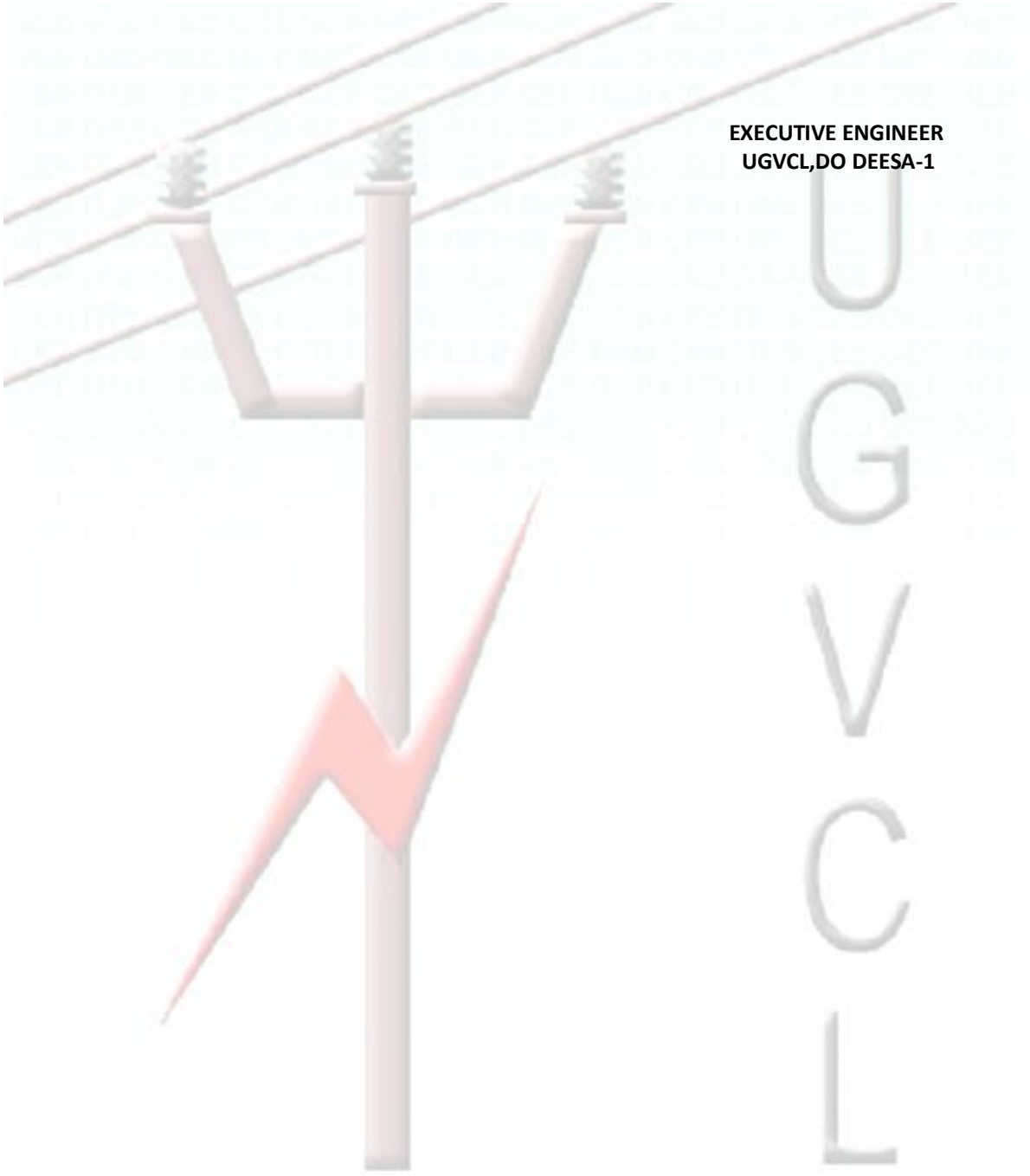
**29 REPEAT ORDER**

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

The Company reserve the right to place repeat orders / additional orders on the successful Tenderers up to 30% of the original quantity / amount of the A/T at the same Prices, Terms and Conditions stipulated in the original contract. The work completion period for repeat order should be given considering proportionate schedule of main order and it will be started on completion of contractual delivery period of main order.

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

Uttar Gujarat Vij Company Ltd.
Division Office: 1 LATHI BAZAR, DEESA–385535 (North Gujarat) Telephone: (02744)-220516-9687633965.



**EXECUTIVE ENGINEER**
**UGVCL,DO DEESA-1**