



UGVCL

UTTAR GUJARAT VIJ COMPANY LIMITED



CIN – U40102GJ2003SGC042906,GST No.-24AAACU6551F1Z1
TENDER NOTICE No:-UGVCL/PROJECT/GPRD/CPC/LoRa WAN/079

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 **respective DISCOM**, informing the bidder that his Bid has been accepted.

The "**Contract**" shall mean the agreement to be entered into by the **respective DISCOM** 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 **respective DISCOM** 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 execution work mentioned in Scope of Work and in co-ordination with Engineer-in-Charge.

"**Inspector**" shall mean the any person nominated by **respective DISCOM** 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 **respective DISCOM** 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, **LT** means Low Tension.

"**PoC**" shall mean Proof of Concept.



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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 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 Nothing shall be paid for any loss or damage done due to rains, floods, or any other act of God during the execution period, trial run & defect liability period. The payment shall be made only for material/works acceptable to the Department.
- 2.5 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 respective DISCOM and no claim on this account shall be entertained.
- 2.6 The contractor shall provide suitable measuring equipment /arrangement at site for checking of various material supplied by him.
- 2.7 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.
- 2.8 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.
- 2.9 Turnkey Contractor will take clearance from respective DISCOM for his Supervisors & other skilled staff for work mentioned in scope.
- 2.10 The site Supervisors of Turnkey Contractor shall contain list of authorized labor along with them and Turnkey Contractor shall issue Identity card to his labor for particular project site.
- 2.11 Contractual agency shall bear the cost of repairing the damages of other utility services like water, telecom, road or sewerage during execution of work. Respective DISCOM 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

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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.

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The rate quoted against each item or work shall be for the complete finished item of work and shall be inclusive of all taxes duties and all cost and expenses which may be required in and for execution and full protection of the work as described together with all general risks/liabilities and obligations set forth or implied in the documents on which the Bid is based.

The rates quoted against each item in the bill of quantities shall be deemed to cater for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of works and the contractor is not entitled to make any extra claim on this account.

4.4 Work to be in accordance with contract

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

4.5 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

4.6 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.

4.7 Setting out

The contractor shall be responsible for:

- 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.
- The correctness of the position, levels, dimensions and alignments of all part of the works.
- 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.

- The checking of any setting - out or of any Line or level by the Engineer-in-Charge shall

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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.

4.8 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.

4.9 Care of works

- a) 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;
- b) 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
- c) 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.

4.10 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 loss or damage so that the works conform in every respect with the provision of the contract to the satisfaction of the Engineer-in-Charge.

4.11 Owner's Risks

- (a) The Owner's risks are;
 - 1) War, hostilities (whether war be declared or not) invasion act of foreign enemies.
 - 2) Rebellion, revolution, insurrection or military or usurped power or civil war.
 - 3) Pressure waves caused by aircraft or other Aerial devices traveling at sonic or supersonic speeds.
- (b) Loss or damage due to the use or occupation by the Owner of any section of part of the works except as may be provided for the contract.

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- (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.

4.12 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.

4.13 Taking Over

- a) After successful completion and charging of the line the entire newly created network is to be handed over to concern deputy engineer of **respective DISCOM & GPRD Cell, GUVNL, Gandhinagar**. The taking over note covering the details of all the materials used and total work executed must be signed jointly by the contractor and Engineer of **respective DISCOM & GPRD Cell, GUVNL, Gandhinagar**. Copy of taking over note must be attached with final bill. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.
- b) The contractor shall arrange to hand over the complete line and all work immediately on completion of entire work dully getting approval inspection and charging for newly created network of electrical inspector therefore.

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 General-Erection Conditions

The Contractor upon signing of the Contract shall, nominate a responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

The Contractor shall at all times keep posted an authorized representative for the purpose

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

7 Contractor's Office & Store

The Contractor shall responsible for establishing a suitable furnished office accommodation and store as per their requirements at his own cost.

If, any land provided by the Owner to the Contractor for labour hutments, stores, temporary offices etc. shall be on temporary basis till completion of works and shall not create any right, title or interest whatsoever in the contract herein or in respect thereof.

All loading/unloading, of materials at work-site shall be your responsibility. Involvement of Crane/Hydra/Tractor/Trailer for this type of work shall be in contractor's scope. Adequate weather protection shall be provided by the contractor to keep the materials safe from sun & rain by providing covered storage space as well as using tarpaulins.

8 Employment of Labour

- 8.1 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.
- 8.2 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 experiences persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.
- 8.3 In case **respective DISCOM** 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, **respective DISCOM** may make such payment and shall recover the same from the Contractor's bills.
- 8.4 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.
- 8.5 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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9 Temporary Power Supply

EPC Contractor shall obtain temporary power connection from the local body **respective DISCOM** for the construction purpose. The contractor shall at his own cost make arrangement for temporary distribution of power to the work site. Contractor shall at his own cost remove all the wires, pipes, ballies etc. after completion of work.

10 Temporary Water Supply

For construction purpose the contractor has to rely on ground/surface water supply. Contractor at his own cost and initiative shall arrange suitable quality of water and its distribution to the work sites for construction, curing and testing purposes. The quality of water for construction purposes must satisfy the provision of relevant codes. Contractor shall remove at his own cost all equipment, pumps etc. after completion of work.

11 Taking Delivery & Storage

- 11.1 The contractor has to keep all materials in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection till taking over by **respective DISCOM**.
- 11.2 The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.
- 11.3 The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the **respective DISCOM**.

12 Materials Handling & Store

- 12.1 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

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13 Storage –Cum-Insurance

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

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

14 Security

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

15 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.

16 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.

17 Fire Protection

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

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

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18 Facilities to be Provided by the Contractor

- 18.1 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
- 18.2 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.
- 18.3 Cleanliness: The Contractor shall be responsible for keeping the entire area clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

19 Work & Safety Regulations

- 19.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to **respective DISCOM** 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.
- 19.2 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 **respective DISCOM** in this regard.
- 19.3 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried- out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.
- 19.4 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
- 19.5 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.
- 19.6 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 **respective DISCOM** 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:
- 19.7 Satisfy the Engineer In charge that the appliance is in good working condition; 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.

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CIN – U40102GJ2003SGC042906,GST No.-24AAACU6551F1Z1

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- 19.8 The Engineer will not grant permission to connect until he is satisfied that;
- The appliance is in good condition and is fitted with suitable plug;
 - The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
 - No electric cable in use by the Contractor/Owner will be disturbed without prior permission.
 - No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
 - No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- 19.9 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.
- 19.10 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.
- 19.11 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.
- 19.12 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
- 19.13 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.
- 19.14 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.
- 19.15 There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- 19.16 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.
- 19.17 The Contractor shall follow and comply with all Safety Rules of **respective DISCOM**, 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 **respective DISCOM's** Safety Rules referred above, the latter shall be binding on the Contractor.
- 19.18 In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner.

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20 Insurance

20.1 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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

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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.

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

21 Contract Quality Assurance

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

22 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.

23 Access to Site & Works on Site

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

24 Progress Report & Site Meeting

- 24.1 Weekly site meeting, to be attended by representatives of the Engineer-in-Charge and the contractor shall be held as per the instructions from **respective DISCOM** for progress monitoring and other issues of construction.
- 24.2 The Contractor shall furnish three (3) copies each to the Engineer of progress including if

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any, photographs of the work done at Site.

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

25 Prioritization Review

The contractor is required to execute the works as per approved schedule. However, during the period of execution, in case the necessity arises to change the priority of the construction schedule, as per requirement of the Owner, the contractor is bound to follow the changed priority which shall be communicated to the contractor during quarterly review meeting and the contractor shall have no claim whatsoever on this account.

26 Regulation of Local Authorities & Statutes

- 26.1 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.
- 26.2 All initial registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be borne by the contractor.

27 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.

28 Co-Operation with Other Contractors

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

29 Contractor's Field Operation

- 29.1 The Contractor shall keep the Engineer-in-Charge informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any

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of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

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

30 Lines & 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.

31 Drawings, Data & Documents

The bidder shall furnish following documents/ information along with offer in spiral bound volumes.

General description of equipment offered specifying the important features, make, technical parameters, materials of construction etc. To enable **respective DISCOM** to have proper understanding of the material offered and its operation.

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

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

Reference: Original Equipment Manufacturer (OEM's) Complete and comprehensive instruction manuals with drawings for operation and maintenance of the equipment supplied by the bidder.

Preventive maintenance schedule for each equipment.

Procedure for shutdown and HT equipment.

Safety procedures for safe operation of equipment and complete system. Test procedure for site tests.



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32 Information of Equipment

- 32.1 Identification labels shall be provided on all equipments as per client's approval. All labels shall be engraved on plastic (white letters with black background) and all text shall be in English language.
- 32.2 Any exclusion / deviation from specification shall be clearly spelt out and listed at one place only and bidder shall substantiate the same with appropriate reasons. In the absence of clearly spelt out and mutually agreed deviation, it shall be considered that the bidder has undertaken to comply with the technical specification totally, in letter and spirit.
- 32.3 For installation work at site, the bidder shall be fully responsible for arranging the supply of required tools and tackles, welding sets, cable crimping tools, labors, scaffolding, ladders, etc.
- 32.4 On completion of the work but before energizing the system, all installation shall be physically checked and properly tested. These checks and tests shall be conducted by the bidder under the supervision of Engineer In-charge.
- 32.5 All clamps, brackets, bolts, nuts, screws, markers, ferrules, lugs and glands and other hardware necessary for erection work, shall include in the scope of work and shall be arranged by the bidder.

33 Inspection & Testing of Equipment

Manufacturing Progress reviews, inspection & testing of all equipment's and material involved in covered under the technical specification and schedule (BOQ) shall be carried out by the Authorized Representative of **respective DISCOM** at the manufacturer's works/premises prior to dispatch, to ensure that their quality & workmanship are in conformity with the contract specifications and approved drawings.

33.1 Responsibility for Inspection

Any inspection by the Authorized Representative of **respective DISCOM** and GPRD Cell, GUVNL, Gandhinagar does not relieve the Bidder from his responsibility of quality assurance and quality control functions.

As such, any approval which the Inspecting Engineer of the **respective DISCOM** and GPRD Cell may have given in respect of equipment and other particulars and the work or workmanship involved in the contract (whether with or without test carried out) shall not bind the **respective DISCOM** and GPRD Cell to accept the plant & equipment, should it on further tests at site be found not comply, with the requirements of the contract. If required, audit wing of **respective DISCOM** and GPRD Cell Inspection Department shall also be entrusted with inspection of particular item/equipment received at site.

The bidder shall meet the inspection & testing requirements for the equipment coming under the statutory regulations e.g. weights & measures, safety, IE rules, etc. and submit calibration certificates and documents from appropriate authority to the **respective DISCOM** and GPRD Cell, Inspecting Engineer for the same, on demand.

33.2 Method of Giving Inspection Calls

Inspection calls shall be given by the Bidder to Chief Engineer / Addl. Chief Engineer of **respective DISCOM**, in accordance with mutually agreed program with 15 days' clear time for all equipment's. Two sets of relevant test certificates and inspection report of the Bidder/ Sub-bidder after satisfactory completion of internal inspection and test shall be submitted along with acceptance/routine test certificate of the tests witnessed by **respective DISCOM** and GPRD Cell Inspector.

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

You shall have to submit the Inspection Call letter in duplicate as per the format as shown under. This is a must.

1. **Respective DISCOM's Order AT No. & Date** :
2. **Name of the Item offered for Inspection.** :
3. **Inspection Call Letter No. & Date** :
4. **Total Order Quantity for Supply** :
5. **Total Quantity offered for inspection till last inspection call** :
6. **Quantity offered for inspection** :
- (Should be strictly as per delivery schedule of the AT)
7. **Balance quantity to be offered** :
8. **Date of Inspection to be carried out** :
9. **Place & Address of Inspection where** :
- The inspection is to be carried out along with**
- Contact Person's Name, Phone and Fax Nos.**
10. **Weekly Holiday** :
11. **Per Truck Load** :

33.3 Bidder's Responsibility

The Bidder shall provide all reasonable facilities to the Inspecting Engineer of the **respective DISCOM** & GPRD Cell, GUVNL, Gandhinagar at the Bidder's or their sub-bidder's premises at any time during contract period, to facilitate him to carryout inspection & testing of equipment during manufacture of equipment.

The Bidder shall delegate a representative/coordinator to deal with **respective DISCOM** & GPRD Cell, GUVNL, Gandhinagar on all inspection matters. The Bidder shall comply with instructions of the **respective DISCOM** & GPRD Cell, GUVNL, Gandhinagar Inspecting Engineer fully.

The Bidder shall ensure that the equipment and materials once rejected by the Inspecting Engineer are not reused in the manufacturing of the equipment and materials. Where parts rejected by the Inspecting Engineer have been rectified as per agreed procedures laid down in advance, such parts shall be segregated for separate inspection and approval, before being used in the work.

33.4 Inspection Waiver

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

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34 Test & Inspection for Individual Item:

- 34.1 Routine test / Acceptance tests of materials shall be carried out as per relevant IS/IEC criteria. The bidder shall make adequate test facilities, at his cost for inspection and testing of the equipment / material by **respective DISCOM** & GPRD Cell, GUVNL, Gandhinagar's Officials. No equipment/item shall be dispatched to site without provisional certificates of acceptance issued by **respective DISCOM** & GPRD Cell, GUVNL, Gandhinagar. Inspection and test shall be carried out at the place of manufacture as well as on receipt of the equipment at site if required. Inspection and tests do not relieve the bidder of his contractual obligations regarding performance of the equipment at site/in actual use.
- 34.2 The bidder shall submit the brief summary of all type test certificates for similar equipment supplied by him elsewhere and the actual type test certificates as and when asked. In case type test certificates for similar equipment is not available, the same shall be conducted in the presence of **respective DISCOM** & GPRD Cell, GUVNL, Gandhinagar's Authorized representative if **respective DISCOM** & GPRD Cell, GUVNL, Gandhinagar so desires, without any financial implications to the **respective DISCOM** & GPRD Cell, GUVNL, Gandhinagar. The type test report shall not be older than 7 years from the date of Bid opening (Technical bid opening). The supplier of the equipment shall ensure that the equipment available at his works for routine test / type test / acceptance test are duly calibrated and necessary certificate shall be made available to the inspecting officer of **respective DISCOM** & GPRD Cell, GUVNL, Gandhinagar.
- 34.3 As far as possible, the supplier of equipment shall give a minimum of 15 days' notice of readiness of material and give the inspection call accordingly. If on arrival of inspecting officer at the works, the material is not found to be ready, the concerned supplier of equipment shall be liable for additional expenditure **respective DISCOM** & GPRD Cell, GUVNL, Gandhinagar may incur on account of retention or re- deputation of the inspecting officer.
- 34.4 The officer deputed for inspecting for particular lot of material according to intimation from you may also like to check Quality Control Plan and for that purpose he may demand the Test Reports of raw material being procured.

35 Dispatch Instruction

The dispatch instructions of all the inspected lot of materials will be issued by this office or by the office of the user's department. You are requested to dispatch all the materials strictly as per the dispatch instruction issued. Any dispatch instructions / advises issued from above **respective DISCOM's** offices will be considered by you, otherwise all the consequences arising thereafter will be to your account only.

You shall have to intimate the item wise dispatch details for materials dispatched for each of the Dispatch Instruction given against this order to Chief Engineer / Addl. Chief Engineer (Op / Project).

You have to supply all the materials strictly confirming to AT specification's including dimensions of the material. **In the event of the supply material are not confirming to the AT, specifications, you will have to lift at your cost all such rejected lot immediately within 7 days.**

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36 Audit Inspection

From the lots inspected by the respective DISCOM, the Inspector of respective DISCOM & GPRD Cell, GUVNL, Gandhinagar may pick up samples from the lots supplied at stores of contractor at random for quality check only.

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

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

37 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.

38 Pre-Commissioning Trials & Initial Operations

- 39.1 The pre-commissioning trials and initial operations of the equipment furnished and erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant clauses of Technical Specifications. The Contractor shall provide, in addition, test instruments, calibrating devices, etc. and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such trials.
- 39.2 Liasioning with various stakeholders to be made by EPC contractor for commissioning and obtain prior approval for commissioning the system.
- 39.3 It is mandatory to submit copy of electrical inspector inspection report before charging, if required.

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39 Defect Liabilities

The expression of defect liability period shall mean the defects liability period to be calculated from the date of issuance of Taking over Certificate on completion of whole of the work and not from the provisional Taking over Certificate/Completion Certificate issued by Engineer-in-Charge in between period i.e, before completion of whole work. Defect liability period will be as specified in the clause of Guarantee.

40 Taxes & Duties

41.1 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 **respective DISCOM**.

41.2 UGVCL's GSTIN Registration Nos. is as under;

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41.3 The bidder shall be liable and responsible for payment of all taxes as attracted under the Provisions of the law.

41.4 "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."

41.5 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.

41.6 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 **respective DISCOM**, as it is the responsibility of the Bidder to pay all these taxes.

41.7 **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).

41.8 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.

41.9 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.

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- 41.10 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.
- 41.11 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.
- 41.12 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.
- 41.13 In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of respective DISCOM's statutory variation clause shall apply.

41.14 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

41 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 respective DISCOM 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 respective DISCOM.

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

42 Taxes, Permits & Licenses

- 43.1 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.
- 43.2 "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

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supply parts item as well as works part item separately, otherwise TDS will be deducted on entire invoice value.”

- 43.3 Applicable welfare cess will be deducted from contractors each bill by respective DISCOM 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.
- 43.4 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.

43 Functional & Composite Testing

The routine / acceptance tests as mentioned in the detailed technical specifications shall be conducted on equipment after completion of erection in the presence of Engineer-in-Charge from point of view of completeness in the presence of OWNER's Authorized Representative.

- Visual inspection of total system.
- Checking of name plate data of complete system.
- Verification and performance of system and its products.
- Checking of safe accessibility of components.
- All the equipment's and materials shall be tested as per the Technical Specifications including GTP and test as per approved Material Quality Plan.

44 Training

Successful bidder shall have to arrange a one / two day physical training at your expense covering aspects of erection, O&M, testing & commissioning of each equipment. This training program is to be organized prior to erection of these equipments. Complete training materials in soft & hard copy shall be given to participants.

You are required to provide one / two day Training with no cost to DISCOMs, for all the aspects of Installation, Testing and Commissioning of project for Development, Installation, Commissioning, Testing and Maintenance of communication of existing DLMS static meters by implementing a retro-fit kind of cost effective, reliable and Lo-power RF technology called LoRa at DISCOM premises to all concern Engineers of the DISCOM. Training module shall be mutually discussed and finalized to cover all essential aspects of the training. The bidder shall provide all the documentation and write up material for trainees. The training courses shall be structured and supported by Illustrations, Video, and Charts.

45 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 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.

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46 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. The final price schedule shall be based on approved drawings & BOQ. The Bid BOQ is indicative. Supply & Erection of quantities shall be as per approved Drawings & BOQ and excess shall not be completed.
- **Mode of Payment**
All payments under the Contract (Supply & Erection) 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.
- **Terms of Payment**
The owner shall pay to the Contractor as per the terms of payment mentioned hereunder:

PART-A (Supply, installation and commissioning of Hardware)

- The concern DISCOMs will make payment for the work completion of their respective subdivision.
- The bidder may submit the running bill for the commissioned quantity once in a month. The concern SDO will record the bill and submit the bill along with the certificate to the division office for further process. The payment of the sanctioned amount shall be made as per following schedule for each running bill.
 1. 80% payment shall be released within 30 days
 2. 10% amount shall be released after successful monitoring of the study period of 2 month after completion period of project of concern subdivision by concern DISCOM.
 3. 10% shall be kept as a performance guarantee which shall be released upon final completion of the whole project including maintenance period of 3 years by concern DISCOM.

PART-B (Supply, installation and commissioning of Software)

- The UGVCL will make payment for the bill raised for the software.
- The bidder may submit the bill for the software (Dashboard and mobile app development) after complete execution of project in all respect (i.e. all

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subdivision). UGVCL will record and process the bill after receiving no due certificate from other 2 DISCOMs for further process. The payment of the sanctioned amount of the bill shall be made as per following schedule.

1. 80% payment shall be released within 30 days
2. 10% amount shall be released after successful monitoring of the study period of up to 1 month after completion period of project of concern subdivision after receiving satisfactory certificate from other 2 DISCOMs.
3. 10% shall be kept as a performance guarantee which shall be released upon final completion of the whole project including maintenance period of 3 year after receiving satisfactory certificate from other 2 DISCOMs.

PART-C (Supply, installation and commissioning of excess device for upcoming requirement during CMC period)

Once the work is completed in concern subdivision, CMC period will start for that subdivision. During that period, the concern subdivision will provide the list of requirement of new modem to be retrofitted with the DLMS meter, once in a month to the supplier, the supplier will have to provide the system within a week time, once intimated by subdivision. Required configuration of devices shall be done immediately after installation. The billing for the same will be submitted by the supplier, once in a month and further procedure will remain as per PART-A.

PART-D (Payment for comprehensive maintenance contract (CMC) period of 3 years)

CMC will commence after completion of work in concern subdivision. After providing satisfactory service of CMC every year, bidder may raise the bill for 30% of total CMC amount after first year, next 30% after second year and remaining 40% after 3rd year. The satisfactory certificate will be given by concern DISCOM and concern DISCOMs shall make the payment for the CMC charges of their part.

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.

Payment of the actual material used and work done will be paid on above basis.

➤ Presentation of Bills

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

➤ Other Terms

- Penalty clause shall be applicable for delay in work for all completion period.
- The expenditure to be incurred for carry out the Pilot Project shall be booked by

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DISCOMs in the account head set for the GPRD Cell work.

- In case of any type of misappropriations, cheating or intention of cheating, frauds, irregularities, malpractice etc., respective DISCOM reserves the right to cancel the order without giving reasons thereof and forfeit the security deposit and / or performance bank guarantee and purchase the system under risk and cost of the supplier.
- During During site inspection by respective DISCOM's staff / GPRD CELL, if the systems are found to be not installed and false report of installation & commissioning is submitted to respective DISCOM for claiming payment, respective DISCOM is empowered to take action(s) as deemed fit and or forfeit Security Deposit and / or performance bank guarantee/s up to 100%.
- Bidders have to provide Comprehensive Maintenance during guarantee period of three years for the systems. The rates quoted should be inclusive of charges for providing routine maintenance services at the beneficiary's end to ensure smooth and satisfactory performance of the system. Replacement of any components of the system is included in the scope of work of maintenance at free of cost.

47 Penalty for Delay / Late Delivery

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 (Survey + Supply + Erection + Civil). 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.

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

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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.

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.

48 Force Majeure

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

- 49.1 War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- 49.2 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;
- 49.3 Rebellion, revolution, insurrection, military or usurped power and civil war;
- 49.4 Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- 49.5 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.
- 49.6 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.
- 49.7 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.
- 49.8 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.

49 Arbitration

All questions, disputes or differences whatsoever, which may, at any time, arise between the parties i.e. **respective DISCOM** 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 **respective DISCOM** 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**, Corporate Office of **respective DISCOM** 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.

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Performance under this contract shall, if reasonably possible, continue during the Arbitration proceedings and no payments due or payable by respective DISCOM shall be withheld unless they are the subject matter of the Arbitration proceeding.

50 Termination of Contract on Owner's Initiative

- 51.1 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.
- 51.2 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.
- 51.3 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.

51 Change of Quantity

- 52.1 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.
- 52.2 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.
- 52.3 As this is a **EPC contract**, engineering work will be done by the Contractor. Responsibility of material will be that of the contractor.

52 Secrecy

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of respective DISCOM & GPRD Cell GUVNL, Gandhinagar and shall not be used for any other purpose, except for the execution of the



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contract. All rights related to the technical specifications, drawings and records are reserved by respective DISCOM & GPRD Cell GUVNL, Gandhinagar only and no part or partial should be reproduced, copied or alter without prior permission to respective DISCOM & GPRD Cell GUVNL, Gandhinagar in writing. In the event of the breach of this provision, respective DISCOM & GPRD Cell GUVNL, Gandhinagar can claim the damages caused by such events.

53 Safety Code

53.1 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.

53.2 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.

53.3 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.

53.4 General Safety

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the contractor shall take adequate steps to ensure proper use of equipment by those concerned. Upon the award of work to the contractor, he will submit to the Engineer-in-Charge, two copies of a construction safety manual to cover onsite safety control for approval and agreement prior to use.

53.5 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.

53.6 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.

53.7 Outbreak of Infectious Disease

The contractor shall remove from his camp such labour and their families who refuse to

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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.

53.8 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.

54 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.

55 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.

56 Compliance with Laws

- 57.1 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.
- 57.2 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.
- 57.3 The Contractor shall comply with the relevant laws of India.

57 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.

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58 Rejection of Tender

- 59.1 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.
- 59.2 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 tender.

59 Minor Civil Works

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

60 Recovery / Deduction

If successful bidder has any dues in GUVNL and its subsidiary company; recovery / amount to be withheld from ongoing bills or existing Bank Guarantee towards EMD / SD / any other by withheld / adjust from payable amount or bank guarantee will be encased. .