

- 13) Contractor shall indemnify GSECL against for any injury and/or damage that may be caused in his man or material. Moreover, the contractor shall be fully responsible for any damage caused to the Corporation's properties done by his man/materials while executing the work. The Corporation will be entitled to recover the damage from the party's bill.
- 14) At any time if GSECL feels that progress of work is unsatisfactory and work force of contractor is inadequate, other agencies/ departmental personnel will be put in parallel for expediting the work. Amount so incurred will be recovered from the contractor's bill. In this case decision of the Engineer-in-charge shall be final and binding to the contractor. At any stage of the contract period, if the contractor fails to complete the job or his work is not found satisfactory the same will be got done at his cost and risk and additional expenditure incurred by the Corporation will be recovered from him by giving one week's notice.
- 15) Party has to submit all technical details of modules with performance/test reports along with the technical bid.
- 16) Subletting the contract to other agency is not permitted unless and otherwise approved by the competent_Authority of GSECL.
- 17) The contractor has to carry out the required work strictly according to guidance given by the Corporation's responsible officer.
- 18) The Corporation reserves the right whether the materials to be accepted, or not. Only specified and scheduled materials are to be examined by Corporation's officer and then if suitable will be accepted by the Corporation.
- 19) The contractor shall submit his bill in triplicate to the CE(G), GSECL, TPS, Gandhinagar which will be paid after the certificate regarding correct receipt of the materials in good condition.
- 20) Any terms and conditions mutually agreed to writing shall be for a part of the contract.
- 21) The authorized officer/person of the Corporation will have the liberty to check the material and work etc.
- 22) Regarding the quality and acceptance of the jobs the authorized officer's decision will be binding and final and no dispute on this account will be entertained.
- 23) General terms and conditions of the Corporation for works contract will be made applicable for this work also. The booklet is attached herewith.
- 24) No material for the said work will be supplied by the Corporation except specified in schedule thereof.
- 25) **Penalty :**

Any delay that may take place in supply and / or erection, testing and commissioning activities beyond contractual cut off date / stipulated period in the order shall be **subjected to penalty** (not liquidated damages).

For Supply Portion : If goods are not delivered in time without any reason beyond your control, penalty at 0.5% **per week or part thereof** subject to a maximum **10% will be levied on end cost of delayed/uncompleted portion.**

For Work Portion: If the work is not completed in time limit without any reason beyond your control, the penalty at the rate **0.5% per week or part**

thereof subject to maximum **10%** will be levied **on End cost of work portion instead of entire order value.**

- 26) GST applicable towards forfeiting of EMD, Security Deposit, PBG and penalty.
- 27) For any type of penalty GST is applicable.
- 28) Statutory variations:-any statutory increase or decrease on the taxes and duties subsequent to your offer if it takes place within the original contractual delivery date will be to the company's account subject to the claim being supported by documentary evidence. However if any decrease takes place after the contractual delivery date the advantage will have to be passed on the company.
- 29) The contractor will be responsible and liable for any damage to man and materials during his work.
- 30) While execution of this job our plant and auxiliaries will be in running conditions. Hence contractor has to take all precautions for safety etc. Safety belts etc. also to be used wherever necessary while working.
- 31) Corporation reserves the right to terminate the contract if quantity shown in Schedule-B is executed earlier.
- 32) All the terms and conditions specified in Industrial & safety laws are binding on the contract.
- 33) Registration certificate under labor contract act will have to be obtained before execution of contract.
- 34) The laborers shall be supplied for 8 hours a day, so contractors shall arrange accordingly.
- 35) TIME LIMIT EXTENSION As per directive of EIC.
- 36) Payment Terms: Party has to accept payment terms as per GSECL rules only i.e. as per actual work done. NO ADVANCE payment will be allowed. Net Payment will be released within 30 days after completion of work and submitting their relevant invoices.
- 37) If required the accommodation for labour will be provided by GSECL on chargeable basis as per availability

ADDITIONAL TERMS & CONDITIONS:

- 1) The contractor is bound for all general terms & conditions as per corporation's rules.
- 2) The contractor shall have to take care of during work. Any damages to the GSECL property due to negligence during work will be recovered from the bill.
- 3) The contractor should take care of his persons for prevention of any type of accident and must follow the safety rules.
- 4) GSECL will not be responsible for any fatal/ non-fatal accident to contractor persons and any legal Complication thereafter during work.
- 5) In case of any accident, during execution of work the compensation payable is to be made by Contractor. Corporation will not be held

responsible for any fatal/ non fatal accident to contractor person and any legal complication thereafter during work.

- 6) The contractor has to arrange all the required resources tools, tackles, Safety equipments at his own.
- 7) All removed modules/accessories/ wires/ materials shall have to remove from site and the same has to credit in Main store GTPS as per directive of EIC.
- 8) The contractor shall have to carry out work such a way not to arises any complain. During work any defects shall have to be solved by contractor without any delay.
- 9) For any conclusion/clarification required, contractor shall have to clarify prior to bid & can visit site office & site situation of work. Afterwards no complain will be consider.
- 10) Before work starts party shall have to get approval of all items/materials to be used for the work from E.I.C. Also party has to mention/ confirm the make of supply items as per schedule-B in Technical Bid Only
- 11) The item wise quantity may vary within total order value and payment will be made as per actual work carried out.
- 12) In case of any dispute the decision of Chief Engineer (Gen) GTPS will be final and binding to the contractor.
- 13) Penalty shall be applied as per corporation rules for delay of work.
- 14) As the work location is far from the GTPS site party has to arrange for the transportation of their manpower.
- 15) **DELIVERY PERIOD :**
Drawing shall be approved within 15 days from the dt. of issue of LOI. **Supply** of material shall be completed within 4 months from the dt. of Drawing approval. **Works** shall be completed within 2 months after receipt of material at site.
- 16) The contractor is bound for all general terms & conditions as per corporation's rules.
- 17) The contractor shall have to take care of articles during work for not to damages, dirt etc. Any damages to the GSECL property due to negligence during work will be recovered from the bill.
- 18) The contractor should take care of his persons for prevention of any type of accident and must follow the safety rules.
- 19) GSECL will not be responsible for any fatal/ non-fatal accident to contractor persons and any legal complication thereafter during work.
- 20) In case of any accident, during execution of work the compensation payable is to be made by contractor. Corporation will not be held responsible for any fatal/ non fatal accident to contractor person and any legal complication thereafter during work.
- 21) The contractor has to arrange all the required resources tools, tackles, Safety equipments at his own.
- 22) The contractor shall have to carry out work such a way not to arises any complain. During work any defects shall have to be solved by contractor without any delay.

- 23) For any conclusion/clarification contractor shall have to clarify prior to bid & can visit site office & site situation of work.
- 24) In case of any dispute the decision of Chief Engineer (Gen), GSECL, GTPS will be final and binding to the contractor.
- 25) Details of EPF Code No. with Registration copy.
- 26) Income Tax PAN No. with Registration copy.
- 27) **Solvency Certi. 20%** value of estimated cost is applicable above the Amount Rs. 2 lacs of estimated cost.
- 28) **Labour Law Compliance** : “The supplier/contractor shall comply with all applicable provision of labour laws related to wages, leave, provident fund, EMP. Compensation act, factory act, contract labour (R&A) act etc.”
- 29) **Bond** : Bidder will have to execute bond on non judicial stamp of Rs. 300.00 at your cost if materials are to be supplied by the corporation/firm.
- 30) **Arbitration** : All questions disputes or difference, whatsoever, which may at any time arise between the parties to this contract or any matter arising out of or in relation there to, shall be referred to the Gujarat Public Works Contract Dispute Arbitration Tribunal Act 1992.
- 31) **Termination of Contract** : “GSECL reserve the right to terminate the contract (i.e. purchase/work order) at any time, without assigning any reasons, whatsoever, by giving notice period of one month from the date of notice of termination of the contract, supplier/contractor will not be entitled for any compensation/damages/ losses whatsoever, on account of such termination of contracts.”
- 32) **Penalty** :
Any delay that may take place in supply and / or erection, testing and commissioning activities beyond contractual cut off date / stipulated period in the order shall be **subjected to penalty** (not liquidated damages).
For Supply Portion : If goods are not delivered in time without any reason beyond your control, penalty at 0.5% **per week or part thereof** subject to a maximum **10% will be levied on end cost of delayed/uncompleted portion.**
For Work Portion: If the work is not completed in time limit without any reason beyond your control, the penalty at the rate **0.5% per week or part thereof** subject to maximum **10% will be levied on End cost of work portion instead of entire order value**
- 33) Time Limit Extention : If contract is as and when required basis:
- 34) “This contract can be extended further for a period of 12 weeks or till finalization of new contract whichever is earlier and during such extended period the rates will be payable at the existing contract rate.”
- 35) Guarantee : After completion of work party should give Bank Guarantee for 10 % value (order end cost) of contract valid for **60 month** against defective workmanship or faulty material.
- 36) **Firm Offer** : The quoted rate should be firmed and no price escalation will be given during contractual period and extended period.
- 37) **Insurance** : Bidder shall have to arrange at their own cost for insuring all the materials and equipments by them or drawn from the corporation and also their labour etc. The corporation will not be responsible for any loss of damage to supplier's equipment materials or personnel.
- 38) **General Terms and Conditions** : All the general terms and conditions will apply for the carrying out this work . In case disputes differences arises to this contracts shall be referred to the “Gujarat Public Works Contracts Tribunal Act 1992.”