



UTTAR GUJARAT VIJ COMPANY LIMITED

CIN – U40102GJ2003SGC042906,GST No.-24AAACU6551F1ZI

TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080

## CONDITIONS OF CONTRACT

### 1 Definition

The "**OWNER**" shall mean the UTTAR GUJARAT VIJ COMPANY LIMITED., having its corporate office at Visnagar Road, Mehsana-384004 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 "Letter of Acceptance" and required to complete the work in all respect.

The "**Work**" shall mean activities to carry out erection work mentioned in Scope of Work and in co-ordination with Engineer-in-Charge.

"**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 Acceptance**" 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 mean the continuous period of seven days.

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

**HT** means High Tension, **LT** means Low Tension.

"**Similar Work**" shall mean survey and designing of electrical network and prepare a Detail Project Report.

### 2 GENERAL

2.1 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.

2.2 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

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- during the period of contract including the defect liability period.
- 2.3 The contractor shall abide by the local laws and regulations governing labour and applicable from time to time. During continuance of the contract the contractor shall abide at all times by all existing labour enactments and rules made their under, regulations notification and byelaws of State and Central Govt. of Local authority and any other labour law (including rules, regulations bylaws that may be passed or notifications that may be issued under any labour in future either by the state or the central govt. or the local authority)
  - 2.4 The contractor shall provide suitable measuring equipment /arrangement at site for checking of various material supplied by him.
  - 2.5 In case of duplicity/variations/contradiction of terms and condition in the printed Bid documents and special terms and conditions, the terms and conditions mentioned in the special terms and conditions shall prevail.
  - 2.6 The Owner reserves the right of modification of layout plans, if found necessary, before actual execution of work even after designing the same, nothing extra shall be payable to the firm for these changes in the layout plan.
  - 2.7 Contractor will take clearance from UGVCL for his Supervisors, Cable Jointer/ terminator.
  - 2.8 The site Supervisors of Contractor shall contain list of authorized labor along with them and Turnkey Contractor shall issue Identity card to his labor for particular project site.
  - 2.9 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-in-charge to deal with all the matters related to the execution and operation of contract.
- ii) However, the Owner/Owner's representatives reserves the right in checking/tests checking of the operation of the contract in respect of quality, testing, and measurement of works either directly or through a separate agency or both.
- iii) The Engineer-in-charges representative may appoint any number of persons to assist the Engineer-in-Charges Representative in carrying out of his duties. He shall notify to the contractor the names, duties and the scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to `secure their acceptance of materials plants or workmanship as being in accordance with the contractor, and any instructions given by any of them for those purpose shall be deemed to have been given by the Engineer-in-charge's Representative.

**4 General Obligations**

**4.1 Contractor's general responsibilities**

The contractor shall with due care and diligence (to the extent provided in the contract) execute and complete the work and remedy any defects therein in accordance with the provisions of the contract. The contractor' shall provide all supervisory, labour, materials, plant, construction equipment and all other things, whether of temporary or permanent



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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 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.

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

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

**4.4 Program to be submitted**

The contractor shall, within the time of 15 days from the date of letter of award, submit to the Engineer-in-charge for his consent, a program in such form and details as the Engineer-in-charge shall reasonably prescribe, for the execution of the works. The contractor shall whenever require by the Engineer-in-Charge, also provide in writing for his information a general description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.

If at any time it should appear to the Engineer-in-charge that the actual progress of the works does not confirm to the program to which consent has been given, the contractor shall produce at the request of the Engineer-in-charge, revised program showing the modifications to such program necessary to ensure completion of the works



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

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

**4.6 Setting out**

The contractor shall be responsible for:

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

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

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

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

**4.8 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.

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- (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.

**5 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.

**6 Employment of Labour**

- 6.1 Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.
- 6.2 Contractor shall maintain a valid labour license under the Contract Labour (Regulation and Abolition) Act for employing necessary manpower required by him. In the absence of such a license, the contract shall be liable to be terminated without assigning any reason thereof. Contractor should also employ qualified and experienced persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.
- 6.3 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.
- 6.4 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. The contractor is required to maintain the minimum work force at site to execute this work, as determined by the Engineer in charge. The work force shall also be required for the operation and maintenance of the services during defect liability period.
- 6.5 Contractor shall have to follow and comply all the rules & regulations for employment of the labours as applicable like:
  - Provident Fund & Family Pension Scheme
  - Deposit Linked Insurance Scheme
  - Maintaining Provident Fund Account with Regional Provident Fund Commissioner
  - Paid Leave Facility
  - Workmen's Compensation & Employer's Liability Insurance
  - Minimum Wages to be paid to Labours / Workers
  - Health & Sanitary Arrangement for Workers

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**7 Protection of Property & 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.

**8 Discipline of Workmen**

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

**9 Facilities to be Provided by the Contractor**

- 9.1 Tools, tackles and scaffoldings: The Contractor shall provide all the survey & construction equipment; tools, tackles and scaffoldings required for survey, pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of work at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer
- 9.2 First-aid: The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personals shall be trained in administering first-aid.

**10 Insurance**

**10.1 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.

- 10.2 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

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maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.

**11 Unfavorable 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.

The bidder should be fully conversant with all local conditions and factors which may have any effect on the execution of the survey work. The UGVCL will not entertain any request for clarifications regarding such local conditions.



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**12 Regulation of Local Authorities & Statutes**

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

**13 Taxes & Duties**

- 13.1 Bought out items from vendors/sub-suppliers:  
All levies, duties, GST and Cess etc. payable on equipment/material components, sub-assemblies, raw materials and any other items used for the bidder's consumption or dispatched directly to the owner from its sub-supplier and any such taxes, duties levies additionally payable shall be to bidders account and no separate claim on this behalf shall be entertained by the UGVCL.
- 13.2 UGVCL's GSTIN Registration Nos. is as under;  
**GSTIN: - 24AAACU6551F1ZI**
- 13.3 The bidder shall be liable and responsible for payment of all taxes as attracted under the Provisions of the law.
- 13.4 "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."
- 13.5 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.
- 13.6 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.
- 13.7 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 SGST Act, 2017 and all related ancillary legislations).
- 13.8 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.
- 13.9 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

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- GST/Cess prevailing when the price quoted is inclusive of GST and Cess.
- 13.10 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.
- 13.11 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.
- 13.12 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.
- 13.13 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.
- 13.14 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

### 14 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.

### 15 Taxes, Permits & Licenses

- 15.1 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.
- 15.2 "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

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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.”

- 15.3 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.
- 15.4 The amount of EMD / SD / any payment against supply under this tender shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary companies, EMD /SD / PG in the form of Bank Guarantee shall be encashed and appropriated.

### 16 As Built Drawings

As Built Drawings are to be prepared and submitted by the contractor duly certified by the Engineer-in-Charge after completion of works. The originals, in good quality transparencies, and three (3) copies OR as per requirement of UGVCL of all As built drawings shall be supplied to the Engineer-in-Charge progressively as sections of the works gets completed. All Drawings shall be submitted within one month after completion of the respective section.

As Built Drawings shall be of A0 -A4 size - (depending upon type of structure or nature of drawing) unless otherwise approved by the Engineer-in-Charge.

### 17 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 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.
- **Payment Schedule**  
Payment shall be as per contract price schedule agreed based on unit rate.
- **Mode of Payment**  
All payments under the Contract shall be made after the issue of 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.



UGVCL

UTTAR GUJARAT VIJ COMPANY LIMITED

CIN – U40102GJ2003SGC042906,GST No.-24AAACU6551F1ZI



**TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080**

➤ **Terms of Payment**

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

1. 50% payment will be made against submission of general layout drawing with adequate satisfaction concern for entire work and sizing of equipment within 30 days from date of submission. For the same satisfactory certificate from the recording officer must be submitted.
2. Balance 50% payment shall be made on submission of final project report and certified by recording office with adequate satisfaction. For the same satisfactory certificate and NOC from the Circle Office.
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 work done will be paid on above basis.

➤ **Presentation of Bills**

- Contractor has to submit Bills along with required documents for survey work executed including all drawings and data as per scope of work. All required documents including EPF should be produced by the contractor along with RA bill.
- The bills is to be prepared in Quadruplicate and submitted 03 copies to the Executive Engineer, of respective Division, who will in turn process the same and forward it to corporate office through circle office for necessary payment.
- For non-submission or part submission of above information, no bills shall be processed.

**18 Penalty Terms**

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 Project Value / Part Project 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 project. 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.

**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.



UTTAR GUJARAT VIJ COMPANY LIMITED

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## TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080

### 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 survey work, contractor will not impose any penalty subject to submission of the letter from the Municipal Corporation area / Nagar Palika.

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.

### 19 Force Majeure

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

- 19.1 War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- 19.2 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;
- 19.3 Rebellion, revolution, insurrection, military or usurped power and civil war;
- 19.4 Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- 19.5 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.
- 19.6 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.
- 19.7 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.
- 19.8 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.

### 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 Mehsana,

Contract Conditions

Signature of Tenderer  
Place:

Company's Round Seal  
Signature of Tenderer

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Date:





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Corporate Office 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 Termination of Contract on Owner's Initiative**

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

**22 Change of Quantity**

- 22.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions.
- 22.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, in case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

**23 Secrecy**

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of UGVCL and shall not be used for any other purpose, except for the execution of the contract. All rights related to the technical



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specifications, drawings and records are reserved by UGVCL only and no part or partial should be reproduced, copied or alter without prior permission to UGVCL in writing. In the event of the breach of this provision, UGVCL can claim the damages caused by such events.

#### 24 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.

In the event of accident to any person including employees of department on duty damages to property, injury to cattle or other animals or damage / injury of any description to any person or things arising out of the execution of the works, the Contractor shall be held responsible for and make good the same and shall indemnify the department from all claims or expenses on account thereof and if the department has to pay any money in respect thereof sum so paid and the costs incurred by the Department shall be charged to the Contractor as so much money paid to him on account of his contract and the Contractor shall not be at liberty to dispute or question the right of the Department to make such payment for him or on his account notwithstanding the same may have been made without his consent or authority and decision or determination in law or otherwise to the contrary notwithstanding.

#### 25 Liability for Accidents & 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.

#### 26 Compliance with Laws

- 26.1 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.
- 26.2 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.
- 26.3 The Contractor shall comply with the relevant laws of India.

#### 27 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.

#### 28 Rejection of Tender

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