



# **GUJARAT STATE ELECTRICITY CORPORATION LIMITED**

Vidyut Bhavan, Race Course, Vadodara, India – 390007. Ph. 91-265-6612031, Fax: 91-265- 2339308

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CIN: U40100GJ1993SGC019988

## **E-TENDER DOCUMENT**

**FOR**

**Establishment of Rain Water Harvesting pilot project to determine numbers of Rain Water Harvesting Plants required to be installed to get 6.0 MLD water for construction and maintenance purpose for development of up to 5700 MW capacity wind/solar/hybrid Renewable Energy park for GSECL and GIPCL near Khavda, Dist. Kutch area in the state of Gujarat.**

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## **SECTION-A**

- ❖ **ACKNOWLEDGEMENT OF TENDER FEE /EMD.**
  
- ❖ **TENDER NOTICE.**



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## SECTION-A

### ACKNOWLEDGMENT

e- Tender for the **Establishment of Rain Water Harvesting pilot project to determine numbers of Rain Water Harvesting Plants required to be installed to get 6.0 MLD water for construction and maintenance purpose for development of up to 5700 MW capacity wind/solar/hybrid Renewable Energy park for GSECL and GIPCL near Khavda, Dist. Kutch area in the state of Gujarat.**

TENDER FEE PAID VIDE DEMAND DRAFT NO. \_\_\_\_\_

DATED \_\_\_\_\_ RS. \_\_\_\_\_

EARNEST MONEY DEPOSIT PAID VIDE D.D. NO. \_\_\_\_\_

DATED \_\_\_\_\_ RS. \_\_\_\_\_

- 1. The undersigned reserves the right to reject any or all tenders without assigning any reasons thereof.**
- 2. The Tender fee will be accepted in form of Demand Draft and Earnest Money Deposit will be accepted in form of Demand Draft or Bank Guarantee of any bank as prescribe in ANNEXURE- I drawn in favour of “GUJARAT STATE ELECTRICITY CORPORATION LTD.” payable at GUJARAT STATE ELECTRICITY CORPORATION LTD., VADODARA**

**CHIEF ENGINEER (P&P)  
GSECL, C.O., Vadodara.**



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CIN: U40100GJ1993SGC019988

**Tender Notice No: GSECL/ CE (P&P)/ Civil/ 04/ 2021 for Civil works (Re-invite)**

## e-Tender

CHIEF ENGINEER (P&P) invites “On-line Tenders” (e-tendering) for the work of Establishment of Rain Water Harvesting pilot project to determine numbers of Rain Water Harvesting Plants required to be installed to get 6.0 MLD water for construction and maintenance purpose for development of up to 5700 MW capacity wind/solar/hybrid Renewable Energy park for GSECL and GIPCL near Khavda, Dist. Kutch area in the state of Gujarat. Tender Papers & Specifications may be down loaded (if required by bidder) from Web site <http://www.nprocure.com> (For view, down load and on line submission) and GUVNL / GSECL web sites [www.gseb.com](http://www.gseb.com) & [www.gsecl.in](http://www.gsecl.in) (For view & down load only). Tender fee & EMD shall be paid along with submission of tender in separate cover. “All the relevant document of tenders as stated here under to be submitted physically will be received only by Registered Post A.D or Speed Post addressed to CHIEF ENGINEER (P&P), GUJARAT STATE ELECTRICITY CORPORATION LTD, Vadodara. “NO COURIER SERVICES OR HAND DELIVERY” will be accepted.

Tender No.	Name of Work	Estimated Cost Rs.	Time Limit	Tender Fee Rs.	E.M.D. Rs.
GSEC L/ CE (P&P)/ Civil/ 04/ 2021 for Civil works (Re-invite)	Establishment of Rain Water Harvesting pilot project to determine numbers of Rain Water Harvesting Plants required to be installed to get 6.0 MLD water for construction and maintenance purpose for development of up to 5700 MW capacity wind/solar/hybrid Renewable Energy park for GSECL and GIPCL near Khavda, Dist. Kutch area in the state of Gujarat.	Rs.52,22,600/- (In Words Rupees Fifty Two Lakhs Twenty Two Thousand Six Hundred Only.)	02 Months from the date of written order to commence the work.	Rs. 5,900/- (including GST) (Non - Refundable)	Rs. 52,226/- ( In Words Rupees Fifty Two Thousand Two Hundred Twenty Six Only.)

1	Validity of Tender	180 Days [From the opening of Technical Bid].
2	Last date of submission of tender On line (e-tendering) Technical as well as Price bid along with soft copy of all other documents as stated here under up to 16:00 Hrs.(This is mandatory)	26/11/2021
3	Last date of Physical submission of all relevant documents as stated here under along with DD of EMD & Tender Fee by RPAD or speed post up to 14.00 Hrs.	03/12/2021

4	Date of opening of Technical bid, on line as well as physical at 16.00 hrs. (if possible)	As above
5	Tentative date of on line opening of price bid at 15.00 hrs. (if possible)	To Be Notified Later

**SIGNATURE OF CONTRACTOR**

**CHIEF ENGINEER (P&P)  
GSECL, C.O., Vadodara**

## IMPORTANT

- 1) Only following listed documents must be submitted on line as well as physically (Excluding price bid) along with the D.D. of Tender Fee, EMD in sealed cover on OR before due date and time.

**Price Bid shall not be submitted in Hard copy.**

1. Demand Draft for Tender Fee and EMD (**Original**)
2. The bidder shall have a separate Provident Fund Code of RPFC in the name of company. The bidder, who does not possess such separate P.F. code, shall not be considered for acceptance of tender. The contractor has to submit attested copy of such certificate showing P.F. code along with the tender.
3. Attested copy of PAN No.
4. Attested copy of work experience certificate for the similar works executed.
5. List of work in progress.
6. Attested copy of firm registration or partnership deed.
7. Attested copy of power of attorney, if any, for signing the bid document.
8. Attested copy of balance sheet of profit & Loss account duly audited by Chartered Accountant of at least 3 financial years, if work estimate is more than Rs. 50 Lacs.
9. Attested copy of latest solvency certificate not older than 12 months issued by any nationalized bank **OR** Banks as per Annexure – I.
10. Details of equipment, tools and plants immediately available with the tenderer for use of this work.
11. Details of technical personnel.
12. Undertaking duly Notarized as per attached Declaration Form
13. Any other documents required to verify technical, financial capability of the bidders & other Credentials.
14. Attested copy of GST registration Certificate / Number.

All such documents should be strictly submitted by RPAD / Speed Post only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.

- 2) In case any deviation is found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents then such tender will not be considered and no any further communication in the matter will be entertained. Tenders must be unconditional. Conditional Tenders will be rejected.
- 3) Further bidders are requested to submit price – bid i.e. Schedule-B on line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price will be considered for evaluation. **The bidder is requested not to submit the hard copy of downloaded tender document, condition of the contract, specification & other relevant documents, except documents as stated here above.** Instead of the same, the bidder shall submit the duly Notarized Undertaking as stated below declaration form on the stamp paper of Rs.300/-. **However, bidder may download tender document & preserve with them in Hard Copy for their future reference.**
- 4) It is mandatory for all the bidders to submit their tender documents viz. on-line (e-tendering) and physically in scheduled time. Tender documents submitted in only physical form will not be accepted and considered. Also, all bidders shall submit required Physical documents as stated in Tender Notice
- 5) GSECL reserves the rights to reject any OR all tenders without assigning any reasons thereof.
- 6) Tender Notice Number & name of the work shall be clearly written on the covers containing the Bid documents.
- 7) Technical / Price Bids will be opened on the day and time indicated in the tender notice by an Officer nominated by the Purchaser in the presence of such of the bidders who wish to be present.

Any technical questions, information and clarifications that may be required pertaining to this tender should be referred to the CHIEF ENGINEER (P&P),GSECL, Corporate Office, Vidhyut Bhavan Race Course, Vadodara. Also during pre-bid meeting (if arranged) the same may please be discussed.

**CHIEF ENGINEER (P&P)  
GSECL, C.O., Vadodara.**

**SIGNATURE OF CONTRACTOR**

## **SECTION-B**

- ❖ **DECLARATION FORM CUM UNDER TAKING TO BE SIGNED BY BIDDER**
- ❖ **RTGS DETAILS OF BIDDER**
- ❖ **PROJECT SYNOPSIS**
- ❖ **SCOPE OF WORK AND SITE CONDITION**
- ❖ **SPECIAL NOTE FOR PRE-QUALIFICATION**
- ❖ **GENERAL INSTRUCTION TO THE BIDDER**



## **DECLARATION FORM**

**Name of Work:** Establishment of Rain Water Harvesting pilot project to determine numbers of Rain Water Harvesting Plants required to be installed to get 6.0 MLD water for construction and maintenance purpose for development of up to 5700 MW capacity wind/solar/hybrid Renewable Energy park for GSECL and GIPCL near Khavda, Dist. Kutch area in the state of Gujarat.

Tender No/ RFQ No:

1. I/We hereby declare that I/We have carefully studied the entire tender placed on the WEB site and conditions of contract, specifications and other documents of this work mentioned in the tender and abide by the same. Also, I/We hereby agree to execute the same accordingly.
2. I/We hereby abide to execute the contract agreement by downloading the copies of the conditions of contract, specifications and other documents of this work of otherwise I/we will get copy of the same from the office of the tender inviting authority and the same will be acceptable to me/us.
3. I/We hereby accept and confirm that any dispute on this regard shall not be entertained by the tender inviting authority.
4. I/We hereby declare that I/We have visited the work site and fully acquainted myself/ourselves with the local situations regarding materials, labour and other factors pertaining to the work before submitting the tender.
5. I/We hereby confirm that our offer is Un-conditional and without any technical & commercial deviations.
6. Should this tender be accepted, I /We hereby agree to abide by to fulfill all the terms-conditions and provision of the Tender and Contract for Works as applicable and default thereof, to forfeit and to pay to the Gujarat State Electricity Corporation Limited the sums of money due.
7. The full value of the “Earnest Money Deposit” paid herewith should be absolutely forfeited to the Corporation, should I/ we do not deposit the specified amount of specified Security Deposit within 10 Days from receipt of the Letter of Intent.

8. If, I fail to submit all required documents with application or tender copy ( in each tender ) then my tender will be cancelled, which is binding to me.
9. If, full or part work will be given to me, it will be accepted to me with same terms, rate & conditions.
10. I, \_\_\_\_\_ proprietor / owner / partner / Authorized Agent of M/s. \_\_\_\_\_ do hereby also declare and undertake as under:
  - a) That in capacity of independent contractor for M/s. \_\_\_\_\_ (Sub-Contractor of M/s. \_\_\_\_\_ ) worked as contractor at GSECL, \_\_\_\_\_ Thermal Power Station for the nature of work of \_\_\_\_\_ against work Order No. \_\_\_\_\_ Dt. \_\_\_\_\_, I have complied with the provisions of all laws as applicable. I have paid the wages for the month/s of my contractual period which is / are not less than the minimum rates as applicable, to all my employee/s and no other dues are payable to my employee/s.
  - b) That I have covered all the eligible employee/s under the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and deposited the contributions under my PF Code No. \_\_\_\_\_, place: \_\_\_\_\_ for the month/s of my contractual period and as such no amount towards contribution whatever is payable.
  - c) I further declare and undertake that in case any liability pertaining to any of my worker, labour, employee/s is/are to be discharged by the principle employer i.e. Gujarat State Electricity corporation Limited, \_\_\_\_\_ Thermal Power Station due to my lapse, I undertake to reimburse the same or the principle employer is authorized to deduct the same from my dues as payable.
  - d) I further declare and undertake the legal consequences which may arise in future under the said work order awarded, and I bond myself to resolve the same at the risk and cost of M/s. \_\_\_\_\_.

11. I/We \_\_\_\_\_  
 authorized signatory of M/s \_\_\_\_\_  
 here by certify that M/s \_\_\_\_\_  
 and their proprietor / any partner / any directors of the firm is not stop deal and / or banned for business dealing and / or black listed by GUVNL and / or their any subsidiary company viz. GSECL / GETCO / DGVCL / MGVCL / UGVCL / PGVCL as well as Government and / or Semi Government company / department.

Seal & Signature of the Bidder

Address:

Phone / Mobile/ Fax. No. & Company's Seal

e- Tender for the Establishment of Rain Water Harvesting pilot project to determine numbers of Rain Water Harvesting Plants required to be installed to get 6.0 MLD water for construction and maintenance purpose for development of up to 5700 MW capacity wind/solar/hybrid Renewable Energy park for GSECL and GIPCL near Khavda, Dist. Kutch area in the state of Gujarat.

## **RTGS DETAIL OF BIDDER**

Following **RTGS** details shall be submitted by agency along with the tender for direct deposit of payment to the beneficiary account. Bidder has to submit the details as under:

- 1 Name of Bidder :-
- 2 Address for correspondence :-
- 3 E-Mail ID :-
- 4 Phone / Mobile No. :-
- 5 Name of Beneficiary :-
- 6 Bank Account Number of beneficiary :-
- 7 Name of Bank of beneficiary :-
- 8 Name of Bank, branch & address :-
- 9 Type of account :-
- 10 Bank Code :-
- 11 RTGS Code :-
- 12 IFSC Code :-

## Project Synopsis and Data

- 1) Location :- Khavda, Bhuj
- 2) Purchaser :-
- 3) Engineer :-
- 4) Site of Project :-
- 5) Nearest town :- Khavda
- 6) Nearest Railway Station :- Bhuj
- 7) Nearest Port :- Kandla
- 8) Nearest Air Port :- Bhuj
- 9) Access Road :-
- 10) Site Elevation from MSL :-
- 11) Meteorological Data
  - Ambient Air temperature
    - 1] Highest monthly mean of daily Max. Temperature ( In  $^{\circ}\text{C}$ ) :-
    - 2] Maximum dry bulb Temperature ( In  $^{\circ}\text{C}$ ) :-
    - 3] Minimum dry bulb Temperature ( In  $^{\circ}\text{C}$ ) :-
  - Rainfall
    - 1] Average annual rainfall (In mm) :-
    - 2] For 01 hour ( In mm) :-
    - 3] For 24 hour ( In mm) :-
  - Wind velocity
    - 1] Maximum wind velocity (In m/sec) :-
    - 2] Wind direction – N,NE & SW :-
    - 3] For 24 hour ( In mm) :-
  - Relative Humidity
    - 1] Annual mean humidity ( In %) :-
    - 2] Maximum humidity (In %) :-
    - 3] Minimum humidity (In %) :-
    - 4] Type of Atmosphere :-
- 12) DESIGN DATA
  - Seismic Data :-
  - Zone :-
  - Intensity :-
  - Ambient temperature :-
  - Other Data :-

## SCOPE OF WORK AND SITE CONDITIONS

GSECL jointly with GIPCL would like to install 6.0MLD Desalination plant for Development of Renewable Energy Park. The water required shall be used during Construction and O&M phase. As input data for designing of the desalination plant various details like feasibility study including identification of aquifer, estimated quantity and quality of water from aquifer to get raw water for generation of 6.0MLD fresh water from Desalination plant, rain water recharge to improve quality of underground water etc. are required. The Bidder/Contractor has to submit all the ground water related input data required for design of Desalination plant even if it is not mention in the tender document/scope of work.

Further, all the permission of BSF/Local Police for working in the area shall be taken by successful bidder.

Under the scope of this tender the agency has to carry out the subject work, various civil works as per all items of Schedule B and as per detail technical specifications items. The quantities taken under individual items are very tentative. However the agency has to carry out the works as per the Company's requirements.

The agency has to carry out the works as per item & specifications of the tender by providing all materials of best quality and of standard manufactures as the samples approved by EIC and providing best workmanship through expert manpower.

The agency has to carry out the works as per the priority & schedule given by EIC time to time even in on or off working hours of the office. The agency will take complete care and will not damage any other structure in premises of company.

The agency has to carry out all the works by taking all due cares of safety, security norms, with all risks including scaffolding, strutting, shoring, etc up to any height irrespective of quantum of the work.

Contractor has to make arrangement for workable site condition with the co operation of departments of company and agencies, all necessary arrangement to get work permit is to be made by contractor. Day to day cleaning is required after completion of job. The removed materials and any other unwanted materials are to be transported and taken away as instructed by E.I.C.

All safety measures shall be taken by the contractor with his own cost.

The scope of work to be carried out by the Contractor shall also include Clearance of the site, Disposal of debris, excavated material etc,

The major works involvement generally mentioned as here under---

- Detailed study to identify aquifer in the project area allocated to GSECL and GIPCL respectively and prepare aquifer map. The contractor may take inputs from Geologist, Hydrologist hydrogeological studies etc.. The map shall includes following.

1) **Disposition of Water Bearing Formations**

- Subsurface continuity in vertical and horizontal disposition.
- Overlay of different litho-units to form a group & aquifer system,

2) **Water Bearing Capacity**

- Variations with depth
- Changes in space and time
- Demarcation of runoff zones, recharge zones and discharge zones
- Status of ground water abstraction

3) **Aquifer (formation water) Quality**

o In-situ (depositional)

- Anthropogenic
- Vertical zonation
- Blending/Migration of pollutants in aquifers with time

4) **Strategies for Sustainable Management**

- Quantification of water within different layers (Aquifers- 1,2 3 etc)
- Quality in each aquifer (group)
- Demand-Supply analysis
- Estimation of prevailing Development Status

- Precise assessment of functional wells
- 5) **Identification of Clusters of Aquifers (layers)**
- Vertical-horizontal flow of recharged water from source - rainfall, canal, applied irrigation etc.
  - Formation of Aquifer Management Unit ( clustering of zones & depth units)
  - Preparation of Aquifer Management Plans for sustainable ground water management. The AMPs need to be prepared in a simplified manner so that they are easily understood and implementable by the stakeholders and ensuring wider acceptability. Sustainability necessarily means the reliability, resilience and the vulnerability of the resource. Reliability is the ability of system to meet demands; resilience is the measure of the ability of the system to recover from failure and vulnerability is the measure of loss/damage incurred because of failure.
- To carry out an Exploratory Well and Recharge shaft for the proposed site of GSECL at Khavda. Aquifer recharge and recovery is to be identified at coastal line and regions having saline ground water underneath.
  - Exploratory well will be required to investigate ground water potential to design recharge shaft. Based on the investigation result, recharge shaft will be designed.
  - Explanatory well will be made of UPVC pipe and minimum depth will be 150 m or more to ensure appropriate water quality and required quantity. The water chemistry will be determined by the agency and furnished to GSECL, for the purpose of establishment of desalinization plant at site. Parameters required are informed to the consultant to enable the rate quoting.
  - Below listed investigations are required to be carried out by Agency:
 

<b>Sr No</b>	<b>List of investigations</b>
1	Water Quality of Each Aquifer through Bore Logging
2	Potential recharge rate/ permeability of aquifer through sieve analysis
3	Lithology of the various aquifer up to 150 meter or up to required depth
4	Water qualities for Pre – Post monsoon
5	Pump test of all aquifers
6	Electro Resistivity Test in entire project area to identify the aquifer and analyse quality/ quantity of water
7	Feasibility for total 12 MLD yield from all bore well to meet the desalination plant raw water requirement.
  - All activities like recharge structure, boring, pipes, packing material, accessories, loading, boarding (site accommodation for required period for all personnel), logistics, transportation, material loading – unloading – shifting – lifting, other necessary machineries and equipment like dewatering pump, compressor, generators, electric panel etc supply, installation and commissioning will be in the scope/ at the cost of the agency. All infrastructures for pumping out of harvest water will be installed on permanent basis for utility to GSECL.
  - Various on field testing like pump test, electro logging test and off-site laboratory test like pre-monsoon water testing, post-monsoon water testing, soil permeability test and technical report compilation with recommendations. All required tools/ tackles for the operation of the system will be provided by the agency at site.
  - Analysis of availability of ground water in terms of years during draught period will be carried out.
  - All required Government clearances.
  - Detailed Project report for entire project area will be submitted on completion of the work.
  - List of Inputs to be provided by GSECL & GIPCL
    1. Soil investigation report
    2. Hydrological Report
    3. Contour Survey drawing

**SIGNATURE OF CONTRACTOR**

**CHIEF ENGINEER (P&P)  
GSECL, C.O., Vadodara**

## SPECIAL NOTE FOR PRE-QUALIFICATION

Name of work: - **Establishment of Rain Water Harvesting pilot project to determine numbers of Rain Water Harvesting Plants required to be installed to get 6.0 MLD water for construction and maintenance purpose for development of up to 5700 MW capacity wind/solar/hybrid Renewable Energy park for GSECL and GIPCL near Khavda, Dist. Kutch area in the state of Gujarat.**

The tender documents are of two separate bids i.e. technical and price bids. Bidder is requested to submit the technical bid with the following credentials for post-qualification.

1. Contractor should produce evidence of having experience of having successfully completed similar works as defined hereunder during the last seven years ending last day of the month previous to the one in which tender is invited ongoing works, satisfactory progress within stipulated time, etc. secured from Govt., /Semi Govt., along with certified copies of documentary evidence, preferably photo copy of work experience certificate secured from GSECL/ GETCO / DISCOMS / GEB / Central / State Government/Semi- Government. The experience should be either of the following-
  - a. Three similar completed works each costing not less than the amount equal to 40% of the estimated cost.  
**OR**
  - b. Two similar completed works each costing not less than the amount equal to 50% of the estimated cost  
**OR**
  - c. One similar completed works each costing not less than the amount equal to 80% of the estimated cost
- Similar work means – Water Management works like Surface/ Ground water survey, Investigation, exploration, Rain water harvesting, Recharge structures, Radial well, and other such works.
2. Contractor has to submit satisfactory work completion certificate of the client. **Work Experience Certificate for similar nature of work from Reputed Public limited / Private limited Company Will be accepted. Further, Experience as a Joint Venture is allowed.**
3. **EMD:** To pay **EMD** in form of DD **OR** in form of B.G. given by bank as described in the Annexure – I.
4. **Tender Fee:** The **tender fee** shall be accompanied in the form of DD.
5. Separate employee's **provident fund code** number towards registration of firm with Regional P.F. Commissioner.
6. **Latest bank Solvency Certificate** of any Bank as listed in Annexure- I for a sum of minimum 20% of estimated cost of this work, i.e. **Rs. 10,44,520/-** not more than 12 months old.
7. Attested copy of relevant document duly signed and sealed on each and every page shall be Submitted
8. Declaration form in original duly notarized on stamp paper of Rs. 300/- (As referred in Tender Notice)

The above documents will be analyzed and after satisfaction, the price bid will be opened. GSECL may verify the documents, experience certificates from authority who have issued such certificates / details.

On opening of Technical Bid, if any required attested documents are missing in technical bid submitted by the bidder, and tender inviting authority is in the opinion that in absence of these documents sufficient competition is not possible, in that case to have fair competition, the tender inviting authority may inform only once by Registered post to bidder/bidders to submit the missing required documents within stipulated time limit and failing which bidder/bidders will be declared technically disqualified for not submitting the required documents along with technical bids without any further notice. However, document will be considered valid only if it is for the period of last day of month previous to the one in which tenders are invited.

**Sign of contractor**

**CHIEF ENGINEER (P&P)  
GSECL, C.O., Vadodara**

# GENERAL INSTRUCTIONS TO THE BIDDERS

## 1. **SUBMISSION OF TENDER**

The tender should be submitted in one sealed main envelope marked MAIN COVER. Tender number & name of work should be written on the cover.

### **Technical bid cover:-**

This cover shall contain all relevant attested qualifying documents as prescribed in tender notice along with tender fee & EMD.

**Note: - If attested copies of qualifying documents stated as prescribed in tender notice are not found in Technical bid cover as well as on-line, documents received in physical form (i.e. Technical Bid Cover) will be treated as final to consider the bid for pre-qualification. Any missing documents, if required will be asked from the bidder as mentioned in Special Note for Pre-Qualification.**

### **Price bid:-**

The price bid shall have to be submitted online only. The percentage rates and price shall be written both in words, and figures and the units in words. In case of any ambiguity or mistakes, the unit rates and prices written in words shall be considered as final.

Offered rate shall include cost of all Materials, wastage of material, Labours for all leads and lifts, Supervision, setting out works, Machinery and equipment with its mobilization / demobilization, transportation charges, Clearing of the site both prior to commencement and after completion of work. Consumables such as, but not limited to petrol, oil, diesel, lubricants, drill bits, pipes, ropes etc. Construction facilities such as scaffolding, tarpaulins, wind break, etc., Overheads / profits of Contractor for due performance of the work under this contract.

All royalties, sales tax, toll tax, local tax, development charges, VAT tax, and any other taxes including works contract tax etc., in respect of this contract and also any statutory variation in future towards above mentioned taxes & any other taxes if levied in future by statutory authority applicable to the this contract shall be payable by the contractor and GSECL will not entertain any claim whatsoever in this respect.

The rates will be "Excluding the GST. The reimbursement against GST will be paid to the contractor as per Govt. Rules & Regulations.

Further information required, if any, can be had from the office of the Chief Engineer(P&P), GSECL, C.O., Vadodara. But it must be clearly noted that the tenders must be received complete in every respect by the due date and time.

- i. The bidder must clearly quote rates in figure as well as in words. In case of any discrepancy, whatever written in words shall prevail.
- ii. No deviation in terms & conditions, Schedule-B and technical specifications will be entertained. Any ignorance for this shall not relieve the contractor from his contractual liability arising as per tender documents and conditions contained in it.
- iii. The bidders are required to quote only firm prices. No variation will be accepted on price/ raw materials/ finished products or on any other cause.
- iv. The bidders should note that the completion of above mentioned works in all respect in accordance with the time limit given is very important and should be strictly adhered to. The work is to be completed in time limit from the date of issue of written order to commence the work by the Chief Engineer (P&P), GSECL, C.O., Vadodara.
- v. The bids should be valid for a minimum period of **180 Days** from the date of opening of technical bid. During this period tenderer shall not be allowed to withdraw their tender and if withdrawn, the Earnest Money Deposit submitted with the tender will be forfeited.
- vi. The works covered under these specification shall be carried-out and governed by "Tender and contract for Works" booklet appended herewith except where conditions specified in this specifications.
- vii. The successful bidder shall have to enter in to an agreement for contract as per G.S.E.C.L rules on a stamp paper of Rs.300/- and necessary stamp duty charge shall be borne by the contractor/consultant.



- viii. The complete specification comprises of the following.  
Bill of Quantities (Schedule-B), instructions to the bidders, Tender specifications and scope of work, Tender and contract for Works booklet, General Conditions, Instructions to bidder & Technical specifications. All these sections are complimentary to each other. The particulars and requirements contained herein shall cover the execution of the works covered under these specifications.
- ix. The tenderer must visit the site of works and see for him self the site conditions regarding availability of approach road during all seasons and other matters affecting the above works before submitting the tender.
- x. The submission of tender by a contractor implies that he has read these instructions the conditions of contract etc. and has himself aware of the scope and specifications of the work to be done and of conditions and local conditions and other factors bearings on the execution of the works. GSECL will not therefore after acceptance of contractor's rate pay any extra charge for any other reason; in case the contractor is found later on to have misjudged the site condition.
- xi. GSECL's authorized officers who accepts tender, shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest offer nor to assign any reason whatsoever for the rejection of any tender or all tenders.
- xii. Bidders shall provide evidence of their continued eligibility to the satisfaction of the owner.
- xiii. Bidders shall not be listed under a declaration of ineligibility for corrupt or fraudulent Practices issued by the Govt., the list of black listed Contractors announced by GSECL (erstwhile GEB) Govt. of Gujarat or its Public Sector undertakings or the contractors who are under stop dealing in GUVNL and /or their any subsidiary company viz. GETCO/MGVCL/UGVCL/PGVCL/DGVCL.
- xiv. The bid, and in case of a successful bid, the Form of Contract Agreement, shall be signed with the name of Firm / company which will be legally binding on all partners / parties.
- xv. If the application is made by an individual, it shall be signed by the individual above his full typed written name and current address.
- xvi. If the application is made by a proprietary firm. It shall be signed by the proprietor above his full typed written name and the full name of his firm with its current address.
- xvii. If the application is made by a partnership firm, it shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed, full names and current addresses of all the partners of the firm shall also accompany the application.
- xviii. If the application is made by a limited company or a Corporation, it shall be signed by the authorized person holding power of attorney for signing application in which case a certified copy of the power of attorney shall accompany the application. Such Limited company or Corporation may be required to furnish satisfactory evidence of its existence before the pre-qualification evaluation. They should also furnish Articles of Memorandum of Association. If the application is made by group of companies, it shall be signed by the authorized person. The authority letter shall be accompanied with the application.

## **2. SECURITY DEPOSIT**

As per the prevailing rules of the GSECL, successful bidder have to pay Security Deposit (S.D.) equivalent to 5 % of the contract value. The same shall be paid in DD or in the form of Bank Guarantee on any of the banks describe in Annexure-I as per the GoG notification issued from time to time will be applicable. Total S.D. equivalent 5% of contract value shall be paid to GSECL within 10 days along with acceptance of LOI.

After lapse of 10 days, if successful bidder not paying SD then, RPAD notice will be issued to the successful bidder mentioning that on failing to pay security deposit within next 07 days from the date of issue of RPAD Notice the EMD will be forfeited. However, Tender inviting authority at his discretion may decide and prolong the time period for paying of the Security Deposit as per the urgency of the work.

**In case successful bidder not at all responding within notice period or withdraws his offer then his EMD shall be forfeited and he will not be allowed to participate in the tenders invited from GSECL for the period of One year.**

The security deposit amounting to 5% of the contract value shall be released on finalization of final bill **OR** after 06 (six) months of successful completion of the work, whichever later **OR** on furnishing of the Performance Bond amounting to 5% of contract value against the defect liability period as mentioned hereunder in Clause No. 3.

### **3. MAINTENANCE:**

i] The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The same shall be attended within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer-in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, incurred by him in rectification, removal or re-execution. The defects liability period shall be as under,

- For all works costing more than Rs. 50,000 and up to Rs. 1 crore (amount put to tender), the period shall be 06 months from the certified date of completion **OR** one monsoon, whichever is later.

### **4. TIME LIMIT FOR WORK:**

The scheduled time limit for the completion of work shall be 02 calendar months from the date of issue of letter to commence the work. However extension in time limit will be granted by GSECL for the genuine reasons only as per terms of the contracts.

### **5. TERMS OF PAYMENTS:**

Payment terms shall be as follows:

- No advance payment will be made by GSECL.
- Against supply of material at site: 30% of the item 01.
- Against completion of physical work at site: 40% of the item 01.
- Submission of all reports to GSECL: 30% of the item 01.

While making payment for each invoice, amount of GST and applicable cess will be kept under retention till submission of documentary proof of payment of GST or till reflection of payment of GST pertains to respective bill amount in GST return for concern invoice after due verification.

### **6. ASSIGNMENT:**

The rights and liabilities of the contractor shall not be assigned or transferred by them without the consent in writing of the GSECL to any other person, firm or organization.

### **7. ARBITRATION: -**

'ALL QUESTIONS, DISPUTES OR DIFFERENCES, WHATSOEVER WHICH MAY AT AN TIME ARISE BETWEEN THE PARTIES TO THIS CONTRACT IN CONNECTION WITH THE CONTRACT OR ANY MATTER ARISING OUT OF OR IN RELATION THERE TO, SHALL BE REFERRED TO THE "GUJARAT PUBLIC WORKS CONTRACTS DISPUTES ARBITRATION TRIBUNAL" AS PER THE PROVISIONS OF THE GUJARAT PUBLIC WORKS CONTRACTS DISPUTES ARBITRATION TRIBUNAL ACT, 1992.

8. The successful Bidder, on receipt of letter of intent will submit within a week's time his planning / programme of works, for scrutiny of the GSECL in a Bar Chart format, clearly indicating GSECL's inputs also. Contractor will plan his works such that simultaneous work should progress in such a way that entire job is completed in scheduled time limit on all the fronts released by GSECL.
9. The successful bidder will have to depute his authorized representative to attend progress review meetings to be held at GSECL, C.O., Vadodara without any extra cost.
10. The Contractor will be responsible for complying with all rules and regulations and labour laws applicable to him and the GSECL will not be responsible for any lapses committed by them. If there is any claim from any Government authority pertaining to the contract, the same amount will be deducted from the Contractor's bill.
11. The time limit for completion of work is stipulated as in the tender will be adhered to.
12. The Contractor's rates should be firm and no variation clause is to be quoted by the Contractor and GSECL will not accept the same, during contractual period including extended time limit if any.

**13. BIDDER TO STUDY, ANALYSE & CONSIDER:**

- a) The information given in this specification is in good faith and meant to serve as a guide to the Bidder. It is, therefore, imperative that Bidder shall obtain and examine for himself all the data, information and particulars required for the satisfactory execution of the work under this tender. The submission of a bid by Bidder implies that he has fully read the specifications, bid drawings, instruction to the bidder along with Contract Document and Conditions of Contract, applicable labour laws, safety norms etc., and has made himself aware of the scope and the specifications for the work to be performed and local conditions and other features which have a bearing on the cost and execution of the work. This specification is intended as a general description of quality envisaged for materials and workmanship and of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice and to the complete satisfaction of the Purchaser. Special techniques approved by the Purchaser shall be used if and where found necessary. This specification shall have precedence if anything contrary to this is stated elsewhere in the contract documents. The Purchaser's decision shall be final and binding on the contractor on any issue arising out of such discrepancies.
- b) Inspection of site by bidder:  
Before submission of his bid, Bidder shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as:
  - weather characteristics,
  - Location of site and access, right of way, means of communication & mode of Transport to site,
  - The type and number of equipment and facilities required
  - The quantity of various items of the work.
  - The availability and rates of material.
  - Labours condition.
  - Local working conditions, obstructions and hindrances that may arise etc.
  - Power house, which is under running conditions.
  - Required GSECL's security checks.
  - All materials brought to site only after making entries in security register at Control gate
- c) These factors are likely to affect the satisfactory completion of work and or cost thereof. The submission of a bid by the Bidder will be construed as evidence that such an examination was made and any later claims/ disputes in regard to rates quoted shall not be entertained or considered by the GSECL.
- d) The site visit shall be done by the bidder on his own responsibility and all liabilities including cash, arising out of the site visit shall be at the bidder's account.
- e) Contractor's scope of work shall also include making all necessary arrangements for access to work sites, stores and site offices etc. from the nearest approach road to facilitate transportation of man power, machinery and equipment duly considering the existing site conditions. No extra claims / costs will be entertained by GSECL.

- f) The bidder shall carefully study the work to be carried out & consider all the factors & shall take into account & consider all the factors such as lead, lift haulage of materials, sequence of construction, etc. & shall allow for all such information / data in the rates quoted.
- g) The GSECL will not pay any extra charges or rate for any reason in case the contractor claims, after acceptance of contract to have misjudged the site condition. Ignorance of the intents and contents of the specification document and site conditions shall not be accepted by the Owner as basis for any claims for compensation.
- h) BIDDER shall inspect the site, examine and obtain all information required and satisfy himself regarding matters such as sub-surface conditions, water records, access to site, communication, transport, right of way, the type and number of equipment and facilities required for the satisfactory completion of work, the quantity of various items of the work, the availability and rates of material, local working conditions, uncertainties of weather, obstructions and hindrances that may arise etc. which may affect the work or cost thereof, before submission of his bid. Ignorance of site conditions shall not be accepted by the ENGINEER IN CHARGE as basis for any claim for compensation.
- i) The rates quoted by BIDDER shall be based on his own knowledge and judgment of the conditions and hazards involved and shall not be based on any representations of the Engineer in Charge. No claim on this account shall be admitted by the GSECL.
- j) The bidders shall submit their offer without any deviations in general terms and conditions of the contract or in technical specifications.
- k) Tenders received after the time and date specified in the tender notice will not be accepted. Once the offer is submitted by bidder before due date of submission, the bidder shall not be allowed to submit revised/ additional/ modified offer even before due date and time of submission of tender. However, if the date of issue and/or submission of tender are extended by the Corporation due to any reason, the bidder may submit if their wishes the revised/additional/modified offer before extended due date and time of submission.
- l) The Corporation reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons thereof. Tenders deferring from the technical specifications or the method of bidding in a radical manner may also be rejected.
- m) The bidder shall be presumed to have carefully examined the drawings, conditions & specifications of work & to have fully acquainted themselves with all details of the site conditions, locations, materials, geological & weather characteristics, labour conditions & in general all the necessary information and data etc. pertaining to and need for the work.
- n) This specification is intended as a general description of quality envisaged for materials and workmanship and of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice and to the complete satisfaction of the Purchaser. Special techniques approved by the Purchaser shall be used if and where found necessary. This specification shall have precedence if anything contrary to this is stated elsewhere in the contract documents. The Purchaser's decision shall be final and binding on the contractor on any issue arising out of such discrepancies.
- o) Each bidder shall also submit a 'Declaration' to the effect that the tenderer is an engineering construction firm or an association of firm or firm which has successfully carried out large works of this nature and has adequate organization and experienced personnel to handle this type and magnitude of work. Information should also be given regarding the constitution of the firm; it's authorized, subscribed & paid up capital, the date & place of registration, the place of business, the names of the directors and other relevant information.
- p) It is the intent of the ENGINEER IN CHARGE to incorporate these specification documents in the final 'Contract'. BIDDERS are required to review these documents and clearly state in their proposals their acceptance of the same.
- q) Each page of the bid document including the bid drawings shall be signed, stamped and dated in ink by the BIDDER as a token of having examined the same. Any correction in price and the rates entered in the Schedule of Price shall also be signed and dated by the BIDDER in ink, before submitting the bid. Non-compliance with this condition will make the bid liable for rejection.
- r) All safety measures as required to be adopted as per the Statutory Regulations and the Safety Rules of the Plant shall be strictly followed by the Contractor during the execution of the Contract. The Contractor shall set up a suitable safety organization of his own in this regard.
- s) In connection with the execution of the Contract, the Contractor shall comply with all applicable statutory Rules & Regulations including employment of labours at site.
- t) The Contractor shall carry out any and all such works, as may be required, for civil work to be completed in all respect as per the Contract Specification.

- u) If the GSECL Engineer-in-Charge is not satisfied with the progress of work at site, he shall direct the Contractor to depute more numbers of supervisory personnel/workers to meet the completion schedules as per the Contract. Upon receiving such direction, Contractor shall deploy additional personnel within 7 days without any extra cost.
- v) The GSECL may during the progress of work, order the removal of part or whole of the work executed, found not in accordance with the specifications/ instructions. No extra claims shall be entertained for re-executing or altering of such work.

#### **14. SAFETY MEASURES**

The contractor shall ensure the safety of workers, material and structure including existing structures during execution of the contract. Safety measures shall be followed during operations of equipments/machinery being used. No separate payment shall be made for the safety measures and the quoted rates shall include the cost for all safety measures.

#### **15. COMPLETENESS:**

Any technical services as set forth here in above and which might not have been specifically mentioned in this Contract relating to the work or in the specifications and which are not expressly excluded therefore but which are necessary for the performance in accordance with the specifications as an integral part of the painting and misc. Civil works shall be rendered by the Contractor without any extra cost.

#### **16. TOTAL RESPONSIBILITY**

The Contractor shall be solely responsible for the entire technical works / services irrespective of works / services have been made /rendered by him.

#### **17. PAYMENT TO THE LABOURES:**

- (a) Contractor has to pay the CPF as well as salary to his skilled/unskilled manpower by cheque A/c payee only, as per minimum wages & prevailing applicable rules on or before 7<sup>th</sup> day of next month.
- (b) Contractor has to produce challan of PF with list of employees.
- (c) Contractor shall have to make payment to his labours in presence of concerned authorized Officer of GSECL.

#### **18. CONTRACT AGGREMENT ON ACCEPTANCE:**

- The successful contractor will have to sign an agreement as per the Gujarat State Electricity Corporation Ltd.'s rules on stamped paper and the necessary stamp duty charges shall be borne by the contractor.
- On acceptance of the tender the name (s) of the accredited representative (s) of the tenderer who would be responsible for taking instructions from the Engineers of the GSECL shall be communicated to Chief Engineer (P&P), Corporate Office, Gujarat State Electricity Corporation Limited.

#### **19. Unsatisfactory progress of the work:**

If the work is found not progressing as per the requirement or found not satisfactory then GSECL will take such action to get the work done through the other agency at agency's risk and cost with 15% supervision charges and same will be recovered from agency with applicable taxes and duties including GST as applicable.

- 20.** The EMD will be returned promptly to the unsuccessful bidder except that of L1, L2 & L3 till the successful contractor pays the Security Deposit as mentioned in tender document or after the expiry of the validity of the offer, whichever is earlier.

The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for the tender work. If he fails to furnish the SD, his EMD shall be forfeited and the tenderer will not be allowed to participate in the tenders invited by this office for a period of ONE Year in respective Power Station.

**The EMD in form of Bank Guarantee shall be valid for Ten Months from the date of submission of the tender.**

**21. Effect and validity of Bid:** The submission of bid with these documents and specification shall constitute an agreement that bidder shall have no cause of action or claim against the GSECL for rejection of his bid. The GSECL shall always be at liberty to reject or accept, split any bid or bids at its sole discretion and any action will not be called into question and the bidder shall have no claim in that regards against the GSECL.

**22. Stop Deal / Banned for business dealing / Blacklisting :-**

- Has submitted fake, false or forged documents/certificates
- Has revised/ withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for,
- Has tempered with the stipulated tendering procedure.
- Has refused to accept Letter of Acceptance / Purchase order / Work Order after the same is issued by the company within the validity period and as per agreed terms and conditions,
- Has committed breach of contract or has failed to perform a contract or has abandoned the contract,
- Has failed to provide suitable expertise for the work as per pre-scheduled program.
- Has failed to submit all the necessary tests reports / documents within time scheduled / as per company's time limit, as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.
- Has indulged in construction and erection of defective works.
- Has supplied inferior quality / defective materials and refused to replace with stipulated time frame, as specified by the company,
- Has substituted materials in lieu of materials supplied by the company or has not returned or has short returned or has unauthorisely disposed of materials / documents / drawings / tools or plants or equipment supplied by the Company,
- Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,
- Has unauthorisely obtained official company information or copies of documents, in relation to the Tender / Contract.
- Has failed to follow the stipulated mode of communication, if specified by the tendering authority / Purchaser.
- Has parted with, leaked or provided confidential / proprietary information of the company given to the firm only for its use (in discharge of its obligations against an order) to any third party without prior consent of the Company,
- Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm
- In case the state Government directs the Company to place a firm in stop dealing / banned for business dealing / blacklisting.

**23.** The contractor's rates should be firm & no variation clause is to be quoted by the contractor & GSECL will not accept the same. During contractual period including extended time limit if any.

**24.** Forfeiture of SD & levy of all penalties as specified in tender terms & condition is subject to levy of GST as applicable and the same would be paid by and / or / recovered from the contractor.

**Sign and seal of Contractor**

**CHIEF ENGINEER (P&P)  
GSECL, C.O., Vadodara**

## **SECTION-C:**

### **❖ GENERAL CONDITIONS OF CONTRACT**

# **GENERAL CONDITIONS OF CONTRACT**

## **1. DEFINITIONS :**

- (a) The Contract means the documents forming the tender and acceptance thereof, together with the documents referred to therein or individual work order in the case of term contract, including these conditions, schedules and/or additional conditions attached to the form of tender or individual works, order, rate schedule, the specifications and the drawings and all these documents, as applicable, taken together shall be deemed to form the contract.
- (b) The "Tender Document" means the form of tender, the applicable schedules and/or additional conditions and the specifications and/or drawing as issued to the contractors for the purpose of preparing tender.
- (c) The expression "Works" or "Work" when used in the condition of contract shall, unless there be something in the subject or context repugnant to such construction means, the works or the work contracted to be executed under or in virtue of the contract whether original or altered.
- (d) The "Contractor" means the individual or firm or Corporation, whether incorporated or not, undertaking the works and shall include his or its legal personal representatives, successors and permitted assignees.
- (e) "Corporation" means The Gujarat State Electricity Corporation Ltd. and the "Accepting Officer" means the Officer who is authorized to sign and signs the contract on behalf of the "Corporation".
- (f) The letter "EE" means Executive Engineer who in the case of measurement and lump sum contract, direct the contract and the letters "SE" means Superintending Engineer and "GM" means General Manager who administers and in the case of the term contracts, directs the contract.
- (g) The "Engineer-in-charge" means all officers of the Corporation appointed by the General Manager to supervise the works or part of the works.
- (h) "Approved" and "Directed" means the approval or direction of the Chief Engineer (P&P), GSECL, C.O., Vadodara to Superintending Engineer or the person deputed by him for the particular purpose.
- (i) "BS." means "British Standards" as issued by the British Standards Institution. "A.S." means the "American Standards" as issued by the American Standards Institution, and "I.S." means the "Indian Standards" as issued by the Indian Standards Institution. Wherever the above-mentioned abbreviations are referred to, in the specifications and/or work orders, they mean the addition with all amendments current at the date of issue of tender document of work orders.
- (j) In the case of measurement and terms of contract "Specifications" mean those contained in Gujarat State Electricity Corporation Ltd. scheduled together with any amendments etc. embodied in the tender documents. "Drawing" refers to those incorporating the tender documents and/or any work orders referred therein.
- (k) The "Contract Sum" means the sum accepted or the sum calculated in accordance with the prices accepted in the tender and/or the contract rate as payable to the contractor for the full and entire executing and completion of works.
- (l) "The date for completion" is the date or dates of completion of the work or any part of the works set out or ascertained in accordance with the individual work orders and the tender documents or any subsequent agreed amendments thereto.

## **2. CONTRACTOR TO INFORM HIMSELF FULLY:**

- A. Notwithstanding anything contained to the contrary in the specifications or tenders in subsequent exchange of correspondence, the conditions of contract shall be binding on the Contractor and any change or variation expressed or implied, however made in the said conditions, shall not be valid or operative unless expressly sanctioned by the Corporation. The Contractor shall be deemed to have fully informed himself and to have special knowledge of the provisions of the conditions of the Contract herein contained.



- B. The contractor shall be deemed to have carefully examined the work and site conditions, the general conditions, the special conditions, specifications, schedules and drawing and shall be deemed to have visited the site of the works and to have fully informed himself regarding the local conditions.
- C. If there shall have any doubt as to the meaning of any portion of these general conditions or special conditions of the scope of work of the specifications or any other matter concerning the contract, he shall in good time before submitting his tender, send for the particulars thereof and submit them to the Engineer-in-charge in writing in order that such doubt may be removed.

### **3. CONTRACT DRAWING AND SPECIFICATIONS:**

- The contractor will be entitled to receive one set of agreement along with one certified copy of accepted tender.
- The drawings which form part of these specifications show the work to be done in as much detail as is possible at the present stage. They will be supplemented by such additional detailed drawings as may be necessary as the work progresses. The contractor shall perform the work on these features and in accordance with these additional or revised drawings as the case may be and at the applicable rates as per the contract.
- The contractor shall check all drawings carefully and shall bring to the notice to the Engineer-in-charge immediately of any errors or omissions discovered. The contractor shall not take advantages of errors or omissions of any kind in the drawings supplied.

### **4. INPUTS BY GSECL:**

1. Arrangement of electric power supply shall be made by the agency at his own cost.
2. If there are any surplus quarters available after meeting the requirement of GSECL's staff, then GSECL will consider allotment of quarters on rent as per GSECL's rule.
3. The contractor will have to make their own arrangement of water for construction work as well as for their labourers at his own cost. If possible, water for construction purpose only at one point as decided by EIC and recovery for water charges shall be affected at the 2 % of the item of which water is used or by quantity measured by meter reading of water meter installed by contractor, rate of water supply will be charged at prevailing purchase rates of GSECL, for water supplied by GSECL is used as certified by EIC. In case of agency is installing bore well and pumps at his cost, after completion of work agency will hand over the bore well in good condition with pumps to the GSECL.

### **5. DATA TO BE FURNISHED BY CONTRACTOR:**

- The contractor shall submit to the Executive Engineer for approval within one week of the date of contract, a layout plan of construction plant and equipment for the execution of work which the contractor proposes to adopt at site.
- Prior to commencement of work, the contractor shall submit to the Executive Engineer for approval, plans in triplicate showing the location of Major plant shop and storage buildings, storage yards, offices, contractor's power house including its services and housing facilities which he proposes to put up at site and also indicate the programme of the work.
- The successful bidder on receipt of letter of intent will submit within a week's time his planning/programme of works for scrutiny of GSECL in a PERT/Bar chart format, clearly indicating GSECL inputs also.
- Contractor will plan his works such that on all the fronts released by GSECL, simultaneous work should progress in such a way that entire job is completed in scheduled time limit.
- No change in the approved layout shall be carried out without specific written approval of the Executive Engineer.

### **6. ERRORS, OMISSIONS AND DISCREPANCIES:**

In all cases of errors, omissions, doubts or discrepancies in the dimensions, or discrepancies in the drawings and items of work in specification, reference shall be made

to the Executive Engineer whose elucidation and elaboration shall be considered as authoritative. The contractor shall be held responsible for any error that may occur in the work thorough lack of such reference and precautions.

**7. SECURITY DEPOSIT:**

The contractor shall, within 10 days of the issue of letter of intent, pay 5% of the contract value in the form of the unconditional bank guarantee from schedule bank in lieu of cash or Government securities towards Security Deposit will be accepted provided amount of security deposit payable exceeds Rs. 10,000/-. Security Deposit can also be paid as fixed deposit receipt as prescribed in Schedule "C".

After lapse of 10 days, if successful bidder not paying SD then, RPAD notice will be issued to the successful bidder mentioning that on failing to pay security deposit within next 07 days from the date of issue of RPAD Notice the EMD will be forfeited. However, Tender inviting authority at his discretion may decide and prolong the time period for paying of the Security Deposit as per the urgency of the work.

**In case successful bidder not at all responding within notice period or withdraws his offer then his EMD shall be forfeited and he will not be allowed to participate in the tenders invited from GSECL office for the period of One year.**

All damages, costs, charges, expenses and other sums which may be or may become due or payable by the contractor to the Corporation under the terms of the contract, may be deducted from the cash in the proceeds of sale of the securities/bank guarantee so deposited (which the officer or person to whom the same may be endorsed as aforesaid is hereby authorized to sell/to encase for that purpose) or from the interest of any such securities or from any sums due or which may become due to the contractor by the Corporation or from the whole or the balance unpaid as aforesaid of the encase securities so deposited being repaid or transferred and returned as the case may be, to the contractor on finalization of final bill OR after 06 (six) months of successful completion of the work, whichever later OR on furnishing of the Performance Bond amounting to 5% of contract value against the defect liability period as mentioned in this document elsewhere.

If entire security deposit is paid in approved form of Bank Guarantee should be remain valid during the contractual period and such bank Guarantee should not be reduced on the basis of the work actually done.

**8. USE OF LAND:**

The land required for office, godowns and for labour camp if not available with GSECL, then the contractor has to arrange the same at his cost. GSECL will give the land only if the spare land is available with the following conditions.

The contractor shall be permitted to use for the bonafide purpose of execution of this contract free of cost. The contractor shall be permitted to use for the bonafide purpose of execution of this contract free of cost.

1. Site required for the construction of the work.

2. Required approach road. The contractor shall make their own arrangements for the necessary approach, road, for transport of their materials and be responsible for the compensation on account of damage to crop etc. and shall till completion of work.

3. He will be charged the rent at the annual rate of rupees one hundred per every acre or part thereof, for the construction of temporary hutments and his store yard. However area required for such purpose may be clearly indicated in this offer.

- All areas of operation, including those for his staff and labour colonies handed over to the contractor shall be cleared and handed over back in good condition to the Engineer except areas under works as per this contract or those for which specific approval has been obtained from the Engineer. The contractor shall make good to the satisfaction of the Engineer any damage or alternation made to areas which he has to hand over back or to other property land handed over to him for purpose of this work.

- Temporary structures may be erected by the contractor for storage sheds, offices, residence etc. for noncommercial use on the land, handed over to him at his own expense and with the permission of the Engineer. These structures shall comply with the regulation that may be in force and/or specified by the Engineer with regard, thereto. In any circumstances for constructing temporary structures for contractor's use, GSECL's free supply materials shall not be used. If it is found that GSECL's free supply materials are used for other than approved project drawings work, same will be recovered at penalized rate.
- The contractor shall preserve all existing vegetation such as trees on or adjacent to the sites which do not interfere with the construction as determined by the Engineer.
- The contractors shall take all possible precautions in felling trees authorized for removal to avoid any unnecessary damage to vegetation and trees not to be felled and to structures under construction, or to workmen, and shall be responsible for any damage if it occurs in such operations
- All produce from cutting of trees; grass etc. shall be the property of GSECL and shall be stocked at the place specified by the Engineer. No claim shall be made for such cutting and stacking of trees or grass etc. by the contractor
- The contractors shall not unnecessarily or for use as fuel, cut any trees brush wood, grass or other vegetation nor shall set fire there to without the written permission of the Engineer. When such permission is given, the contractor shall take necessary measures to prevent damage or to prevent fire spreading to surrounding property, and shall be responsible for any such damage, if cause.
- The land shall as herein before mentioned be handed back to Engineer in Charge immediately after the completion of the work under this contract. Also no land shall be held by the contractor longer than the Engineer shall deem necessary and the contractor shall, on due notice by the Engineer, vacate and return the land which the Engineer may certify as no longer required by the contractor for purpose of the work.

#### **9. START OF WORK:**

The contractor shall not enter upon or commence any portion of work except with the written authority or instructions of the Executive Engineer or his subordinate in charge of the work, failing such the contractor shall have no claim to ask for measurement or payment for work and shall be responsible for any claims or damages that may arise due to such unauthorized commencement or entry.

#### **10. COMPENSATION FOR THE DELAY:**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall throughout the stipulated period of contract be proceeded with all due diligence (time being deemed to be the essence of contract) and for delay, the contractor shall pay compensation, an amount equal to ½ (half) percent per one week for the contract amount or part thereof, including taxes & duties ( i.e. End cost of contract amount including taxes & duties) and maximum up to 10 % of the order value, including taxes & duties ( i.e. End cost of contract amount including taxes & duties) or such smaller amount as per the decision of the Competent Authority of the GSECL The penalty will be invariably deducted from the bills of the contractor and no refund will be given unless the competent authority approves the reduction. The reasons for delay, attributable to GSECL as well as to party will be brought out clearly while putting the proposal for waiver/reduction in penalty.

#### **11. ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:**

In any case in which under any clause or clauses of this contract the contractor shall have tendered himself to pay compensation amounting to the whole of his security deposit (whether paid one sum) or in the case of abandonment for the work owing to serious illness or death of the contractor or any other cause, the Executive Engineer on behalf of the Corporation, shall have powers to adopt (a) below and any of the following courses under (b) and (c) as he may deem best suited to the interest of the Corporation.

- (a) To rescind the contract (for which rescission notice of 10 days) in writing to the contractor under the hand of the Executive Engineer shall be conclusive evidence and in that case the security deposit of the contractor shall stand forfeited and absolutely at the disposal of the Corporation. To employ labour paid by the Corporation, to supply materials, to carry out the works or any part of the work debiting the contractor with the cost of the labour and the price of the materials (as to the correctness of which cost and price, the certificate of the Executive Engineer shall be final and conclusive against the contractor) and crediting him with value of the work done in all respects in the same manner and at the same rates as if it had been carried out by the Contractor under the terms of this contract and in that case the certificate of the Executive Engineer as to the value of the work shall be final and conclusive against the contractor.
- (b) To order that the work of the contractor be measured up and to take such part thereof, as shall be unexecuted, out of his hands and to give it to another contractor to complete, in which case, any expenses, which may be incurred in excess of the sum, which would have been paid to the original contractor, if the whole work would have been executed by him (as to the amount of which excess expenses, the certificate in writing of the Engineer-in-charge shall be final, conclusive and shall be borne and shall be paid by the original contractors and shall be deducted from any money due to him by the Corporation under the contract or otherwise from his security deposit of his proceeds sale thereof or a sufficient part thereof.
- (c) In the event of the above courses being adopted by the Executive Engineer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under the provision aforesaid, the contractor shall not be entitled to recovery or be paid any sum for any works thereof actually performed by him under this contract unless and until the Executive Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof and he only be entitled to be paid the amount so certified.

**12. NOTICE UNDER UNSATISFACTORY PROGRESS:**

If the progress of a particular portion of the work is unsatisfactory, and also if as per the opinion/observation of the Executive Engineer (whose decision shall be final) in charge that the general progress of work is not satisfactory, then Executive Engineer in charge shall be entitled to take action under clause 11 (c) after giving the contractor ten days' notice in writing and the contractor will have no claim for compensation for any loss sustained by him owing to such action.

**13. ACTION IN THE CASE OF DEFAULT BY THE CONTRACTOR :**

In any case in which any of the powers conferred upon the Executive Engineer by Clauses 11 and 12 hereof shall have been exercised and the same shall not have been exercised, the non-exercised thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in any further case of default by the contractor of which, by any clauses hereof, he is declared liable to pay compensation amounting to the whole of his security deposit and liability of the contractor for past and future compensation shall remain unaffected in the event of the Executive Engineer taking action under sub-clause (a) or (c) of Clause 11, he may if he so desires, take possession of all or any tools, plants, materials, and stores in so upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work of any part thereof paying for allowing for the same in account at the contract rates, or in the case of a contract rates not being applicable of current market rates to be certified by the Executive Engineer whose certificate thereof shall be final. In the alternative, the Executive Engineer may by notice in writing to contractor or his clerk of works, foreman or other authorized agent, require him to remove such tools, plant, materials or stores from the premises within a time to be specified in such requisition, the decision to the contractor failing to comply with any such requisition, the decision of the Executive Engineer as to the expense of any such removal and the amount of the proceed and expense of any such sale, be final and conclusive against the contractor.

#### **14. EXTENSION OF TIME LIMIT**

If the contractor shall desire an extension of the time limit for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Executive Engineer and the Executive Engineer may, if in his opinion there are reasonable grounds for granting extension, recommend such extension as he may think necessary or proper. The decision of the competent authority in this regard shall be final, and binding to the contractor. Any delay attributed to Corporation, shall be thus compensated only by way of extending the limit.

#### **15. COMPLETION CERTIFICATE**

On completion of the work, the Contractor shall be furnished with Completion Certificate by the Executive Engineer. No such certificate shall be given nor shall be the work considered to be completed until works are taken over and/or duly tested and put to operation as the case may be, nor until the work shall have been measured by the Engineer-in-Charge or where the measurement have been taken by his subordinates until they have received the approval of the Executive Engineer the said measurement being binding and conclusive against the contractor.

#### **16. EFFECT OF THE CERTIFICATE :**

No payment shall be made for any work estimated to cost less than Rs.1,000 till after the whole of said work shall have been completed and a certificate of completion given. But in the case of works estimated to cost more than Rs.1,000, contractor shall on submitting a monthly bill thereof, be entitled to receive payments. Proportionate to the part of the work then approved and passed by the Engineer-in-Charge, whose certificate of such approval and a passing of the sum so payable shall be final and conclusive against the contract. All such intermediate payment shall be regarded as payment by way of advance against the final payment only and not as payments for work actually done or completed and shall not preclude the Engineer-in-charge from requiring bad, unsound, imperfect or unskillful work to be removed and taken away and reconstructed or re-erected nor shall any such payment be considered as admission of the due performance of the contract or any part thereof in any respect of the occurring of the claim nor shall conclude, determine or effect in any way the powers of the Engineer-in-Charge as to the final settlement and adjustment of the accounts otherwise or in any other way, vary or affect the contract. The final bill shall be submitted by the contractor within one month of the date fixed for completion of work; otherwise the certificate of the Engineer-in-charge of the measurement and of total amount payable for the work shall be final and binding on all parties.

#### **17. PAYMENT TO CONTRACTORS :**

The rates for several items of works estimated to cost more than Rs.1, 000 agreed to within shall be valid only when the item concerned is accepted, having been completed full, in accordance with the sanctioned specification. In case, where the items of the work, are not accepted, as so completed, the Engineer-in-charge, may make payment on account of such items at such reduced rates, as he may consider reasonable in the preparation of final or running accounts bills and it will be binding to the contractor.

#### **18. BILLS :**

The Bill Shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge, for all works, executed in the previous month and the Engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose or having the same verified and the claim so far as it is admissible, shall be adjusted, if possible, within Fifteen days from the presentation of the bills. If the contractor does not submit the bill, within the time fixed, as aforesaid, the Engineer-in-charge may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent, whose counter signature in the measurement shall be sufficient warrant and the Engineer-in-charge may prepare a bill from such list which shall be binding on the contractor in all respects. In case if contractor/ representative does not remain present on specified date for taking measurement than EIC may take the measurement one sided and the same shall be binding to the contractor irrespective whether he has signed or not.

#### **19. SUPPLY OF MATERIALS TO CONTRACTOR [APPLICABLE ONLY WHERE MATERIAL IS TO BE SUPPLIED BY CORPORATION AS MENTIONED IN SCHEDULE A ]**

If the specification of the estimated work provides for use of any special description of material to be supplied from the Corporation's stores or if it is required that the contractor

shall use certain stores to be provided by the Engineer-in-charge, (such material and stores and the prices to be charged thereof as hereinafter mentioned being so far as practicable for the convenience of contractor but not so as in any way to control, the meaning or effect of this contract specified in the schedule or memorandum hereto annexed). The contractors shall be supplied with such materials and stores as may be required from time to time be used by him for the purpose of the contract only and the value of the full quantity of materials and stores so supplied shall be set off or deducted from any sum due or thereafter to become due to the contractor, under the contract or otherwise or from the security deposit or the proceeds of sale thereof if the deposit is held in government securities the same or a sufficient portion thereof, shall be sold for the purpose. All materials supplied to the contractor shall remain the absolute property of the Corporation and shall on account be removed from the site of work and shall at all times be open to inspection by the Engineer-in-charge. Any such materials unused and in perfectly good condition at time of completion or determination of the contract shall be returned to the Corporation's store if the Engineer-in-charge so requires by notice in writing given under his hand but the contractor shall not be entitled to return any such materials except with such consent and he shall have no claim for compensation on account of any such materials supplied to him as aforesaid but remaining unused by him or for any wastage in or damaged thereto. The contractor shall be responsible for the loss, destruction or deterioration of the materials, stores or articles supplied to him by the Corporation even if such loss, destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the materials, stores or articles so supplied were his property.

**20. WORKS TO BE EXECUTED IN ACCORDANCE WITH SPECIFICATIONS, DRAWING, ORDERS ETC.**

The contractor shall execute the whole and every part of work in the most substantial and workman like manner and both as regarding materials and in every other respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours and the contractor shall, if he so requires, be entitled at his own expense to make or cause to be made copies of the specification and of all such designs, drawings and instructions as aforesaid.

**21. ALTERATIONS IN SPECIFICATIONS AND DESIGNS NOT TO INVALIDATE CONTRACTS**

The Executive Engineer shall have powers to make any alterations, or additions to the original specification, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing, signed by the Engineer-in-charge and such alterations shall not invalidate the contract. Any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on same conditions in all respect on which he agreed to do the main works and at the same rates as are specified in the tender for the main work.

Where, however, the work is to be executed according to the designs, drawings and the specifications recommended by the contractor and accepted by the competent authority, the alteration above referred to shall be within the scope of such designs, drawings and specifications appended to the tender.

**22. RATES FOR WORKS NOT ENTERED IN ESTIMATE OR SCHEDULE OF RATE OF THE CORPORATION**

If the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the Schedule of Rates of the Corporation or at the rate mutually agreed upon between the Executive Engineer and the Contractor, whichever are lower. If the additional or altered work for which no rate is entered in the Schedule of Rates of the Division is ordered to be carried out before the rates agreed upon then the contractor within seven days of date of receipt by him of the order to carry out the work should inform the Executive Engineer for

the rate which it is his intention to charge for such class of work and if the Executive Engineer does not agree to this rate, he shall be noticed in writing, be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider advisable provided always that if the rates shall have been determined as lastly herein before mentioned then in such case he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Executive Engineer in the event of disputes, the decision of the General Manager of the Corporation will be final.

**23. EXTENSION OF TIME LIMIT IN CONSEQUENCE OF ADDITION OR ALTERATION**

The time limit for the work shall be extended in the proportion that the increase in its cost occasioned by alterations or additions bears to the cost of the original contract work and the certificate of the Engineer-in-charge as to such proportions shall be conclusive.

**24. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK TO BE CARRIED OUT**

If at any time, after the execution of the contract documents, the Engineer-in-charge shall, for any reason whatsoever, requires the whole or any part of the work, as specified in the tender, to be stopped for any period or shall not require the whole or part of the work to be carried out at all or to be carried out by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be in any such case, except as provided here under. The contractor shall have no claim to any payment or compensation whatsoever on account of any loss in profit or advantage which he might have derived from the execution, of the work in full but which he did not so derive in consequence of the full amount of work not having been carried out or on account of any loss that he may be put to on account of materials purchased or agree to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specification, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor before receipt by him of said notice, the Executive Engineer provided they are not in excess or requirement and are of approved quality and/or shall be compensated for the loss, if any, that he may put to in respect of materials agreed to be purchased by him. The amount of such compensation to be determined by the Executive Engineer, whose decision shall be final. If the contractor suffers any loss on account of his having to pay, his labour charges during the period, during which the stoppage of work has been ordered under this clause the contractor shall on application be entitled to such compensation on account of labour charges as the Executive Engineer whose decision shall be final, may consider reasonable provided that the contractor shall not be entitled to any compensation on account of labour charges if, in the opinion of the Executive Engineer, the labour could have been employed by the contractor elsewhere for the whole or part of the period during which the stoppage of the work has been ordered as aforesaid.

**25. NO CLAIM FOR COMPENSATION ON ACCOUNT OF LOSS DUE TO DELAY IN SUPPLY OF MATERIALS BY CORPORATION**

The contractor shall not be entitled to claim any compensation from Corporation for the loss suffered by him on account of delay by Corporation in the supply of materials entered in Schedule A where such delay is caused by:

- Difficulties relating to supply of railway wagons.
- Force Majeure
- Act of God

Any other reasonable cause beyond the control of Corporation, including shortage of materials to be supplied by the Corporation and difficulties in time by reaching at the site of any materials equipment.

In the case of such delay in the supply of materials, Corporation shall grant such extension of time for the completion of the works as shall appear to the Executive Engineer to be reasonable in accordance with the circumstances of the case. The decision of the Executive Engineer as to the extension of time shall be accepted as final by the contractor.

**26. TIME LIMIT FOR COMPENSATION CLAIMS**

Under no circumstances, whatsoever, shall the contractor be entitled to any compensation from Corporation on any account unless the contractor has claimed in writing to the Executive Engineer within one month of the cause thereof.

**27. ACTION AND COMPENSATION PAYABLE IN CASE OF BAD WORK**

If at any time, before the security deposit is refunded to the contractor, it shall appear to the Executive Engineer or his subordinate in charge of the work that any work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality or that any materials or articles provided by him for the execution of the work are unsound or of inferior quality to that contract for or are otherwise not in accordance with the contract, it shall be lawful for Engineer-in-charge to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials, or articles complained of, may have been inadvertently passed, certified and paid for, the contractor shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or any part, as the case may require or if so required shall remove the materials or articles so specified and provided other suitable materials or articles at his own charge and cost, and in the event of his failing to do so within a period to be specified by the Engineer-in-charge in the written intimation aforesaid the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days during which the failure so continues and in the event of any such failure as aforesaid, the Engineer-in-charge may rectify or remove or re-execute the work or remove and replace the materials or articles complained of, as the case may be, at the risk and expense in all respects of contractor should the Engineer-in-charge consider that any such inferior work or materials as described above may be accepted, or made use of, it shall be within his discretion to accept the same as such reduced rates as he may fix thereof.

Provided that in the case of any work of which visible check is not possible if the Engineer-in-charge or his subordinate in charge of the work feels that such work has been executed with unsound, imperfect or unskillful workmanship or with materials of inferior quality, he shall take sample tests at random, cost of which shall have to be borne by the contractor and if after taking such test part of such work is found to be defective in any respect or to have been executed with materials of inferior quality then the contractor shall pay for the whole work such amount as may be fixed by the office of the Engineer-in-charge on the basis of the lowest quality of work found by him in such sample tests.

**28. WORK TO BE OPENED TO INSPECTION, CONTRACTOR OR RESPONSIBLE AGENT TO BE PRESENT.**

All works under execution or in pursuance of the contract shall at all times be open to the inspection and supervision of the Executive Engineer and his subordinate and contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of the intention of the Executive Engineer or his subordinate to visit the works shall have been given to the contractor, during which period either he should be present to receive order and instruction, or have a responsible agent duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

**29. NOTICE TO BE GIVEN BEFORE WORK IS COVERED UP**

The contractor shall give not less than five days' notice in writing to the Executive Engineer or his subordinate in charge of the work, before covering up or otherwise placing beyond the reach of measurement of any work, in order that the same may be measured and correct dimensions thereof, taken before the same is so covered up or placed beyond the reach of measurement and shall not be covered up or placed beyond the reach of measurement and work without the consent in writing of Executive Engineer or his Subordinate in charge of work. If any work shall be covered up or placed beyond the reach without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof no payment or allowance shall be made for such work or for the materials with which the same was executed.

**30. CONTRACTOR'S LIABILITIES**

The contractor shall supply, at his own cost, all materials (except such special materials, if any as may be supplied from the Corporation stored in accordance with the contract).



Plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and any temporary works which may be required for the proper execution of the work, in the original, altered or substituted form and whether included in the specification and other document forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying and complying with the requirements of the Engineer-in-charge as to any matter on which under these conditions, he is entitled to be satisfied or which he is entitled to require together with carriage thereof to and from the work. The contractor shall also supply without any charge the requisite number of persons of setting out works and counting, weighting and assisting in the measurement of examination at the time and from time to time of the work or materials, failing this the same may be provided by the Engineer-in-charge at the expenses of the contractor and the expenses may be deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof, the contractor shall provide all necessary fencing and light required to protect the public from accident and shall also be bound to bear expenses of defense of every suit, action or other legal proceedings of law that may be brought by any person for injury sustained. Owing to neglecting of the above precautions and to pay any damage and cost which may be awarded in such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in comprising any claim by any such person.

### **31. CONTRACTOR LIABLE FOR ALL DAMAGE**

Compensation for all damage done intentionally or unintentionally by contractor's laborer, whether in or beyond the limit of Corporation's property, shall be estimated by the Executive Engineer or such other office as he may appoint and the estimates of the Executive Engineer, subject to the decision of the Superintending Engineer, on appeal, shall be final and the contractor shall be bound to pay the amount of the assessed compensation demand, failing which, the same will be recovered from the contractor as damages or deducted by the Engineer-in-charge from any sums that may be due to or become due from Corporation to the contractor under this contract or otherwise.

The contractor shall bear the expenses of defending any action or other legal proceeding that may be brought by any person for injury sustained by him owing to negligence of precautions for prevent the spread of fire and he shall also pay any damage and cost that may be awarded by the court, if in consequence.

### **32. RESCISSION OF CONTRACT AND FORFEITURE OF DEPOSIT**

The contractor shall not assign or sublet, without the written approval of the Engineer-in-charge and if the contractor assign, or sublet his contract, or attempt to do so or become insolvent or commence any proceedings to be adjudicated as insolvent or make any composition with creditors, attempt to do so, the Engineer-in-charge may, by notice in writing rescind the contract. Also, if any bribe, gratuity, gift, loan, perquisite, reward or advantage pecuniary or otherwise shall either directly or indirectly be given, promised or offered by the contractor or any of his servants, or agents, or any person to the employee of the Corporation in any way relating to his office or indirectly interested in the contract, the Executive Engineer may, by ten days' notice in writing, rescind the contract. In the event of a contract being rescinded the security deposit of the contractor shall there upon stand forfeited and be absolutely at the disposal of the Corporation and the same consequences shall ensure as if the contract has been rescinded under Clause 11 thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

### **33. COMPENSATION**

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Corporation without reference to the actual loss or damage sustained and whether any damage has not been sustained.

### **34. CHANGE IN THE CONSTITUTION OF FIRM TO BE NOTIFIED**

In case of tender by partners of a Firm, any change in constitution of firm shall be forthwith notified by the contractor to the Executive Engineer for his information.

### **35. WORKS UNDER DIRECTION OF SUPERINTENDING ENGINEER**

All works to be executed under the contract shall be executed under the direction and subject to the approval of Superintending Engineer /Engineer-in-charge for the time being who shall be entitled to direct at what point or points and in what manner they are to be commenced and from time to time to be carried on.

### **36. DECISION OF SUPERINTENDING ENGINEER TO BE FINAL**

Except where otherwise specified in contract and subject to the power delegated to him by Corporation under the Corporation's rules, then in force, the decision of the Superintending Engineer/EIC for the time being shall be final, conclusive and binding on all the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or material used on or as to any other question, claim, right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning, the works or the execution or failure to execute the same, whether arising during the progress of the work or after the completion or abandonment thereof.

### **37. ARBITRATION**

"ALL QUESTIONS, DISPUTES OR DIFFERENCES, WHATSOEVER WHICH MAY AT ANY TIME ARISE BETWEEN THE PARTIES TO THIS CONTRACT IN CONNECTION WITH THE CONTRACT OR ANY MATTER ARISING OUT OF OR IN RELATION THERETO, SHALL BE REFERRED TO THE – "GUJARAT PUBLIC WORKS CONTRACT DISPUTES ARBITRATION TRIBUNAL" AS PER THE PROVISIONS OF THE GUJARAT PUBLIC WORKS CONTRACT DISPUTES ARBITRATION TRIBUNAL ACT 1992."

The reference to Arbitration proceedings under this Clause shall not:

- a) Affect the right of the Engineer-in-charge to take possession of all or any tools, plants, materials and stores, in or upon the work or site thereof or belonging to the Contractor or procured by him and intended to be used for the execution of the work or any part thereof.
- b) Preclude the Engineer-in-charge from utilizing the materials purchased by contractor in any work or from removing such materials to other place, during the period the work is stopped or suspended in pursuance of Notice given to the contractor under General Conditions.
- c) Entitle the contractor to stop the progress of the work or carrying out the additional or altered work in accordance with the provision of General Conditions for the work where there is no specification.
- d) Preclude the Corporation from getting work done by other agency.

Neither party is entitled to bring a claim to Arbitration latest by thirty days after the expiration of the defects liability period.

The provisions of the Arbitration and conciliation Act – 1996, Gujarat Public Works Contract Disputes Arbitration Tribunal Act, 1992, and Rules made there under shall apply to the Arbitration Proceedings under this Clause.

### **38. STORES TO BE OBTAINED FROM CORPORATION [APPLICABLE ONLY WHERE MATERIAL IS TO BE SUPPLIED BY CORPORATION AS MENTIONED IN SCHEDULE A]**

The contractor shall obtain from the Corporation stores, such articles as are mentioned in schedule "A" which may be required for the work or any part of the work or in making up any articles required therefore or in connection therewith, unless he has obtained permission in writing from the Executive Engineer or obtained such stores and articles from elsewhere. The value of such stores and articles as may be supplied to the contractor by the Engineer-in-charge will be debited to the contractor in his account at the rate shown in the schedule "A" attached to the contract and if they are not entered in said Schedule, they shall be debited to him at cost price which for the purpose of this contract

shall include cost of carriage and all other expenses whatsoever which may have to be incurred in obtaining delivery of the same at the stores aforesaid and further overhead charges 15%.

The Contractor shall be responsible for the loss, destruction or deterioration of the materials, stores or articles supplied to him by the Corporation, even if such loss, destruction or deterioration has occurred under any circumstances whatsoever beyond his control as if the materials, stores or articles so supplied were his property. The contractor shall be responsible for returning the residual materials after completion of the contract and if it fails to return, the balance materials supplied to him by the Corporation, the cost of the residual materials will be recovered from the contractor at the market rate or stock issue rate whichever be higher at the time of materials account plus 15%.

#### **39. LUMP SUMS IN ESTIMATE**

When the estimate on which tender is made, includes lump sums in respect of parts of the works the contractor shall be entitled to payment in respect of the items of works involved or the part of the work in question at the same rates as are payable under this contract or such items or if the part of work in question is not in the opinion of the Engineer-in-charge capable of measurement the Engineer-in-charge may at his discretion pay the lump sum amount entered in the estimate and the certificate in writing of the Engineer shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provision of this clause.

#### **40. LUMP SUM TENDERS**

Whenever lump sum tenders have been invited for buildings or other structures of the same type, design, the contractor shall submit his bill stated in Clause No. 18 and the Engineer-in-charge not below the rank of work, Executive Engineer shall certify by general measurement or by other method considered suitable to him, the value of work done and the contractor shall be paid monthly a sum equal to 90% of the total value the work so certified, since the last payment, after deducting a part or whole of the secured advance if not already paid for the materials utilized on the works. An additional secured advance for any fresh materials utilized on the works. An additional secured advance for any fresh materials brought on site will also be paid if certified by the officer not below the rank of Executive Engineer. After the work is completed final bill would be paid on the certification of officer not below the rank of Executive Engineer, that the work, is done according to drawing and specifications attached to the tender. If any additions and alterations have been carried out, detailed measurement in respect thereof shall be recorded and extra payment or deductions are regulated as per item rates quoted by the contractor while submitting the tender and if there are any items in the additions and alterations for which the contractor has not quoted a rate, the payment shall be as per Clause 39 above.

#### **41. ACTION WHERE NO SPECIFICATION**

In the case of any class of work for which there is no such specification as is mentioned, such work shall be carried out in accordance with the PWD and in the event of there being no PWD specification, the work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in-charge of the Corporation etc.

#### **42. NO CLAIM FOR VARIATION IN QUANTITIES OR WORK**

Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work actually executed, being either more or less up to any extent than those entered in the tender or less than those entered in the tender or estimate.

#### **43. NO CLAIM FOR COMPENSATION FOR DELAY IN STARTING WORK**

No compensation shall be allowed for any delay caused into starting of work on account of acquisition of land and in the case of clearance for works or any delay in according sanction to estimates.

#### **44. NO CLAIM FOR COMPENSATION FOR DELAY IN EXECUTION OF WORK**

No compensation shall be allowed for any delays in execution of the work on account of water standing in borrow pits or compartment. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil water or water standing in borrow pits and no claim for

any extra rate shall be entertained unless otherwise expressly specified and mentioned in the tender.

#### **45. EMPLOYMENT OF TECHNICAL PERSONS:**

The contractor shall keep one full time qualified Civil Engineer / Hydrologist at the site, who shall be fully authorized to receive and comply with such instructions, as given by the Executive Engineer. The contractor shall intimate the name of such Engineer with his qualifications and experience. The Executive Engineer shall have the right to demand the removal of any technical personnel, skilled or unskilled workmen, who in his opinion are considered to cause bad workmanship in the execution of works or to cause indiscipline

#### **46. INDUSTRIAL LABOUR LAWS**

##### **1.0 Wages to be paid and time of payment etc. by the contractor**

- The contractor shall comply with the labour laws as may be current and shall furnish the returns and information as may be specified from time to time.
- At plant gate and at Colony gate, biometric punching system is adopted by GSECL. Agency has to ensure that their laborers shall punch while entry and exit from the premise.
- Agency has to ensure that labour Payment shall be deposited to the bank account of concern labour directly and evidence thereof shall be submitted to Labour welfare officer for verification along with each bills.
- The contractor shall as far as possible obtain his requirements of labour, skilled, and unskilled from the local area. No person below the age of 18 years shall be employed as laborers.
- The contractor shall pay fair and reasonable wages (whether or not such wages are controlled by any laws existing at the time), to the workmen employed by him for the work. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall in the absence of legal or other relief to the workmen shall be referred to the Engineer-in-charge who shall decide the same. The decision of the Engineer-in-charge shall be conclusive and binding on the contractor but such decision or any other decision in this behalf that the contractor's workmen may obtain by recourse to law or other level means available to them, shall not in any way, effect the condition in the contract regarding payments to be made by Corporation to the contractor only at the rates accepted in this contract.
- The contractor shall not employ animal suffering from sores, lameness, or emaciation or which are immature nor shall he treat them in a way that may be considered inhuman.
- The Engineer-in-charge shall have the authority to remove from the work any animal, he may consider unfit or undesirable and no responsibility shall be accepted by the Corporation for any delay or extra expense caused towards the completion of the work by such removal.
- If Government declares a state of scarcity or famine to exist in any village situated within 10 miles of the work the piece worker/contractor shall employ upon such parts of the work as are suitable for unskilled labour any person certified to him by the Executive Engineer-in-charge or by any person to whom the Executive Engineer-in-charge may have delegated his duty in writing to be in need of relief and shall be bound to pay to such person wage not below the minimum which Government may have fixed in this behalf. Any disputes which may arise in connection with the implementation of this clause shall be decided by the Superintending Engineer-in-charge whose decision shall be final and binding on the piece worker/contractor.
- The contractor shall provide reasonable facilities to the satisfaction of the Engineer-in-charge, for the labour employed by him where no such natural facilities exist. The usual facilities are weather proof shelter for rest and meal, supply of wholesome drinking water, facilities for obtaining food, reasonable washing and sanitary facilities, special facilities, for women workers, suitable residential accommodation, recreational and cultural activities, general sanitation and health measures etc.
- The implementation of any and all provisions of this clause shall in no way entitle the contractor to claim compensation or rates higher than tendered in this contract.

- **The contractor shall pay the wages as per Minimum Wages Act. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7th day of the last day of the month in respect of which the wages are payable (i.e. Wages of a Month have to be paid by him in the first week of the next month). The payment shall be disbursed in the presence of Management Representative during the working hours in factory premises and the contractor shall get the entries certified in the register of wages by the Representative of the Corporation. Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs.100/- fine per each day. The contractor is liable to compensate the expenses incurred by the Corporation for non-compliance of laws from his end**
- The Contractor shall give his telephone number and address to the Corporation so that in case of labour troubles etc. the contractor can be contacted. The contractor shall arrange to have his office outside the factory premises and the contractor has keep himself present throughout the working hours. The Contractor shall intimate immediately to Engineer in charge of Corporation in case of any labour troubles etc.

## **2.0 Labour Laws**

1. Persons below the age of 18 years shall not be employed for the work
2. No female worker shall be employed in the night shift between 7 p.m. to 6 a.m.
3. Contractor shall maintain a valid labour license from Office of Labour Commissioner under Contract Labour (Regulation and Abolition) Act for employing necessary manpower to be required by him. The Contractor shall submit the required returns to concern authorities and submit one copy to Corporation. In the absence of such license the contract shall be liable to be terminated without assigning any reasons thereof.
4. The contractor shall at his own expense comply with all labour laws and keep the Corporation indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the contractor shall comply are as under:
  1. Payment of Contribution by way of Employer's Contribution towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative charges etc., at the rates made applicable from time to time by Government of Gujarat/Government of India or other Statutory Authority. The contractor shall submit along with his bill (month vice) a statement regarding deductions against Employees Provident Fund and Family Pension Scheme in respect of each concerned employee. Provident Fund and Family Pension Scheme at the rate of 12% (or at the rate made applicable by the Government from time to time) of the wages. The contractor's contribution and his workers contribution towards Provident Fund and Family Pension Scheme shall be deposited by the contractor with Regional Provident Fund Commissioner, Ahmedabad.
  2. Payment of deposit in respect of each contract labour with the office of Commissioner of Labour as per the Contract Labour (Regulation and Abolition) Act.
  3. License Fee as prescribed under the Contract Labour (Regulation and Abolition) Act and rules framed there under depending upon the number of workmen employed by the contractor.
  4. Paid leave facility and wages as per the provision of the Factories Act at the rate of one day for every 20 days of working.
  5. Identity cards as prescribed under the Factories Act with photo affixed thereto, the same for identification.
  6. Payment of retrenchment compensation, Notice pay and other liabilities as per Industrial Disputes Act. Any payment to the contractor's employees arising out of any claim or disputes under the Industrial Disputes Act 1947 or any other labour laws.
  7. Payment of compensation in case of accidental injury.
  8. Provision of crèches if the female laborers employed are more than 30 numbers.
  9. Maternity Leave as per the provision of the Maternity Benefit Act.

### 3.0 LIABILITY FOR ACCIDENTS TO PERSONS:

The contractor or sub-contractor shall indemnify the Corporation against any claims which may be made under the workman's compensation Act, 1923, or any statutory modification or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury caused, by fault of contractor or sub-contractor and sustained by any workman or other person in the employment of the contractor or sub-contractor. In every case in which by virtue of the provisions of sub-section (1) of section 12 of the workman's Compensation Act, 1923, the Corporation is obliged to pay compensation to a workman employed by the contractor or sub-contractor in execution of the work, the Corporation will recover from the contractor the amount of compensation so paid, and without prejudice to the rights if the Corporation under sub-section (2) of section 12 of the said Act any such amount shall be paid by contractor within 30 days, failing which the Corporation shall be at liberty to recover such amount of any part thereof by deducting it from any sum due by the Corporation to the contractor under this contract or otherwise. The board shall not be bound to contract any claim made against either of them under section 12, sub-section (1) of its said Act, except on written request from the contractor and upon his giving to the Corporation full security for all costs for which the Corporation might become liable in consequence for entertaining such claim.

- **The contractor and/or sub-contractor named in the contract shall indemnify the Corporation against all claims based upon injury or death to any person in the employ of the contractor or sub-contractor, or to third parties under paragraph (a) 2 or condition No. 47 to the extent of any sums recovered under the insurance policy.**
- **On the occurrence of an accident which results in the death of workman employed by the contractor or sub-contractor, which is so serious as to be likely to result in the death of any such workman, the contractor shall within 24 hours of happening of such accidents intimate in writing to the Engineer-in-charge the fact or such accidents. The contractor or sub-contractor shall indemnify Corporation against all loss or damage sustained, by the Corporation resulting directly or indirectly from his failure to give intimation in the manner aforesaid including penalties or fine if any, payable by board as a consequence of Corporation's failures, to give notice under workman's compensation Act or otherwise to confirm to the provisions of the said Act in regard to such accident.**
- **The contractor will be responsible for complying with all rules and regulations and labour law applicable to him and the board will not be responsible for any lapses committed by them. If there is any claim from any Govt. Authority pertaining to the contractor the same amount will be deducted from the contractor's bill.**
- **The above are some of the major liabilities of the contractor in addition to other liabilities prescribed under the various labour laws in force from time to time from Statutory Authorities like State Government/ Government of India which the contractor shall have to comply with.**

### 4.0 INSURANCE :

"The contractor shall procure, or arrange for the sub-contractor to procure insurance coverage in amount approved by the Corporation and sufficient to protect against the following risks arising out of the work. The contractor shall cover all his employees under Workmen's Compensation Act if ESI Act is not applicable. The Contractor has to fulfill his liabilities i.e. contribution, filing of returns etc. if ESI Act is applicable

Accidents and professional and non-professional sickness of all laborers and personnel engaged in the work as required by law pursuant to workmen compensation Act, 1923.

Injury or death to third parties including without limitation injury or death caused by any of the construction aids or other vehicles or rented equipment used by the contractor or subcontractor, whether at the site or elsewhere".

- (a) All insurance referred to under a) of this condition shall be in effect from the date of commencement of work and shall remain in force until the work has been completed and finally accepted by the Corporation or such extended period as may be decided by the Corporation.

- (b) In the policies covering the insurance referred to above, contractor and sub-contractor shall be named as co-insured where possible.
- (c) The cost of insurance shall be borne by the contractor.
- (d) Insurance shall be affected for all the contractor's employees engaged in the performance of this contract. If any of the work is subjected to the sub-contractor, the contractor shall require that he or his sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees unless such employees recovered under the contractor's insurance.

#### **5.0 Accommodations to labours**

1. The contractors shall, at their own expense make all necessary provisions for Housing, water supply and sanitary arrangements for their employees as well as for works and shall pay direct to the authorities concerned, all rates and taxes.
2. The contractor shall construct the quarters for his staff on a good spot selected by him. The contractor shall maintain at his own cost an efficient staff to clean sewage as may be suggested by Engineer-in-charge.
3. Suitable fire preventive measures to the satisfaction of the Engineer-in-charge shall be taken by the contractor.
4. The contractor shall construct trench or semi-permanent latrines for the use of laborers. Such latrines shall be on a scale of not less than 5 per 100 persons in the camp. Separate latrines shall be provided for men and women. The huts for laborers shall be sufficient in nos. and shall conform to the following requirement:
5. Huts of bamboo and grass may be constructed.
6. The camp shall not be established close to a large cutting or earthwork.
7. The lines of huts shall have open spaces at least 10 yards between two rows. Due attention shall be given to drainage.
8. A floor space at a minimum rate of 30 sft. Per head shall be provided in the hutments.
9. The contractor shall construct at least one bathing place per 20 persons. The baths shall be properly screened and separate bathing places for men and women shall be provided. Washing places shall be provided at minimum one per 30 persons.
10. Sufficient arrangements for drainage of sewage water from bath, washing, etc. shall be made to the satisfaction of the Engineer-in-charge.
11. Contractor shall maintain necessary staff for conservancy and cleanliness of the camp to the satisfaction of Engineer-in-charge. At least one sweeper per 200 persons should be employed. The Assistant Director of Public Health shall be consulted before opening a layout camp and his instructions in respect of water supply, sanitary conveniences, camp site accommodation and food supply etc. should be followed by the contractors. The contractor shall make arrangement for all anti malaria measures or in case of epidemic shall take necessary measures as directed by the Assistant Director of Public Health. Safety precaution as laid down by the safety manual published by C.W. and T.C. shall be followed by the contractor; a copy of the manual will be available for reference at the Office, of the Engineer-in-charge.

#### **6.0 Paid Leave Facility:**

Paid leave facility at the rate of one day for every twenty days worked by the contract labour shall be provided by the contractor to his workers. He shall maintain leave records/leave cards for individual laborers which shall be duly verified and approved/ certified by the authorized officer of the Corporation.

#### **7.0 Gratuity / Bonus liabilities :**

The contractor shall pay Gratuity and Bonus to its eligible employees under the Gratuity Act and Bonus Act if it is applicable.

- 8.0** The Contractor shall employ adequate number of experienced staff at site for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

## 9.0 Contractor to indemnify the Corporation

The contractor shall indemnify and keep indemnified the Corporation and every officer and employees of the Corporation and also Engineer-In-Charge and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred in above clauses and elsewhere and against all actions, claims, demands, costs and expenses which may be made against the Corporation by any workman/employee of the contractor or any sub-contractor and/or from any liability may arise to any workman/employees of the contractor or any sub-contractor under any laws, rules or regulation having the force of law including but not limited to claims against the owner under workmen compensation Act, 1923. The employee's Provident Act 1952, and/or the contract Labour (Abolition and Regulation) Act 1979. The Corporation shall not be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractors, and the contractor shall indemnify and keep indemnified the Corporation against all such damage and compensation and against all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- 10.0 The Corporation reserves the right to terminate this rate contract at any time during its pendency without giving notice of termination or any reasons thereof.
- 11.0 The Corporation will be entitled to deduct directly from the bills, to be paid to the Sub-contractor and Laborers any sum or sums payable by you and which sum/sums the Corporation is required to pay as a principal employer on account of your default in respect of all liabilities referred to in above clauses.
- 12.0 Nothing in the contract document stated shall any wise constitute any workmen/employees of the contractor or any sub-contractor as or to be workmen/employee of the power, or place obligation or liability in respect of any such workmen/employee upon the Corporation
- 13.0 Bidder should note that the prevailing Act at the time of execution of work over and above act specified herein shall be binding to the Contractor.

### 14.0 Employment of Scarcity Labour :

If Government declares a state of scarcity or famine to exist in any village situated within 20 Kms of the work, the piece worker/contractor shall employ upon such part of the work as are suitable for unskilled labour; any person certified to him by the Executive Engineer or by any person to whom Executive Engineer may have delegated this duty in writing to be in need of relief and shall be bound to pay such person wage not below the minimum, which Government may have fixed in this behalf from time to time. Any implementation of this clause shall be decided by the Superintending Engineer/Engineer-in-charge whose decision shall be final and binding on the piece worker/contractor.

## 47. MATTERS RELATED TO EXECUTION OF WORK:

- a) **Work shall commence** from the date given in letter to commence the work by EIC at site. The Contractor shall make all necessary arrangements at site to mobilize labour, operators, divers and materials and maintain necessary number of machinery and equipment, barge, pontoons etc., to guarantee the agreed rate of progress of work as per schedule.
- b) A detailed work schedule showing how he proposes to carry out the work, specifically mentioning time periods as well as date of commencement and completion of each activity and such approved schedules must be strictly adhered to by the CONTRACTOR. After the owner has agreed with the schedule, the Contractor shall prepare detailed program of each work front/activity breaking it down giving daily quantifiable/measure of progress. The schedules are to be reviewed periodically with the OWNER / ENGINEER to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the ENGINEER) to adhere to the completion dates. The OWNER reserves the right to revise the schedule at his discretion in order to keep up to the completion date and to suit the



- project requirement and such alterations shall not entitle the CONTRACTOR to any extra payment.
- c) A **work schedule** with **PERT / Bar Chart** for carrying out the work in prescribed time limit mentioning date of commencement, activity to be carried with its time period, starting & finishing event for each activity, completion of total project in critical path etc, shall be jointly fixed and approved by the GSECL. Such approved schedules must be strictly adhered by the Contractor.
  - d) After the GSECL has agreed with the schedule, the Contractor shall prepare detailed program of each work front / activity breaking it down to daily quantifiable measure of progress. The schedules are to be reviewed periodically with the Owner / E.I.C to ensure that the completion date will be met or to institute corrective steps (at no extra cost to the GSECL) to adhere to the completion dates. The Owner reserves the right to revise the schedule at his discretion in order to keep up to the completion date and to suit the project requirement and such alterations shall not entitle the Contractor to any extra payment.
  - e) The GSECL reserves the right to delete any item of schedule-B for which contractor shall not have any right to claim on this account.
  - f) One permanent reference bench mark and a reference base line shall be given for lay out of work, which shall be maintained without disturbance by the CONTRACTOR during the tenure of the contract. CONTRACTOR shall establish local bench marks as directed by the ENGINEER IN CHARGE.
  - g) The contract or any part thereof shall not be subject to change without the written permission of the Chief Engineer (P&P) GSECL, C.O., Vadodara or his authorized representatives.
  - h) During the execution of the work if it is found that the work is not progressing as per the scheduled program approved by the GSECL & planned by the contractor, due to the reasons attributable to the contractor, suitable action shall be taken as per Clauses in this tender elsewhere & other relevant clauses appearing in the section of "Terms & condition of tender & works contract, Legal conditions of works contract" of tender document. And the GSECL may also take such action as it may deem fit to ensure that the work is completed in time at Risk and Cost of the contractor.
  - i) Contractor shall attend meetings at EIC's office at site or any other place as fixed by the EIC, as and when required for review, discussion, coordination etc. Attending these meetings shall be obligatory on the part of the Contractor, at no cost to the GSECL.
  - j) The Contractor shall take all requisite & necessary care to observe that no damage is caused to the existing, pumps, existing works, service road, or any other structure etc. For any damage to the existing structures of the GSECL, the Contractor shall be held responsible and he will have to rectify the damage immediately up to the satisfaction of Engineer in Charge, at his own cost.
  - k) The work shall be completed within the period stipulated in the contract. & site clearance arranged according to the progress of work at site. Therefore, the contractor has to organize & coordinate the work to suit these circumstantial conditions. In the event of any delay due to the above or due to any other reason not attributable to the contractor, reasonable extension in completing the work may be given at the discretion and as decided by the GSECL but no compensation or idle charges will be payable to the contractor on this account or any site conditions under any circumstances.
  - l) No idle charges shall be entertained by GSECL for any site condition or any circumstances. The corporation will not pay any type of advances including mobilization advance

#### 48. RECOVERIES:

- a) In case of any **damage** to equipment / machinery or structure / building of GSECL or any public property due to negligence of contractor or any other reasons attributed to contractor, the decision of E.I.C. regarding the amount of recovery shall be final.
- b) If the contractor fails to execute the work as per direction of E.I.C. within the **time frame** given, the GSECL shall get the work done through any other contractor at the risk and cost of the contractor and the cost of execution of such work along with 15% overhead charges shall be deducted from contractor's monthly bill over and above recovery **as per rules**.
- c) Recoveries due from the contractor, up to the end of the month previous to the

one in which the bill is prepared shall be made from bills approved for payment every month or at other periods when the bills are prepared, for the various items in the following order of priorities and extents.

- d) Deduction on account of security deposit in full together with shortage, if any, to be made good.
- e) Penalty in full, if levied.
- f) Expenditure, if any, incurred by the Corporation on Contractor's behalf in labour or materials in full.
- g) Charges for services such as water and power supply etc. in full.
- h) Charge on account of supply of materials like cement and steel in case of shortages found in balance or excess consumption than specified.
- i) Hire charges for Corporation or Government machinery if any.
- j) Recoveries of advance and secured payment or payments for preliminary work in full or the installment due if and as the same as may have been allowed.
- k) Rent recovery on account of allotting quarters on rent as per Corporation's rules.
- l) Income tax and sales tax in full as per Government rules.
- m) Outstanding recoveries in respect of other contracts awarded by the Corporation if any.
- n) Other recoveries. (If any)

#### **49. WORK TO BE EXECUTED TO THE SATISFACTION OF THE ENGINEER -IN-CHARGE:**

The contractor shall proceed with the work with diligence and expedition and the whole of the work herein specified as well as the mode of execution shall be under the supervision and direction and shall be carried on to the entire satisfaction of the Engineer-in-charge, who shall have full power to order the contractor to alter, enlarge or diminish the form, dimensions, positions, or quantities of any of the work or to make use of material and workmanship of different descriptions and qualities from this herein specified.

The whole of the works, together with any temporary works, associated therewith, shall be carried on in the most substantial proper and mannered workman like manner, with the best materials and workmanship and to the entire satisfaction of the Engineer-in-charge and in such order of time as he may direct. The contractor shall attend to and execute without delay all orders and instruction which may from time to time be issued by the Engineer-in-charge.

#### **50. MATERIALS WORKMANSHIP etc.:**

The work shall be executed in thoroughly substantial manner with material and workmanship of best quality and strictly in accordance with the specifications and with the drawings, or with such other drawings or written instruction as may from time to time be furnished to the contractor, in accordance with terms of this contract and shall be completed in every respect with all materials and workmanship implied and necessary according to the fair interpretation and meaning of the same and should there be any discrepancy between the drawings and specifications or any difference or disputes as to the dimensions to be worked to or the quality of the materials to be used, or the mode of doing periodical quantity of the work to be executed or with respect to any subject arising out of this contract, the decision of the Engineer-in-charge shall be final and binding on all parties. Rejected material shall be so disposed off as to obviate any possibility of their use on works. The place, method and period of disposal shall be as directed by the Engineer-in-charge.

#### **51. SAMPLES OF DESCRIPTIVE DATE:**

Samples of descriptive date, requiring approval, shall be submitted by contractor to the Engineer-in-charge in good time before the use of such material for inspection and permission of testing if required. The samples shall be properly marked to show the name of the material, manufacture, place of origin, and place where to be used etc. Failure of any sample to pass specified tests will be sufficient cause for the refusal to consider any further sample from the same source.

## **52. FENCING AND LIGHTING AND VENTILATION**

Except as herein after provided, the contractor shall unless otherwise specified, be responsible for the proper fencing, guarding, lighting and taking of the necessary safety measures for all works comprised in the contract and or the proper provision of temporary roadway, footways, guards fences, caution notices etc. as far as the same may be rendered necessary by reasons for the work for the accommodation and protection of workman foot passenger or other traffic and of the owners and occupiers of adjacent property and of the public and shall remain responsible for any accidents that may occur on account of his failure to take proper and timely precautions.

All the arrangements made for fencing, lighting and ventilation shall be maintained by the contractor throughout the tendency of the contract till physical taking over of the work by the department.

## **53. LIABILITY FOR DAMAGE TO WORKS OR PLANTS**

- The contractor shall during, the progress of the work, properly cover up and protect the work, and plant, and materials placed at his disposal or acquired for him by the Corporation, from injury by exposure to the weather, or any cause what so ever and shall take every reasonable proper timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents, or injuries thereto which until the same be or be deemed to be, taken over by the Corporation, may arise or be occasioned by the acts or omissions of the contractor or his workmen of sub-contractors, and all losses and damages to the works or such plant or material arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the contractor and to the reasonable satisfaction of the Engineer-in-charge. If the contractor fails to make good such losses & damages within the time given by the Engineer-in-charge, the Corporation shall be at liberty to recover the amount fixed by the Engineer-in-charge for such losses or damages or any part thereof by deducting it from any sum due by the Corporation to the contractor under this contract or otherwise.
- Further the contractor shall, at all time, protect and preserve all materials, plant and equipment that he may himself have procured for the execution of the work. All reasonable requests of the Engineer-in-charge to enclose or especially protect any of the above shall be expeditiously complied with.
- If the Engineer-in-charge considers that the work or materials or plant is not sufficiently protected by the contractor, he shall be entitled to arrange for such protection at his unfettered discretion and recover the cost thereof from the contractor.
- Until the work shall be or be deemed to be taken, over as aforesaid, the contractor shall also be liable for and shall be deemed to have indemnified the Corporation in respect of all damage or injury to any person or any property of the Corporation or of others, occasioned by the negligence of the contractor or his workmen, or his sub-contractor, or by defective design, work or materials.

## **54. EXPLOSIVE PROCUREMENT AND STORAGE (IF APPLICABLE)**

- i) Explosives, petrol, oils, fuels and other inflammable materials shall be stored strictly in accordance with the rule of the Explosive Department.
- ii) The contractor shall at his own expense construct and maintain, proper magazines which are required for the storage of explosive and arrange for proper storage facilities for oils, fuels etc. for use in connection with the work.
- iii) The contractor shall at his own expense obtain such license or licenses as may be necessary for strong and using explosives, oils, fuels etc. The department shall not take any responsibility whatsoever in connection with the storage or use of explosives on the site, or any accident or occurrence whatsoever in connection therewith. All operation of the contractor in which or for which Explosives are employed shall be at risk of contractor and upon his own responsibility.

## **55. MATERIALS TOOLS AND PLANT BROUGHT ON THE SITE OF WORK**

All materials, tools and tackle of the contractor brought to and delivered upon the site for the purpose of the work shall from the time of their being so brought shall be deemed to be the property of the Corporation in its possession to be used for the purpose of the work and for that purpose only and shall not on any account be removed or taken away by the contractor or any other person without the written permission of the Engineer-in-charge but the contractor shall nevertheless be solely liable and responsible for and loss destruction thereof or damage thereto. The Corporation shall have a lien on such materials, tools and tackle for any sum of sums which may at any time prior to the completion of the works be due or owing to the Corporation by the contractor, under in respect of and dispose of any such materials, tools and tackle in such manner as the Corporation may think fit and to apply the proceeding in or towards the satisfaction of such sum or sums so due or owing as aforesaid but subject to such lien and power of sale and disposal such surplus materials, tools and tackle shall belong to the contractor and may be removed and disposed off by him as he may think fit.

## **56. ACCESS TO SITE AND WORK ON SITE**

The Engineer-in-charge or his authorized representative may if he consider fit from time to time enter upon any lands which may be in the possession of the contractor under this contract, for the purpose of executing any work not included in this contract and may execute such work not included in this contract by agents, or by other contractors at his option and the contractor shall in accordance with the requirements of the Engineer-in-charge, afford all reasonable facilities for execution of the works including occupation of lands by structure or otherwise for any other contractor employed by the Corporation and his workmen or for the workmen of the Corporation who may be employed in the execution on or near the site of the work not included in the contractor's any contract in connection with or ancillary to the works and in default, the contractor shall be liable to the Corporation for any delay or expense incurred by reason of such default. Provided always that if the exercise of those power shall cause any damage to the contractor he may within fifteen days of such damage arising make a statement of the same to the Engineer-in-charge who shall from time to time assess the value in his Judgment of such damage and the Corporation shall from time to time shall pay to the contractor the amounts (if any accepted as justified) by the Engineer-in-charge. The contractor shall not however, on account of any such modified, new or extra work executed by or for the same of the Corporation be entitled to claim relief from the obligation to execute other works.

## **57. INSPECTION OF WORKS**

The Engineer-in-charge or his duly authorized agent shall have at all time full power to inspect the works, wherever in progress, either on the site, on the contractor's premises or at the premises wherever situated, of any firm or Corporation where work in connection with this contract may be in hand.

Further, the contractor shall not allow, without written authorization permit entry on site of work, any person except authorized agents of the Corporation of the Engineer-in-charge or the contractor's staff and labour directly engaged on and in connection with the work.

The contractor shall, during working hours, maintain supervisors having sufficient training and experience to supervise the various items and operations of the work and the said supervisors shall remain present during the inspections of the Engineer-in-charge. All orders and directions given to such supervisors or other staff of the contractor shall be deemed to have been given to contractor. Further the Engineer-in-charge may be due notice, desire a higher ranking members of the supervisory staff of the contractor to be present on any specified inspection and the contractor shall comply with such direction.

## **58. CLEANING UP**

- The contractor shall at all times keep the construction area and his power house and storage areas free from accumulation of waste, or rejected materials.
- Prior to the completion of the work the contractor shall remove all rubbish from and about the premises, and all tools, scaffolding, equipment and materials which are not part of

permanent structure. The premise will be left in a manner fully satisfactory to the Engineer-in-charge, thereafter only the completion certificate will be issued.

#### **59. CONTRACTOR TO KEEP INVENTORY OF MATERIALS etc.**

The contractor shall prepare and maintain an inventory of all materials temporary rolling stock, plant purchased or hired for use of employment or for any of the purposes for this contract and such inventory or a copy thereof shall at all times be available for inspection by the Engineer-in-charge. A complete and up to date copy of the inventory shall be submitted to the Engineer-in-charge in the beginning and once a year; thereafter changes in the interim period, if any shall be communicated on every three months.

#### **60. CONTRACTOR TO RESTORE PLANT**

Upon completion of the work, the contractor shall deliver to the Corporation, all appliances, materials, and plants which may have been loaned or hired to him by the Corporation and make good all damages which may have occurred to them, except such as shall be caused by fair wear and tear in execution of the works.

#### **61. PROGRESS SCHEDULE**

- i) The contractor shall furnish, within one week unless extended by the Engineer of the order to start the work, a progress schedule in quadruplicate indicating the date of start the weekly progress expected to be achieved and the anticipated completion date of each major items of work to be done by him, also indicating dates of procurement and setting up of materials, plant and machinery. The schedule should be such as is practicable of achievement towards completion of the whole work in the time limit and of the particular items on due dates specified in the contract and shall have the approval of the Engineer. Further, the dates for the progress as in this schedule shall be kept up-to-date. In case it is subsequently found necessary to alter this schedule, the contractor shall submit in good time a revised schedule incorporating necessary modifications proposed and get the same approved by the Engineer. No revised schedule shall be operative within such acceptance in writing.  
Detailed schedules for each week showing the progress proposed to achieve shall be submitted to the Engineer and got approved. The Engineer is further empowered to ask for more detailed schedule or schedules any week by week, for any items or items, and the contractor shall supply the same as and when asked for.
- ii) The Engineer shall have, at all times the right without in any way vitiating this contract, or forming grounds for any claim to alter the order of the works or any part thereof and the contractor shall after receiving such direction proceed in the order directed. The contractors shall also revise the progress schedule accordingly and submit four copies of the revised schedule to the Engineer within seven days of the Engineer's direction to alter the order of works.
- iii) The contractor shall furnish sufficient plant equipment and labour and shall work such hours and shifts as may be necessary to maintain the progress on the work as per the approved progress schedule. The working and shift hours shall comply with all GSECL's regulations in force and shall be such as may be approved by the Engineer. They shall not be varied without the prior approval of the Engineer.
- iv) The contractor shall from time to time as may be required by the Engineer, furnish the Engineer, with a statement in writing of the arrangement he proposes to adopt for the execution of this contract and the Engineer may if he considers, necessary at any time advise alteration in the same, which the contractor shall adopt on notice thereof.
- v) The progress schedules shall be in the form of progress charts, forms, statement and/or reports as may be approved by the Engineer. Further, the contractor shall submit four copies showing the progress of work in forms and charts etc. at periodical intervals as may be specified by the Engineer.

#### **62. DATE OF COMPLETION**

The contractor shall supply, erect, equip and construct the whole of the works and hand over them to the Corporation on or before the date specified in the tender document including "Special Conditions" and save as herein provided, in no circumstances whatever shall extend or alter the date for the completion of works. Provided always that if in the opinion of the Engineer-in-charge the completion of the works shall be

delayed by any change of original design or by the order of the Engineer-in-charge, of any altered, modified substituted or additional works or materials omitted or by strikes, lock outs or stoppages of labour, or revolution, riots, civil or political disturbance or by causes directly due to war or by the contractor not being given possession of the site or any part thereof or by the Corporation taking possession of and using the site or any part thereof or the works or any part thereof, whether any nonperformance of work under the powers herein contained or otherwise or by any nonperformance of work or non-supply of materials to be performed or supplied by the Corporation or by the contractor not receiving any orders, drawings, instructions or directions in time or by the suspensions of the works or by fire, flood exceptionally bad weather tempest, storm, or by from unforeseen circumstances (and whether the same shall be due to any act or omission of the Corporation or its agents or those in their respective service or not) the Engineer-in-charge may, if in his unfettered discretion, he thinks fit either forthwith or at any later time and from time to time notwithstanding that the prescribed or extended time for completion has expired or that the work have been completed, by writing under his hand, extend the time for the completion of the works to such date as he shall appoint. Provided always that unless the contractor makes a written application to the Engineer-in-charge within one month of the cause of delay and unless the time is extended by the Engineer-in-charge, the prescribed time shall not be extended notwithstanding delays from the aforesaid foregoing or any other causes of whatsoever kind.

### **63. SUBLETTING OF CONTRACT**

There will be generally no objection on the component parts for the work, being given over to responsible sub-contractors but Corporation shall under no circumstances recognize these sub-contractors and the responsibility of executing the work in the accordance with the conditions of contract will entirely rest on the main contracts. The main contractors will therefore always have the very responsible member, preferably a technical hand present on the works with power to sign all work orders issued on the site of work and to take requisite actions in the interest of very efficient execution of work. However, the subletting of the contract can be made only with the prior approval of the competent authority of the Corporation.

### **64. OTHER CONTRACTS FOR THE WORK SUSPENSION STOPPAGE OR CURTAILMENTS OF WORK**

If during the tendency of the contract the Engineer-in-charge shall for any reasons (which shall be unquestioned) whatsoever require the whole or any part of the work as specified in the contract to be suspended for any period or shall not require the whole or any part of the work as specified in the contract to be carried out at all by the contractor, he shall give notice in writing of the fact to the contractor who shall thereupon suspend or stop the work totally or partially as the case may be. In any, case, except as provided hereunder, the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not so derive in consequence of the full amount of the work not having being carried out, or on account of any loss that he may be put to on account of materials purchased or agreed to be purchased or for unemployment of labour recruited by him. He shall not also have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instruction which may involve any curtailment of the work as originally contemplated. Where, however, materials have already been purchased or agreed to be purchased by the contractor, before receipt by him of the aforesaid notice, the contractor shall be paid for such materials at the rate determined by the Engineer-in-charge, provided they would have been useful for the work curtailed or stopped are not in excess of requirements, are of approved quality and cannot be used on other contract works or otherwise by the contractor and/or shall be compensated for the loss if any, that he may be put to, in respect of materials agreed to be purchased by him, the amount of such compensation to be determined by the Engineer-in-charge, whose decision shall be final.

The Engineer-in-charge may grant extension of time for the execution of any item or items of work affected by such suspension of work. The decision for the Engineer-in-charge, regarding the granting of extension and the period thereof shall be final. The Engineer-in-

charge may order the contractor to suspend any work on account of bad weather; rain or storm and such other adverse climate conditions and the contractor shall comply with the same.

The contractor shall not be entitled to an compensation for such suspension of work, concrete lining at the junctions of the different works under different contract shall be done with particular care regarding forms, construction joints, interconnecting reinforcement etc. if any and the joint planning of such work shall be with prior approval of the Engineer-in-charge.

#### **65. OTHER CONTRACTORS**

Apart from this work, the other works connected with the power house will be simultaneous going on either departmentally or through agencies inside or outside the power house. Each contractor or agency shall co-operate with others to the fullest extent and shall allow to each other every facility and co-ordination for execution of their works simultaneously and satisfactorily, during their action of machinery or execution of any other co-ordination works of the power house, the contractor will have to work only at places as directed by the Engineer-in-charge. He will have some time to suspend his work partially or totally in the interest of the work at large.

In such cases and at such time, he will be informed from time to time and directed by the Engineer-in-charge where to work. He may also be required to remove the scaffolding or to erect the scaffolding and shuttering in such a manner as to be of little obstruction and inconvenience for erection of machinery. In such cases he shall not be given any compensation on account of reduction or stoppage or labour force or removal and reinstatement of scaffolding shuttering etc. It will be seen that contractor is not put to unnecessary inconvenience.

In the matter of dumps, haul, roads, drainage, diversion and the like, each contractor shall take into consideration the needs and requirements of the other constructors, if any working in the vicinity. Further no contractor shall take or cause to be taken any stops or action that may cause disruption, discontent or disturbance to the work, labour of arrangements etc. or other contractors in the neighboring project localities.

Any action, by any contractor, which the Engineer-in-charge in his unquestioned discretion may consider as infringement of the above code, would be considered as a breach of the contract conditions and the Engineer-in-charge may take such action as he may deem fit against the contractor and the action taken shall be considered as final and binding.

#### **66. SPEED OF WORK**

The contractor shall at all times maintain the speed of work to conform to the latest operative progress schedule but the Engineer-in-charge may at any time with sufficient notice in writing direct the contractor to slow down any part or the whole of the work for any reason (which shall not be question whatsoever, and the contractor shall comply with such orders of the Engineer-in-charge. The compliance of such orders shall not entitle the contractor to any claim or compensation.

#### **67. CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL**

All documents, correspondence, decisions and other matter concerning the contract shall be considered as of confident and restricted nature by the contractor and he shall not divulge or allow access there to any unauthorized persons of any kind.

#### **68. ACCESS TO THE CONTRACTOR'S BOOK**

Whenever it is considered necessary by the Engineer-in-charge to ascertain the actual cost for execution of any particular item of work of supply of plant or material shall direct the contractor to produce the relevant documents such as pay rolls records of personnel, invoices of materials and any other data relevant to the item or necessary to determine its cost etc. and the contractor to the aforesaid items in the mode and manner that may be specified.

#### **69. INTEREST ON MONEY DUE TO THE CONTRACTOR**

The contractors shall not be entitled to get interest on any amount either of their bills or arrears whatsoever because of delay in payment by the Corporation. Similarly they shall

not be entitled for any interest on amount of bank guarantees given by them. Non-payment of interest by the Corporation therefore, shall not cause breach of contract.

#### **70. MEASUREMENTS TO BE PROVISIONAL AND SUBJECT TO CORRECTION**

Every measurements for running payment on account of work, done or supplies made, shall be subject to adjustment or final measurements. In case of disagreement between such intermediate and final measurements, the latter shall prevail. All works shall be measured, met by standard measure and according to rules and custom and usual in the use in Gujarat State Electricity Corporation Ltd., and no proposal to adopt alternative method will be accepted, the Executive Engineer's decision as to what is "the usual method in use in the Gujarat State Electricity Corporation Ltd." shall be final.

#### **71. BREACH ON PART OF CORPORATION NOT TO ANNUAL CONTRACT**

No breach or non-observance on the part of the Corporation of any of the agreements contained herein, shall annul this contract or discharge the contractor from the observance and performance thereof, or of any part thereof, but on application by the contractor and in the unfettered discretion of the Engineer-in-charge an extension of time may be given to the contractor in respect of such breach or non-observance by the Corporation.

#### **72. PROFORMA RETURNS**

The contractor shall maintain Performa, charts and details regarding machinery equipment materials, labour personnel and other matters as may be specified by the Engineer-in-charge. He shall further, submit returns of Performa and details as may be specified by the Engineer-in-charge from time to time.

#### **73. LOCAL LAWS**

All local laws in force at the time of entering into the contract and those enacted thereafter shall be binding on the contractor and he shall abide by the same.

All import duties, sales tax and other local taxes shall be borne by the contractor and they shall be deemed to have been covered by this quoted tender rate

#### **74. WORKS IN SHIFT DUTY**

Works shall be planned in shift duties, if possible in three shifts, depending on emergency of the work with prior approval of Eng. - in- charge. On Sunday or any other holidays work shall be continued in order to maintain progress with prior permission of Eng.-in -charge. Such works shall not form any grounds for complaint, compensation or extension of time limit.

If on the other hand, the Engineer-in-charge directs that the work shall be proceeded with on days and during hours which are not permissible under this contract, the contractor shall proceed with the work as directed without in any way vitiating this contract or forming any grounds for compensation of claim.

The contractor shall in his dealing with labour, at all times, during the period of this contract, have due regard to local festivals and religious and other customs.

A working day shall consist of two shifts each of eight hours, a working day shall constitute any day on which in the opinion of the Engineer-in-charge, work can be carried out in one or more shifts.

#### **75. LIENS**

Final payment to the contractor shall not be made until the contractor shall deliver to the purchaser or receipts in full in lieu thereof, and in either case, an affidavit that so far he has knowledge or information the releases and receipts include all the labour and material for which in lien could be filed. If any lien remains unsatisfied after all payments are made, the contractor shall refund to the purchaser all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's.

#### **76. MISCELLANEOUS:**



1. In case of **conflict / discrepancies** among clauses of different specifications given in this document, the stringent specification shall be followed and under such circumstances, the decision of the EIC shall be final and binding to the Contractor
2. The Notice inviting tender, general instruction to bidders and all other documents of this tender shall **form part of the contract**
3. No receipt for any payment alleged to have been made by a Contractor in regard to any matter relating to tender of the contract shall be valid and binding on the Corporation unless it is signed by the Engineer-in-Charge.
4. As per provisions of Income Tax Act, Corporation shall deduct Income Tax at the applicable rate.
5. Agency has to note that the extension of Time limit/excess saving in the works if required to approve, than it shall be processed as per the provision of DoP and will take time for process the same.
6. The contract is inclusive of the cost of materials required to complete the work in totality.
7. It will be absolutely incumbent on the contractors to have on the site of work only such of the materials as have been duly passed by the Engineer-in-charge. Materials that have been rejected must on no account be allowed to remain on the site, and in spite of written order to do so, any such rejected materials is on the site beyond a period of 48 hours' notice, the Engineer-in-charge shall have the right to remove it, at the risk and cost of the contractors and even to destroy it.
8. It must be distinctly understood that conditions of contract and of claims in respect of extra work, will not be allowed unless the works to which they relate is clearly without the spirit and meaning of the specifications or unless such works are ordered in writing by the Engineer-in-charge and claimed for in specified manner.
9. Contractor will be asked to present the sample of materials, and the approved samples will be preserved at the site of work, and no change in the approved sample will be allowed, without the written permission of the Engineer-in-charge.
10. The department reserves the right to make any change in the design and the plans of the works. The contractor shall be bound to carry them out at the rates tendered. No claim or compensation will be allowed on this account.
11. The contractor shall keep instruction book on site, for taking site instructions from time to time. This book shall be made available on site whenever asked for.
12. Above construction equipment brought to site shall be allowed to be taken out only after the work for which it has been brought is over. The equipment shall be taken out only with the specific permission in writing from the E.I.C. Only the equipment required for the work and in fit condition shall be brought to the site. The Contractor shall ensure that proper documentation is followed at entry gate of GSECL's premises for such items which shall be carried back by Contractor after completion of work.
13. The Contractor shall provide all temporary ladders, scaffolding materials, platforms, supports and other necessary facilities required for trimming & cutting of trees. The Contractor shall provide sufficient, strong and safe staging so as to ensure safety of the laborers.
14. The Contractor shall provide sufficient fencing, notice Corporations and lights to protect and warn others as may be considered necessary by the GSECL and safety authority.
15. The GSECL may during the progress of work, order the removal of part or whole of the work executed, found not in accordance with the approved drawings, specifications/ instructions. No extra claims shall be entertained for re-executing or altering of such work.
16. On completion of the work, the site shall be left in good order and the excess materials, scraps, debris, if any shall be removed and dumped by the Contractor at place/places as designated by the GSECL. The Contractor shall also dismantle and remove the staging and other temporary facilities like stores, offices, labor camp etc. on completion of work.
17. Contractor is required to maintain proper records at site of work in addition to normal routine requirement of own office. The records to be maintained shall include but not limited to the following:
  - (a) Daily Progress Record.
  - (b) Work Site Order Book.
  - (c) Instruction by GSECL's Officers.
  - (d) Test Registers of other materials/fittings, fixtures, equipment as stipulated in the tender.
  - (e) Register for Working Details.

- (f) Log Book of Defects.
- (g) Hindrance Register giving details of commencement and removal of each hindrance.
- (h) Supply and consumption registers of all materials shall be maintained.
- (i) Day to day Record of used/received materials shall be entered in the register and signed by the Site Engineer of the GSECL as well as contractors' representative at site.
- (j) Measurement Book.

**(Signature of Contractor)**  
**Address & Seal:**

**Chief Engineer (P&P)**  
**GSECL, C.O., Vadodara**

## **SECTION-D**

- ❖ **SPECIAL CONDITIONS FOR USE OF CEMENT**
- ❖ **APPROVED NAME OF MANUFACTURERS OF STEEL / CEMENT**
- ❖ **GENERAL GUIDELINES RELEVANT TO I.S.**

## SPECIAL CONDITIONS FOR USE OF CEMENT IN WORK

<b>1</b>	The rates in Schedule – 'B' is inclusive of cement cost. Contractor has to purchase fresh 43 grade cement confirming to as per IS 8112 Or PPC IS 1489 (Part-I) or as per tender condition.
<b>2</b>	Contractor has to construct pucca Go down at site of work so that cement bags can be properly preserved to avoid damage due to any kind of water/Humidity.
<b>3</b>	Contractor has to bring sufficient quantities of cement bags to maintain progress of work. The work should not suffer for want of cement.
<b>4</b>	Cement should be used to achieve required strength in cement concrete or as per item proportion.
<b>5</b>	To bring sufficient & timely cement at site is full responsibility of contractor. Nothing extra will be paid on account of any reason to maintain progress of work and to complete the work in schedule time.
<b>6</b>	Contractor has to submit material A/c. For consumption of cement used with every bills. In case of not submitting the same, bill will not be passed. Party has to submit the copy of cement purchased bill and Challan/invoice along with each RA Bill/Final Bill.
<b>7</b>	No negative variation will be allowed for consumption in cement less then prescribed as per R & B SoR <b>OR</b> Corporation/mix design and nothing will be paid extra for over consumption.
<b>8</b>	Contractor is fully responsible for safety of cement at site; nothing will be paid extra on account of safety.
<b>9</b>	If Corporation's authorized representative wants to check cement stock at site, contractor has to allow for the same at any time.
<b>10</b>	Contractor has to maintain day to day cement consumption / balance account at site.
<b>11</b>	As far as possible, contractor has to maintain supply of cement of only one brand & grade throughout the work and on account of closer/shortage of approved brand, cement of other brand in accordance of condition No. (1) Will be allowed by Engineer – in – Charge.
<b>12</b>	Minimum cement consumption considered for cement concrete having grade of M-15 / M – 20 / M – 25 / is 320 Kgs. / 375 Kgs / 400 Kgs. respectively. Contractor has to use minimum cement as above. Contractor should not use less than the prescribed quantities of cement even in the case of mix design recommends lower quality. For other items cement consumption shall be as per provisions of SoR without any negative variation. Nothing will be paid extra for over consumption.
<b>13</b>	Contractor will be allowed to carry out work only after physical verification of cement brought at site.

**Approved name of Manufacturers: Allowing using steel / cementing being supplied by contractors in civil works**

The list of adopting cement and steel of companies / suppliers / manufacturers are shown below:-

Sr. No.	Name of approved Cement Company & their Brand Name in Market	
1	A.C.C. Cement	A.C.C.
2	Ambuja Cement	Ambuja
3	Binani Cement	Binani
4	Birla Cement	Birla A-1
5	Gujarat Sidhee Cement	Sidhee
6	J.K. Cement	J.K.
7	J.K. Laxmi Cement	J.K. Laxmi
8	Sanghi Cement	Sanghi
9	Saurashtra Cement	Hathi
10	Digvijay Cement (DCC)	Lotus
11	India Cement	Corromandal King
12	Ultratech Cement (L&T)	Ultra-tech
13	Jaypee Cement	Jaypee
14	Wonder Cement	Wonder

**For Reinforcement Bar:** The approved vendor list of GUVNL and its subsidiary company i.e. GSECL/GETCO/MGVCL/PGVCL/DGVCL & UGVCL are available on their website- tender head including below mention various manufacturers.

Sr. No.	Name of approved Steel Manufacturer
1	Tata Iron & steel Co. Ltd
2	Jindal
3	Lloyds
4	Essar Steel Ltd
5	Ispat
6	Shah Alloys Ltd., Ahmedabad
7	Utkarsh Bars Pvt Ltd.Ahmedabad
8	Bhawalka Steel Industries, Mumbai
9	Sun Vijay Rolling and Engineering Ltd., Nagpur
10	Shri Bajrang Alloys Ltd., Rajpur
11	Unique Structures and Towers Ltd., Rajpur
12	Sanghi Industries Ltd., Kutch
13	Hans Ispat Ltd., Ta. Anjar- Kutch
14	Varsana Ispat Ltd., Ta. Anjar- Kutch
15	Steel authority of India.
16	GK TMT Bars,M/s Real Ispat & Power Ltd, Raipur[C.G]
17	Parmeshwar Steel Pvt ltd. Ahmedabad.
18	Electrothem ET TMT
19	Gallant Metal Ltd, Bhachau

## **GENERAL GUIDELINES RELEVANT TO IS**

Please refer latest edition of relevant Indian Standard Specification of Code i.e. B.I.S. General relevant I.S. of B.I.S. shall prevail for all items including materials, measurements etc.

The Item wise detailed specifications are intended for full description of items covered by Schedule "B". The specifications are not however intended to cover every detail and the works shall be executed according to the spirit of the specifications below and the best prevailing P.W.D. practice. The clarification to any clause in detailed specifications shall be sought from the latest edition of relevant I.S. specification and codes. Where these specifications are at variance with the specification laid down in the I.S. Books stated above, the former will be applicable. As regarded matters not covered by any of the above specification, the decision of the Engineer-in-charge shall be treated as final and shall be binding upon the contractor. The contractor is expected to get clarified any doubt about specification, etc. before tendering by discussing with Engineer-in-charge.

For detail technical specification, the item wise description along with above general specifications shall hold good.

**(Signature of Contractor)**

**Address & Seal:**

**Chief Engineer (P&P)  
GSECL ,C.O., Vadodara.**

# **SECTION-E**

❖ **TERMS AND CONTRACT FOR WORKS**

❖ **GENERAL SAFETY RULES**

**&**

**LIST OF SAFETY TOOLS**

## TENDER & CONTRACT FOR WORKS

I/We hereby tender for the Gujarat State Electricity Corporation Ltd. (herein Referred as "Corporation") of the work specified in the underwritten memorandum within the time specified in Schedule B (memorandum showing items of work to be carried out) and in accordance, in all respect, with the specifications, design, drawings and instructions in writing and as per annexed conditions of contract and agree that when the materials for works are provided by the Corporation, such materials and rates to be paid for them shall be as provided in Schedule A hereto.

### MEMORANDUM

(a) **General description of work:** **Establishment of Rain Water Harvesting pilot project to determine numbers of Rain Water Harvesting Plants required to be installed to get 6.0 MLD water for construction and maintenance purpose for development of up to 5700 MW capacity wind/solar/hybrid Renewable Energy park for GSECL and GIPCL near Khavda, Dist. Kutch area in the state of Gujarat.**

- (b) Estimated cost : Rs. 52,22,600.00/-  
(c) Earnest money : Rs.52,226.00/-  
(d) Security deposit : 5% of Work Order Amount  
(e) Time allowed for the completion of work from date of written order to commence.

Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and provision of the conditions of contract annexed hereto as applicable and in default thereof forfeit and pay to the Corporation, the sums of money mentioned in the said conditions.

Receipt No. Date from the Gujarat State Electricity Corporation Ltd. in respect of the sum of Rs \_\_\_\_\_ (The amount to be specified in figures and words) is herewith forwarded representing the earnest money (the full value of which is to be absolutely forfeited to the Corporation, should I/We not deposit the full amount of security deposit specified in above memorandum in accordance with clause (d). Security Deposit of the said conditions/otherwise the said sum of Rs..... shall be refunded on surrendering the original receipt, in case of non-awardance of contract.

Signature of the Contractor:

Address of the Contractor:

Dated \_\_\_\_\_ day of \_\_\_\_\_ year

Signature of Witness:

Address of the Witness:

Occupation:

Dated \_\_\_\_\_ day of \_\_\_\_\_ year

The above tender is hereby accepted by me on behalf of the Gujarat State Electricity Corporation Ltd.

**Chief Engineer (P&P)**  
**GSECL, C.O., Vadodara**  
**OR**  
**his duly authorized Assistant**



## General Safety Rules & List of Safety Tools.

### “GENERAL SAFETY RULES / NORMS” TO BE OBSERVED BY THE CONTRACTORS

All the contractors working at **Site** shall have to strictly observe the following Safety Rules. Concerned Contractors are responsible for informing & observance of these rules by their supervisors/employees/labours as well as the supervisors/ employees/ labours of agencies/ sub-Contractors engaged, if any, by them for the work contract awarded to them. Prior to commencement of the work, Contractor shall have to submit a written assurance on their letterhead to the concerned Sectional Head / Engineer-in-charge that they have thoroughly gone through these Rules, have educated their employees / employees of their sub-contractor and will strictly observe the said Rules while execution of work under work contract awarded to them. They will have to indemnify the Corporation for any loss or damage / accident / injury to the Corporation’s property / employee or employee of their own in default of non - observing these rules.

01	Persons to be employed for carrying out the work shall possess required qualification, are fully trained and conversant for works to be done. All persons should have gate pass. Register consisting the full details i.e. address, phone no, nearest relative, of all persons to be maintained. During the work execution, one trained & competent supervisor should always remain present at site.
02	<b>The contractor shall take all the required safety measures prior to commencement of work on dangerous substances, machineries or area at which cautionary notice is displayed and obtain “Line Clear” or “Work Permit” through the concerned Department / Section and shall be closed/ returned after completion of work.</b>
03	The contractor shall check & securely cover or securely fence any opened fixed vessel, sump, tank, pit or opening in ground or in floor which, by reason of its depth, situation, construction or contents ,is or may be a source of danger before starting the work each & every day or after interval/recess. Contractor’s supervisor shall inform to concern HOD regarding any unsafe conditions.
04	Prior to carrying out welding, gas cutting, furnace heating or any other hot work job, remove all the inflammable material lying at or nearby worksite or cover it properly by suitable protective covering. Also, special care shall be taken before carrying out such job & see that all possible contributing factors to set fire shall be removed / vanished prior to commencement of the work. Advance intimation shall be given to concerned section / fire section to commence the work in fire prone areas. They should also keep ready all the First Aid Fire Extinguishers / equipments & fire extinguishing media / material like sand / water buckets or other appropriate equipment at such place.
05	<ul style="list-style-type: none"> <li>➤ While carrying out work in confined space or inside vessel, obtain necessary <b>“Confined Space / Vessel Entry Permit”</b> from concerned department prior to commencement of the work.</li> <li>➤ For lighting in such areas, only 24-volt (ISI certified &amp; with proper guard) hand lamp shall be used. For taking care of the persons working inside the confined space / vessel, a supervisor / person capable to keep continuous watch on person(s) working inside, assist them in case of emergency or arrange to get immediate outside help, shall remain present at entry point. Use full body safety belt without fail.</li> <li>➤ While working inside sewer, trench or in-depth, a person to warn outsiders / entrants / passers etc shall remain available near entry point or the entry point shall be cordoned by a barricaded tape with a cautionary notice. After completion of the works, all the lids / covers / grills / grits opened, shall be re-fixed / re-placed in the original position as it were prior to commencement of the work and leave the work place in safe condition in all respect, so as to prevent accident to fellow workers.</li> </ul>
06	The contractor shall see that he / his persons do not work on or block (by stacking material, spare parts, tools-tackles, equipments etc.), any passages / walkways / gangways / aisles / staircases / ladders / lifts or any other approaches / roads leading to plants or its auxiliaries, on which there is traffic movements or possible traffic movements in case of emergency. Such passages are meant for safe escape in the event of emergency. If it is utmost necessary to carry out work in such area with blocking of passage, prior permission of Competent Authority or the Engineer-In-Charge shall be obtained. To demarcate / declare the area as <b>“UNSAFE”</b> , cordon it using barricading tape & display suitable caution notice or keep a person to restrict / divert the traffic on this route through other safe passage.
07	Prior to use power / electrically operated hand tools / equipments / machines / gadgets like

	<p>welding machine, hand grinder, hand drill etc., ensure for its safe operation &amp; use it only if it is found safe to use. Do not use defective, unsafe or improperly maintained equipments.</p> <p>The electrical power supply required to run such equipments shall not be taken directly at their own but shall be obtained through concerned Electrical Maintenance Departments or their authorized persons or under their observations / guidance only. The Electrical Section shall provide temporary electrical connection up to contractor's Mains Board on which it is compulsory to install main switch, ELCB &amp; fuses of adequate capacity. All such equipments shall invariably be earthed adequately to prevent electrical shock, sparking, short circuit etc. Power cord to be used shall be of adequate capacity, without any joint &amp; shall consist of earth wire also. Hence, it is necessary to use adequate capacity 3-wire power cord for single &amp; 5-wire power cord for three phase power connections. The plugs, receptacles, pins, holders etc. shall be of adequate capacity &amp; safe to use.</p> <p>All electrical &amp; mechanical equipments / tools-tackles viz. welding machine, cutting machine, Grinder, Drill, Chain Pulley Blocks, Hook chooks etc. required to be used during work execution shall be of standard make &amp; bear ISI certification mark on it.</p> <p>The consumables like welding electrodes, grinding wheels / discs etc. which have specific prescribed life span shall not be used in any case if its expiry date is over.</p>																																								
08	<p>It is compulsory to use standard make Personal Protective Equipments (P.P.Es.) as per the job requirement. Do not work without use of required P.P.Es. Contractor is responsible to provide standard make (ISI approved) Personal Protective Equipments / Safety Gadgets suitable to give sufficient protection against hazards involved in their work / job to their staff, as per the job requirement and insist / enforce their staff to put on the same while at works. The ongoing work is liable to be stopped at any time if your staff found working without P.P.Es. Following is the list of various P.P.Es. to be used for various works / worksites.</p> <p style="text-align: center;"><b>List of safety equipments</b></p> <table border="1"> <tr> <td>01</td> <td>Industrial Safety Helmet.</td> <td>For protection of head against falling objects or during fall of person from height. <b>Colour of worker Helmet is yellow only with agency logo.</b></td> </tr> <tr> <td>02</td> <td>Safety Goggles (Grinding, Welding, Punk, Panorama etc.).</td> <td>For protection of eyes against flying particles / dust, chemical splash, spark, arc, flashover etc.</td> </tr> <tr> <td>03</td> <td>Face shield (Half or full).</td> <td>For protection of face against flying particles / dust, chemical splash, spark, arc, flashover etc.</td> </tr> <tr> <td>04</td> <td>Earplug / Ear muffs.</td> <td>For ear / hearing system protection while working in high noise level area.</td> </tr> <tr> <td>05</td> <td>Apron (Rubber / PVC / Asbestos / Leather / Cotton).</td> <td>For body protection against chemicals, oils, sharp edged objects, heat, hot objects etc.</td> </tr> <tr> <td>06</td> <td>Gloves (Rubber / PVC, Asbestos, Leather, Electrical shock proof).</td> <td>For protection of hands against chemicals, oils, sharp edged objects, heat, hot metals/objects, electricity etc.</td> </tr> <tr> <td>07</td> <td>Safety shoes/ Leather / Asbestos shoes, Gum Boots etc.</td> <td>For protection of leg/feet against falling objects, sharp edged objects, heat, hot metals/objects, electricity etc..</td> </tr> <tr> <td>08</td> <td>SafetyBelt(full body hardness with double lanyard ) / Rope / Life line / Fall arrestor etc.</td> <td>For fall prevention while working at heights or in depth, working in vessel or in confined space.</td> </tr> <tr> <td>09</td> <td>Dust Respirator / Scarf.</td> <td>Protection of respiratory system against dust.</td> </tr> <tr> <td>10</td> <td>Chemical Cartridge Respirator</td> <td>Protection against toxic chemical fume / vapor etc.</td> </tr> <tr> <td>11</td> <td>Canister Gas mask.</td> <td>Protection against toxic/poisonous fumes/gases.</td> </tr> <tr> <td>12</td> <td>Air supply respirators.</td> <td>Working in oxygen deficient zone.</td> </tr> <tr> <td>13</td> <td>Portable Oxygen Meter</td> <td>Working in oxygen deficient zone &amp; use in entry of confine space &amp; Major fire</td> </tr> </table>		01	Industrial Safety Helmet.	For protection of head against falling objects or during fall of person from height. <b>Colour of worker Helmet is yellow only with agency logo.</b>	02	Safety Goggles (Grinding, Welding, Punk, Panorama etc.).	For protection of eyes against flying particles / dust, chemical splash, spark, arc, flashover etc.	03	Face shield (Half or full).	For protection of face against flying particles / dust, chemical splash, spark, arc, flashover etc.	04	Earplug / Ear muffs.	For ear / hearing system protection while working in high noise level area.	05	Apron (Rubber / PVC / Asbestos / Leather / Cotton).	For body protection against chemicals, oils, sharp edged objects, heat, hot objects etc.	06	Gloves (Rubber / PVC, Asbestos, Leather, Electrical shock proof).	For protection of hands against chemicals, oils, sharp edged objects, heat, hot metals/objects, electricity etc.	07	Safety shoes/ Leather / Asbestos shoes, Gum Boots etc.	For protection of leg/feet against falling objects, sharp edged objects, heat, hot metals/objects, electricity etc..	08	SafetyBelt(full body hardness with double lanyard ) / Rope / Life line / Fall arrestor etc.	For fall prevention while working at heights or in depth, working in vessel or in confined space.	09	Dust Respirator / Scarf.	Protection of respiratory system against dust.	10	Chemical Cartridge Respirator	Protection against toxic chemical fume / vapor etc.	11	Canister Gas mask.	Protection against toxic/poisonous fumes/gases.	12	Air supply respirators.	Working in oxygen deficient zone.	13	Portable Oxygen Meter	Working in oxygen deficient zone & use in entry of confine space & Major fire
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09	Before using lifting machines / tackles (like C.P.Bs., Hook chooks, winch, forklift, mobile																																								

	crane, EOT crane etc) & its attachments (like D-shackles, slings, U-clamps, Eye bolts or any fixtures), it shall be checked and used only if found safe to use. Also, ensure that these are tested, examined & certified in form no.10 by Competent Person as per the Factory act-1948 & Gujarat Factories Rules and its validity do not expire. Further, it shall be fixed properly and firmly prior to lifting the weight. <b>Test certificate of all Lifting machines used by Contractor to be submitted to concerned Engineer &amp; Safety Officer before commencement of work.</b>
10	Scaffoldings to be used for working at height shall be of adequate size & capacity. Obtain the work permit when working at height. While climbing on such scaffolding or working on any structure at height, use of full body safety belt /full body harness with double lanyard & Fall arrestor & Helmet is compulsory. It is also necessary to fasten chinstraps of the helmet.
11	Contractor or their employee shall not interfere in day-to-day routine plant activities / works except the work assigned to them, shall not loiter in the areas other than their work jurisdiction, as well as shall not temper / operate / touch the machineries/equipments/auxiliaries with which they are not concerned. Also, the contractor shall strictly instruct their staff for not to sit or take rest at/near/below running plants, auxiliaries, systems or any place which is risky, hazardous & prone to accident.
12	The cylinders containing poisonous / toxic or inflammable / explosive gas like Oxygen, Acetylene, LPG, Hydrogen, Ammonia, Chlorine, CO <sub>2</sub> etc shall be handled safely taking due care. To handle / shift such cylinders a special trolley /cage meant for it must be used but in no case it should be rolled.
13	On completion of the work, cotton waste, spilled oil / grease, pieces of welding rod & other waste material shall be removed from work site and the area shall be left safe, neat & clean.
14	In case of any injury / accident while working, it shall immediately be reported to Safety Department through concerned Sectional Head / Engineer. The prescribed <b>Form No. 21&amp;ANNEXURE</b> may be obtained from concerned section or Safety Officer. In case of any electrical accident, it shall immediately be reported to Safety Department through concerned Sectional Head / Engineer. The prescribed <b>Electrical accident form no. A as per electricity act-2003 &amp; Form No. 21 &amp; ANNEXURE as per Gujarat Factories rules</b> shall be filled up by concerned department with written consent of contractor. The Form may be obtained from concerned section or Safety Officer. For any incident occurred but have no injury to any persons should also reported as per GSECL format and informed to safety officer <b>as Near Miss Incident.</b>
15	In all risky job, before start the work, contractor should obtain General Safety Work Permit through concerned section from Shift –in-charge in well advance.
16	For performance evaluation of contractor safety factors of work accident, fire incident & near miss accident will be considered. Steps can be taken to review the job assignment up to cancellation for negligence.
17	In case of noticing smoke or fire during their work execution, they shall make immediate efforts to extinguish / control it and simultaneously inform the <b>Fire Station Mobile / phone No: _____</b> & on intercom phone No. _____. Shift the casualty to nearby hospital after rendering first aid in case of accident. <b>24 X 7 Emergency Contact no. of _____ Power Station w.e.f. / / .</b>
18	No women or young person shall be allowed to clean, lubricate or adjust any part of a prime mover or of any transmission machinery while the prime mover or transmission machinery is in motion. Examination or operation of motion machinery shall be made or carried out only by a specially trained adult male worker wearing tight fitting clothing as per section 22 of factories act 1948.
19	No women or young person shall be employed or permitted to work in Lead-compound area like battery room etc. as per schedule VI of GFR 1963.
20	All the relevant labour and industrial laws shall also be followed compulsorily.
21	It is felt necessary to deploy safety officers / Safety supervisors by contractors / Agencies involved in carrying out hazardous activities / operations inside TPS to have better and constant supervision in terms of Health Safety and Environment activities.
22	<b>Under section.97 of Factories Act,1948 -Offences by workers:</b> Subject to the provisions of section 111, If any worker employed in a factory contravenes any provision of Factories act or any rules or orders made there under ,imposing any duty or liability on workers, he shall be punishable with fine which may extend to <b>Rs.500/-(Five Hundred rupees).</b>

23	<p>All PPEs Should issue by party/agency/contractor to their contractor workers as per nature of job and allotment of PPE list shall be submitted on his letter head as per below mentioned format by Contractor before commencement of work to concerned HOD's and Safety Officer.</p> <p>Sub: Issue of PEE to Contractor workers  Sub of work Order:  Work order no.  Name of Agency:  Date of Commencement:  Time limit for work order:</p> <table border="1"> <thead> <tr> <th>Sr. no.</th> <th>Name of workers</th> <th>Sr. No. of Gate pass</th> <th>Designation</th> <th>Name of Section under work execution</th> <th>Name of PPE</th> <th>IS:Code no. of PPE</th> <th>Make of PPE</th> <th>Qty</th> <th>Unit</th> <th>Receiving signature</th> <th>Date of issue</th> </tr> <tr> <th>A</th> <th>B</th> <th>C</th> <th>D</th> <th>E</th> <th>F</th> <th>G</th> <th>H</th> <th>I</th> <th>J</th> <th>K</th> <th>L</th> </tr> </thead> <tbody> <tr> <td>01</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>												Sr. no.	Name of workers	Sr. No. of Gate pass	Designation	Name of Section under work execution	Name of PPE	IS:Code no. of PPE	Make of PPE	Qty	Unit	Receiving signature	Date of issue	A	B	C	D	E	F	G	H	I	J	K	L	01											
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24	Safety talk/Safety instructions shall be given to contractor workers by JE/DE regarding hazards of specific work, risk & it's control measure before starting the job work and records shall be maintained for each & every job works.																																															
25	Over & above these, contractor shall have to follow all the safety requirements / rules & regulations / norms and legal provisions laid down in various statutes. Particularly the provisions of The Factories Act-1948 & The Gujarat State Factories Rules-1963 (Amended up to date), The Electricity Act-2003 & rules shall be followed strictly. The contractor shall also obey the rules / regulations / instructions of the local Competent Authority for safety requirements.																																															
26	After completion of work, cotton waste, grease, oil, unused material, welding rod pieces, scrap etc. are to be removed by contractor in scrap yard of Main Store, Dhuvanar																																															
27	All Labour rules & instructions to be followed by contractor & to be ensured by LWO/IRO/DGM.																																															
28	For performance evaluation of contractor, safety factors of work accident, fire incident & near miss accident will be considered. Steps can be taken to review the job assignment up to cancellation for negligence.																																															
29	Accidental back history of last Three year shall be submitted by contractor with technical bid & shall be checked by concerned HOD & Reviewed by Safety Officer at the time of technical scrutiny and accordingly contract to be awarded.																																															
30	Contractor should issue photo gate pass for their workers from our Factory Manager as per Gujarat Factories rules, 1963 with mentioned work order number of GSECL.																																															
31	Contractor shall deploy Supervisor for work control during their job.																																															
32	Party will damage any fire equipments or property or machinery in factory during execution of work, total damage cost will be recovered from party RA bill and recovery Office note put up by concerned sectional Head.																																															
33	Under The Conditions Framed Under Rule-45 Of The Indian Electricity Rules, 1956,Electrical contractor License shall be submitted by agency/party with technical bid for electrical work with latest renewal from Chief Electrical Inspector, Gandhinagar-Gujarat. Electrical License photocopy shall be checked by Concerned HOD of Electrical Department.																																															
34	Non-Sparking Non-Magnetic electrical hand tools and tool kits shall be used by Electrical contractor for safe use in areas where hazardous, flammable, or combustible vapors, liquids, dusts, or residues may be present in Gas Based power plant and list of tools and tackles shall be submitted with technical bid. Non-Sparking Non-Magnetic electrical hand tools and tool kits shall be checked by JE/DE before commencement of Electrical work.																																															
36	Prohibition of smoking, fires, lights, spontaneous ignition substance, matches; fuses, mobile phone etc are to be strictly followed by all workers who are working in factory premises.																																															
37	Display Safety instructions shall be strictly followed by all workers who are working in factory premises.																																															

38	License of driver shall be checked by security shift in charge before entry in the factory premises.
39	The above rules shall be scrupulously followed and where required, they may contact the Safety Officer in case of any ambiguity or needs further guidance in this regard.

**SIGNATURE OF CONTRACTOR**  
**(With Rubber Stamp & Date)**

**Chief Engineer (P&P)**  
**GSECL,C.O., Vadodara**

## **SECTION-F**

- ❖ **PERFORMA FOR BANK GUARANTEE**
- ❖ **INTEGRITY PACT**
- ❖ **CERTIFICATE – A**
- ❖ **Format for Confidentiality Undertaking**
- ❖ **ANNEXURE - I**

**FORM OF BANKER'S UNERTAKING**

(For Security Deposit for work period as per Terms and Conditions of Tender)

We, Bank of \_\_\_\_\_ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat State Electricity Corporation Limited, or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. \_\_\_\_\_ (in \_\_\_\_\_ words) Rupees

to the said Gujarat State Electricity Corporation Limited on behalf of M/s. \_\_\_\_\_ who have entered into a contract for the supply / works specified below :

L.O.I. No. \_\_\_\_\_ dated \_\_\_\_\_.

This agreement shall be valid and binding on this Bank upto and inclusive of \_\_\_\_\_ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GSECL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly

"NOT WITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_ (date of validity of the Guarantee). [Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under]:

Place :

Date :

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

Signature of Bank's Authorized Signatory with Official Round Seal

**NAME OF DESIGNATED BANKS :**

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the State Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank.

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

# EMD BANK GUARANTEE FORMAT

FOR TENDER /ENQ. NO. \_\_\_\_\_

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.300)

WHEREAS M/s.

\_\_\_\_\_ (Name and Address of the Firm) having their registered Office at

\_\_\_\_\_ (Address of the Firm's registered Office)

(hereinafter called the Tenderer) wish to participate in the Tender No. \_\_\_\_\_ for \_\_\_\_\_ of (supply / Erection / Supply & Erection / Work) of \_\_\_\_\_ (Name of the material / equipment / work) for \_\_\_\_\_ Gujarat State Electricity Corporation Limited and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (mention here date of validity of this Guarantee which will be **4 (FOUR)** months beyond initial validity of Tender's offer) which is required to **be submitted by the Tenderer along with the Tender.**

We,-

\_\_\_\_\_ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered Office at \_\_\_\_\_ (Address of Bank's registered Office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Gujarat State Electricity Corporation Limited or any Officer authorized by it in this behalf any amount not exceeding Rs. \_\_\_\_\_ (amount of EMD) (Rupees \_\_\_\_\_) (in words) to the said Gujarat State Electricity Corporation Limited on behalf of the Tenderer.

We, \_\_\_\_\_ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the Tenderer within its validity or non-submission of Security Deposit by the Tenderer within one month from the date of tender or a part thereof has been accepted by the Gujarat State Electricity Corporation Limited would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encased within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encased amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto and inclusive of \_\_\_\_\_ (mention here the date of validity of Bank Guarantee) and shall not be terminated by notice or by Guarantor change in the constitution of the Bank or the Firm of Tenderer or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the Gujarat State Electricity Corporation Limited.



Notwithstanding anything contrary contained in any law for the time being in force or banking practice this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GSECL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained hereinbefore our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (amount of EMD) (Rupees \_\_\_\_\_ (in words)). Our Guarantee shall remain in force till \_\_\_\_\_ (date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.

Place :

Date :

Please mention here complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

Signature of the Bank's authorized Signatory with Official Seal.

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**NAME OF DESIGNATED BANKS :**

3. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
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Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

**INTEGRITY PACT**

Date:

**OUR ENDEAVOUR**

To create an environment where Business Confidence is built through Best Business Practices and is fostered in an atmosphere of trust and respect between providers of goods and services and their users for the ultimate benefit of society and the nation.

	<b><u>GSECL'S COMMITMENT</u></b>		<b><u>PARTY'S COMMITMENT</u></b>
	<ul style="list-style-type: none"> <li>To maintain the highest ethical standards in business and professions.</li> </ul>		<ul style="list-style-type: none"> <li>Not to bring pressure recommendations from outside GSECL to influence its decision.</li> </ul>
	<ul style="list-style-type: none"> <li>Ensure maximum transparency to the satisfaction of stakeholders.</li> </ul>		<ul style="list-style-type: none"> <li>Not to use intimidation, threat, inducement or pressure of any kind on GSECL OR ANY OF it's employees under any circumstances.</li> </ul>
	<ul style="list-style-type: none"> <li>To ensure to fulfill the terms of agreement/contract and to consider objectively the view point.</li> </ul>		<ul style="list-style-type: none"> <li>To be prompt and reasonable in fulfilling the contract, agreement, legal obligations.</li> </ul>
	<ul style="list-style-type: none"> <li>To ensure regular and timely release of payments on due dates for work done.</li> </ul>		<ul style="list-style-type: none"> <li>To provide goods and / or services timely as per agreed quality and specifications at minimum cost to GSECL.</li> </ul>
	<ul style="list-style-type: none"> <li>.To ensure that no improper demand is made by employees or by anyone on our behalf.</li> </ul>		<ul style="list-style-type: none"> <li>To abide by the general discipline to be maintained in our dealings.</li> </ul>
	<ul style="list-style-type: none"> <li>To give maximum possible assistance to all the Vendors/Suppliers/Service Provider and other to enable them to complete the contract in time</li> </ul>		<ul style="list-style-type: none"> <li>To be true and honest in furnishing information.</li> </ul>
	<ul style="list-style-type: none"> <li>To provide all information to suppliers/contractors relating to contract / job which facilitate him to complete the contract / job successfully in time.</li> </ul>		<ul style="list-style-type: none"> <li>Not to divulge any information, business details available during the course of business relationship to others without the written consent to GSECL.</li> </ul>
	<ul style="list-style-type: none"> <li>To ensure minimum hurdles to vendors / suppliers / contractors in completion of agreement / contract / work order.</li> </ul>		<ul style="list-style-type: none"> <li>Not to enter into carter / syndicate /understanding whether formal / non formal so as to influence the price.</li> </ul>

\_\_\_\_\_  
Seal & Signature  
(GSECL's Authorized Signatory)

**Name :**  
**Designation:**  
**Name :**  
**Designation:**

\_\_\_\_\_  
Seal & Signature  
(Party's Authorized Person)

**Name:**  
**Name:**

**On Firm's Letter Head**

**CERTIFICATE - A**

I / We \_\_\_\_\_ authorized signatory of  
M/s. \_\_\_\_\_ here by Certify that  
M/s. \_\_\_\_\_ is not related with other firms who have  
submitted tenders for the same items under this inquiry / Tender.

Signature of the Tenderer  
With Designation

Seal of the Firm

Place:  
Date:

## **CONFIDENTIALITY UNDERTAKING**

**(On Company Letter Head with seal)**

I, \_\_\_\_\_{**Name of Authorized Person**} on behalf of (**[Name of Bidder]**)  
Undertake to GSECL & GIPCL that:

1. I undertake to keep confidential at all the times information obtained directly, indirectly through written, verbal or any other means during working for this assignment. I undertake not to disclose, publish, reveal, copy, transmit, quote, use any of the information in full or part, data, drawings, documents, photographs or any other literature to anyone during the course of assignment and thereafter in future either by the Company or any individual. The undertaking shall be binding to Bidding Firm including its successor/assignee as a whole and all individuals assigned to the task irrespective of their association with Bidding Firm in future.
2. I acknowledge that damages are not a sufficient remedy for any breach of this Undertaking and that GSECL & GIPCL is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of this Undertaking, in addition to any other remedies available to GSECL & GIPCL as per law .
3. I acknowledge that this Undertaking is governed by the law in force in India and I agree to submit to jurisdiction of the court of Vadodara, Gujarat.
4. I undertake to sign Non Disclosure Agreement (NDA) in case of assigning the job.

Company Seal

Authorized Signatory

Place:

Date:

## **ANNEXURE- I**

**Financial Department, Corrigendum No. EMD/10/2021/7729/DMO**

Date:28/06/2021

(A) Guarantees issued by following banks will be accepted as SD/EMD on permanent basis.

- ❖ All Nationalized Banks

(B) Guarantees issued by following banks will be accepted as SD/EMD for period up to March 31, 2022. The validity cut-off date in GR is with respect to date of issue of Bank Guarantee irrespective of date of termination of Bank Guarantee.

- ❖ The Mehsana Urban Co-Operative Bank Ltd.
- ❖ Ahmedabad Mercantile Co-operative Bank Ltd.
- ❖ Nutan Nagrik Sahakari Bank Ltd.
- ❖ Kalupur Commercial Co-operative Bank Ltd
- ❖ RBL Bank
- ❖ Axis Bank
- ❖ ICICI Bank
- ❖ HDFC Bank
- ❖ Kotak Mahindra Bank
- ❖ IndusInd Bank
- ❖ Rajkot Nagarik Sahakari Bank Ltd
- ❖ The Gujarat State Co-Operative Bank
- ❖ Sarswat Bank
- ❖ Saurashtra Gramin Bank
- ❖ DCB Bank
- ❖ Tamilnadu Mercantile Bank
- ❖ Ujjivan Small Finance Bank
- ❖ A U Small Finance Bank
- ❖ Federal Bank
- ❖ Equitas Small Finance Bank
- ❖ Bandhan Bank
- ❖ Standard Chartered Bank
- ❖ City Union Bank
- ❖ Yes Bank

**(Signature of Contractor)**

**Address & Seal:**

**Chief Engineer (P&P)**  
**GSECL, C.O., VADODARA.**

# **SECTION-G**

- ❖ **GENERAL SPECIFICATIONS**
- ❖ **TECHNICAL SPECIFICATION**

## **GENERAL SPECIFICATIONS**

01. In the specifications, “as directed”/”Approved” shall be taken to mean “as directed”/”approved” by the Engineer-in-charge.
02. Wherever a reference to any Indian Standard appears in the specifications, it shall be taken to mean as a reference to the latest edition of the same in force on the date of agreement.
03. In “Mode of Measurement” in the specification wherever a dispute arises in the absence of specific mention of a particular point or aspect, the provisions on these particular points or aspects in the relevant Indian Standards shall be referred to.
04. All measurements and computations, unless otherwise specified, shall be carried out as per Latest IS : 1200.
05. The distance which constitutes lead shall be determined along the shortest practical route and not necessarily the route actually taken. The decision of the Engineer-in-charge in this regard shall be taken as final.
06. Where no lead is specified, it shall mean “all leads”.
07. Lift shall be measured from plinth level.
08. Up to “floor two level” means actual height of floor up to 6.5 Mt. Above plinth level.
09. Definite particulars covered in the items of work, though not mentioned or elucidated in it, specification shall be deemed to be included therein.
10. Reference to specifications of materials as made in the detailed specification of the items of work is in the form of a designation containing the number of the specification of the material and prefix ‘M’ e.g. ‘M-5’.
11. Approval to the samples of various materials given by the Engineer-in-charge shall not absolve the contractor from the responsibility of replacing defective material brought on site or materials used in the work found defective at a later date. The contractor shall have no claim to any payment or compensation whatsoever on account of any such materials being rejected by the Engineer-in-charge.
12. The contract rate of the item of work shall be for the work completed in all respects.
13. No collection of materials shall be made before it is got approved from the Engineer-in-charge.
14. Collection of approved materials shall be done at site of work in a systematic manner. Materials shall be stored in such a manner as to prevent damage, deterioration or intrusion of foreign matter and to ensure the preservation of their quality and fitness for the work.
15. Cement, reinforcements bars & all other materials to be used shall be got approved from EIC before starting of work. The cement, reinforcement steel & other materials to be brought at site shall be entered as directed by GSECL, KLTPS.
16. Materials, if and when rejected by the Engineer-in-charge, shall be immediately removed from the site of work.
17. No materials shall be stored prior to, during and after execution of a structure in such a way as to cause or lead to damage or overloading of the various components of the structure.
18. All works shall be carried out in a workmanlike manner as per the best techniques for the particular item.

19. All tools, templates, machinery and equipment for correct execution of the work as well as for checking lines, levels, alignment of the works during execution shall be kept in sufficient numbers and in good working condition on the site of the work.
20. The mode, procedure and manner of execution shall be such that it does not cause damage or over loading of the various components of the structure during execution or after completion of the structure.
21. Special modes of construction not adopted in general Engineering practice, if proposed to be adopted by the Contractor, shall be considered only if the contractor provides satisfactory evidence that such special mode of construction is safe, sound and helps in speedy construction and completion of work to the required strength and quality. Acceptance of the same by the Engineer-in-charge shall not, however, absolve the contractor of the responsibility of any adverse effects and consequences of adopting the same in the course of execution of completion of the work.
22. All installations pertaining to water supply and fixtures thereof as well as drainage lines and sanitary fittings shall be deemed to be completed only after giving satisfactory tests by the Contractor.
23. The contractor shall be responsible for observing the rules and regulations imposed under 'Minor Minerals Act' and such other laws and rules prescribed by Government from time to time.
24. All necessary safety measures and precaution [including those laid down in the various relevant Indian Standards shall be taken to ensure the safety of men, materials and machinery on the works as also of the work itself.
25. The testing charge of all materials shall be borne by the Contractor unless recovery at one percent towards using charges is separately made.
26. Approval to any of the executed items for the work does not in any way relieves the contractor of his responsibility for the correctness, soundness and strength of the structure as the drawings and specification.

**(Signature of Contractor)**

**Address & Seal:**

**Chief Engineer (P&P)  
GSECL, C.O., Vadodara.**



# **SECTION –H**

❖ **SCHEDULE-B**

❖ **DRAWINGS FOR TENDER PURPOSE (PLOT LAYOUT).**

## SCHEDULE - B

Item No.	Item Description	Qty.	Unit	Rate	Amount
01	<p>General scope shall be as follows:</p> <ol style="list-style-type: none"> <li>1. To carry out an Exploratory Well and Recharge shaft for the proposed site of GSECL at Khavda. Aquifer recharge and recovery is to be identified at coastal line and regions having saline ground water underneath.</li> <li>2. Exploratory well will be required to investigate ground water potential to design recharge shaft. Based on the investigation result, recharge shaft will be designed.</li> <li>3. Explanatory well will be made of UPVC pipe and minimum depth will be 150 m or more to ensure appropriate water quality and required quantity (i.e. about 12MLD for the desalination project). The water chemistry will be determined by the agency and furnished to GSECL, for the purpose of establishment of desalinization plant at site.</li> </ol> <p>Below listed investigations are required to be carried out by Agency in the project area:</p> <ol style="list-style-type: none"> <li>1. Water Quality of Each Aquifer through Bore Logging (the water quality should indicate parameters like TDS, metal content and Hardness which are required for desalination plant design).</li> <li>2. Potential recharge rate/ permeability of aquifer through sieve analysis.</li> <li>3. Lithology of the various aquifers up to 150 meter or upto required depth.</li> <li>4. Water qualities for Pre – Post monsoon.</li> <li>5. Pump test of all aquifers.</li> </ol>	1.0	Job	52,22,600.00	52,22,600.00

	<p>6. Electro Resistivity Test in entire project area to analyse quality/ quantity of water in all aquifers.</p> <p>7. Feasibility for total 12 MLD yield from all bore well to meet the desalination plant raw water requirement.</p>				
<b>Total: Rs</b>					<b>52,22,600.00</b>
<b>In Word Rupees Fifty Two Lakh Twenty Two Thousand Six Hundred Only.</b>					

**Note:-**

"All royalties, sales tax, toll tax, local tax, development charges, and any other taxes including works contract tax etc., in respect of this contract and also any statutory variation in future towards above mentioned taxes & any other taxes if levied in future by statutory authority applicable to this contract shall be payable by the contractor and GSECL will not entertain any claim whatsoever in this respect.

**Rates are exclusive of GST & same shall be paid extra on production of proof of payment as per prevailing Govt. rules.**

**Special Notes:**

- The project area covers land allotted to GSECL (6650 Ha) and GIPCL (4750 Ha). The Boundary of GSECL falls between 23°57'30.76"N, 69°36'52.06"E and 24°13'47.55"N, 69°30'0.86"E in Great Rann of Kachchh in North direction from Mainland. The boundary of GIPCL falls between 24° 7'25.72"N, 69°36'43.49"E, 24° 0'33.29"N, 69°36'45.08"E, as per attached map.
- All activities like recharge structure, boring, pipes, packing material, accessories, loading, boarding (site accommodation for required period for all personnel), logistics, transportation, material loading – unloading – shifting – lifting, other necessary machineries and equipment like dewatering pump, compressor, generators, electric panel etc. supply, installation and commissioning will be in the scope/ at the cost of the agency. All infrastructures for pumping out of harvest water will be installed on permanent basis for utility to GSECL/ GIPCL.
- Various on field testing like pump test, electro logging test and off-site laboratory test like pre-monsoon water testing, post-monsoon water testing, soil permeability test and technical report compilation with recommendations are in the scope of the work. All required tools/ tackles for the operation of the system will be provided by the agency at site.
- Analysis of availability of ground water in terms of years during draught period will be carried out.
- All required Government clearances will be arranged by the consultant.
- Detailed Project report for entire project area will be submitted on completion of the work.
- All Intellectual Property Rights (IPR) of data collected as well as the deliverables produced shall remain with the GSECL & GIPCL. All knowledge and information, which may be acquired during the assignment, shall be for all times and for all purposes,

regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, without the explicit written permission of GSECL & GIPCL.

**Time Limit:**

- Entire works shall be completed in 02 months from the date of written order to commence the work.

**Payment terms shall be as follows:**

- No advance payment will be made by GSECL.
- Against supply of material at site: 30% of the item 01.
- Against completion of physical work at site: 40% of the item 01.
- Submission of all reports to GSECL: 30% of the item 01.
- Security Deposit will be paid by the contractor as per prevailing rules of GSECL.

**(Signature of Contractor)**

**Address & Seal:**

**Chief Engineer (P&P)  
GSECL, C.O., Vadodara.**

