

JAIPUR VIDYUT VITRAN NIGAM LIMITED

OFFICE OF THE SUPERINTENDING ENGINEER (O&M)  
JAIPUR VIDYUT VITRAN NIGAM LIMITED-----

VOLUME-II

(PART-I)

INSTRUCTIONS TO BIDDER

(SECTION-INB)

## SECTION – INB

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## **INSTRUCTIONS TO BIDDERS**

### **1.0**

#### **GENERAL INSTRUCTIONS**

#### 1.1

The Jaipur Vidyut Vitran Nigam Ltd, or any authority on its behalf designated for this purpose and hereinafter called 'OWNER' will receive bids in respect of 'equipment erected' / 'works executed' as set forth in the accompanying specification. All bids shall be prepared and submitted strictly in accordance with these instructions. The Bidder, in its own interest is requested to read very carefully and thoroughly these instructions and the terms and conditions as incorporated in the General Conditions of Contract and Technical specification before filling the Bid proposal form. If it has any doubt as to the meaning of this specification or any portion thereof, it shall before submitting the Bid, refer the same to the Superintending Engineer(O&M), Jaipur Vidyut Vitran Nigam Limited, - ----- in writing well in time before the specified date of opening of Bids so that such doubts may be clarified. Submission of the Bid shall be deemed to be the conclusive proof of the fact that the Bidder has acquainted himself and is in agreement with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/ commented by him in its Bid.

#### 1.2

Bid submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid shall be summarily rejected and returned to the bidder.

#### 1.3

The works referred herein shall cover the entire scope of the proposal which include commissioning and erection of equipment including the successful completion of performance and guarantee tests which the owner desires to get executed.

### **2.0**

#### **SCOPE OF THE PROPOSAL**

#### 2.1.

The scope of the proposal shall be on the basis of a single bidder's responsibility, completely covering all the material/equipment erection activities specified under the accompanying technical specification. It will include all reliability tests and performance and guarantee tests on completion or Commissioning.

#### 2.2

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

### **3.0**

#### **QUALIFICATION REQUIREMENTS**

The qualification requirements of the bidders are mentioned in Vol-I of the bidding documents. The bids of bidders fulfilling these requirements only would be considered for evaluation & award of contract.

### **4.0**

#### **SUBMISSION OF BIDS**

#### 4.1

Bids shall be submitted in the forms attached hereto and all the blank gaps requiring specific information /feedback on part of the bidder in the Bid and the schedule to the specification shall be duly filled in. The completed forms, schedules shall be considered as integral part of the contract documents in case of successful Bidder(s).

- 4.2 No alteration should be made to the form of the Bid specification and Schedules. The Bidder must entirely comply with specification. Alternative proposals, if any, shall be clearly stated in the covering letter and shall accompany the Bid.
- 4.3 The Bid and all accompanying documents shall be in 'English' language only and shall be signed by a responsible and a duly authorised person. The name, designation and authority of the signatory shall be stated in the Bid , alongwith a valid authorisation document.
- 4.4 Bid should be filled in only with ink or typed. otherwise shall not be considered.
- 4.5 All additions, alterations and over-writings in the Bid must be clearly initialed by the Signatory to the Bid.
- 4.6 The Bidder must quote the prices strictly in the manner as indicated herein, failing which Bid shall summarily be liable for rejection. The rates/prices shall be entered in words as well as in figures. These must not contain any additions, alterations, over-writing, cuttings or corrections and any other marking which leave any room for doubt, whatsoever.
- 4.7 The NIGAM will not be responsible to accept any cost involved in the preparation or submission of Bids.
- 4.8 The bidders are required to follow the under mentioned procedure while submitting the bids.
1. Envelope no. 1 :- It should contain earnest money deposit ( Bid security ) in the form of a crossed demand draft /banker's cheque / pay order as per clause No.5.0 of INB. It shall be super-scribed with "EARNEST MONEY".
  2. Envelope no. 2 :-It should contain the " Techno.-Commercial Bid" which shall be super-scribed with "TECHNO- COMMERCIAL BID".
  3. Envelope no. 3 :- It should contain the " Price Bid" for which offer is being made.
  4. The above three envelopes shall be kept in a big envelope and should be super-scribed with "Bid offer" also indicating address, NIT No., name of package, date of opening, sender's address etc. All the above envelopes shall be individually and properly sealed.
- 5.0 EARNEST MONEY DEPOSIT:**
- 5.1 The bidder shall furnish the requisite Earnest Money Deposit as mentioned in "Invitation for bids"/Tender Notice by way of a crossed bank draft/ pay order /banker's cheque payable in the name of the Accounts Officer (O&M), JVVNL,\_\_\_\_\_ which shall accompany with the bid in an envelope as per instructions given in these bidding documents. No other mode of deposit except DD/pay order/banker's cheque shall be accepted.
- 5.2. In consideration of the bid for purpose of award, the bidder shall keep his bid valid for a period of 120 (One hundred twenty) days from the date of opening of techno.-commercial bids or 60 (Sixty) days from the date of opening of price bids whichever is later. During this period the bidder agrees not to vary, alter or revoke his bid as a whole or in part. If the bidder, however, fails to keep his bid valid in the aforesaid manner or varies it during the period then the owners shall be entitled to forfeit the bid guarantee(EMD) amount without any notice or proof of damages etc.

- 5.3 The successful bidder will have to submit the bank guarantees as per clause 6.0 & 32.0 of the General Conditions of Contract Vol-II part-II towards fulfillment of security and performance obligations of the contract.
- 5.4 If the successful bidder fails to submit bank guarantees within 15 calendar days from the date of receipt of detailed work order or fails to sign the contract agreement in accordance with the clause 5.0 of the GCC part-II, Vol.-II or fails to execute the order placed under this specification then the Earnest money deposit amount (Bid guarantee) will be forfeited by the owner without any notice.
- 5.5 The Earnest money deposit of all the unsuccessful bidders except that of the successful bidder will be refunded /released on production of receipt within thirty (30) days after the award of the contract.
- 5.6 The Earnest money deposit of the successful bidder(s) will be refunded /released after furnishing security deposit as per clause no. 6.0 of the General Conditions of the Contract( Part II Vol.-II)
- 5.7 Request for adjustments / proposal for acceptance of earnest money deposits, if any, already lying with the Nigam in connection with some other bids / orders, whatsoever shall not be entertained.
- 5.8 No interest will be payable by the owner on the above Earnest money deposit.
- 5.9 Any bid not accompanied with the requisite EMD in accordance with aforesaid provisions will not be opened and shall be summarily rejected.

**6.0 DOCUMENTS TO BE ENCLOSED WITH THE BID:**

- 6.1 Each copy of the Bid shall be accompanied with the following schedules, documents and the fact of their having been enclosed shall be indicated on the top of inner cover of the Bid. The Bid which is not accompanied with any or all of the following schedules, documents or is accompanied with incomplete annexures/schedules is summarily liable for rejection :
- (a) Earnest Money as per clause No. 5.0 of section –“Instructions To Bidders” of Vol-II. Part-I**
- (b) Techno-commercial bid which should contain**
- (i) Details indicating execution of works specified in “ Qualification requirements” on Labour rate contract in Schedule-6&7.
  - (ii) Details regarding qualification requirements alongwith necessary supporting documents. in schedule-6 and certificate of a registered chartered Accountant for eligibility in reference to specified qualification requirements for annual turn-over.
  - (iii) Copy of class “A” Electrical contractor license.
  - (iv) Particulars & details regarding bidder with list of equipments & Technical hands in Schedule-8.
  - (v) Copies of the audited financial accounts for the last three years.
  - (vi) Income Tax Returns for the last 3 years.
  - (vii) Confirmation with regard to “ NO DEVIATION” in respect of Technical and commercial terms & conditions of the specifications in schedule 3 &4 .
  - (viii) Acceptance to work Completion schedule in Schedule 5.
  - (ix) Other details/information in the schedule(s) or Annexure(s), wherever specified in Volume I & II.

**(c) Price bid in “G-Schedule of Price/Rates” in prescribed Schedule 2.**

**7.0 INFORMATION REQUIRED WITH THE PROPOSAL**

- 7.1. Method of erection and the proposed erection Organizational structure.
- 7.2. The Bidder shall provide the information in the form of separate sheets, drawings, catalogues, etc. in two copies.
- 7.3. The bidder may use in the bid Standard catalogue pages and other documents to provide additional information and data as deemed necessary.
- 7.4. The Bidder, along with its proposal, shall submit a list of recommended erection equipments and materials, which may be required for the purpose of erection of equipment and materials supplied under the contract.
- 7.5. In case the 'Proposal' information contradicts the specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical/ commercial deviation schedule.

**8.0 RECEIPT AND OPENING OF BIDS.**

- 8.1. Sealed cover in which the bids are placed shall be delivered in the office of Superintending Engineer(O&M),JVVNL ----- not later than 2.30PM IST (unless otherwise specified ) upto the date specified in the tender notice .The bid shall not be accepted after the time and date fixed for receipt of bid. If the date fixed for opening of bid be declared as a public holiday, the bid shall be received and opened on the next working day on which office re-opens after such holiday(s).
- 8.2. On due date and time, the bids will be opened in presence of such bidders or their authorized representatives who wish to be present. Following procedure will be adopted for opening of bids:-
- (i) Very first, big envelope will be opened.
  - (ii) Out of available three envelopes therein, first envelope no. 1 superscribed with “ Earnest Money Deposit” will be opened. On scrutiny if it is found that EMD is in order only then envelope no 2 containing “Techno-Commercial bid” shall be opened.
  - (iii) After scrutiny of the documents, the price bid of qualified bidders will only be opened on a later date in the office of the Superintending Engineer(O&M), JVVNL,-----The date and time for opening of price bids will be intimated to the qualified bidders in due course of time.

**9.0 SIGNATURE OF BIDDER**

- 9.1. The bid must contain the name, address and place of business of the person or persons making the bid and must be signed and sealed by the bidder under his usual signature. The name(s) of all the persons signing should also be typed or printed below the signature.
- 9.2. Bids by corporation/ company must be signed with the legal name of the corporation/ company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.
- 9.3. A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing the valid authorisation /resolution by his principal will be liable to be summarily rejected.

- 9.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 9.5 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 9.6 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.
- 9.7 Bids not conforming to the above requirements of signing shall be disqualified.
- 10.0 UNDERSTANDING AND CLARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS.**
- 10.1. The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and terms matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification by the owner. The Owner, then, will issue interpretation and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit its bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form an integral part of the specifications and documents, and accompany the bidder's proposal.
- 10.2. Verbal clarifications and information given by the owner or his employee(s) or his representative(s) shall not in any way be binding on the owner.
- 11.0 EFFECT AND VALIDITY OF BID**
- 11.1. The submission of any bid connected with these documents and specification shall constitute an agreement that the bidder shall have no cause of action or claim, against the owner for rejection of his bid. The owner shall always be at liberty to reject or accept any bid or bids at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the owner.
- 11.2. The bids shall be valid for a minimum period of 120 days (One hundred twenty) days from the date of opening of bids or 60 (Sixty) days from the date of opening of price bids wherever is later. Bids mentioning a shorter validity period than specified are likely to be summarily rejected/ignored.
- 11.3 Owner may ask for extension in validity period. The bidder will be at liberty to accept it or not.
- 12.0 COMPLETION TIME**
- 12.1 The ordered work is required to be completed and commissioned with in the period mentioned in Schedule –5 of bid proposal form.
- 12.2 This scheduled completion period is inclusive of monsoon period. Contractor shall furnish the PERT network/ bar-chart to strictly adhere to the completion period.
- 12.3 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified works with requisite quality and standards as specified in the governing specification.

12.4 The owner reserves the right to request for a change in the work schedule during pre-award discussions with successful bidder.

**13.0 PRICES**

13.1. The bidders should quote the prices only in the manner indicated in 'G' schedule. The value of erection component of proposed work has been indicated in the 'G' schedule with Basic Schedule of Rates (B.S.R.) for individual activity. The bidder is required to quote the prices in % above or below of such worked out price for material & erection component separately. Bidders quoting a system of pricing other than that specified as above will be rejected/ignored.

13.2 The B.S.R. of individual activity given in "G" schedule include the following:-  
(i) Erection , Testing & Commissioning Charges.  
(ii) All Charges/ Taxes payable/ deductible against work contract tax and income tax etc. The service tax shall be payable extra at the applicable rate on production of necessary documents / proof.

13.3 The prices are firm and no price variation, whatsoever, shall be allowed for any item or activity.

13.4 Any statutory variation in existing rates of taxes /duties during contracted completion period shall be to Nigam's account. However,for claiming any such statutory variation, the contractor is required to furnish the documentary evidence /proof in support of the same for scrutiny and approval. Any downward variation in above rates of taxes/duties/levies shall have to be passed on to the Nigam.

**14.0 POLICY FOR BIDS UNDER CONSIDERATION**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the owner to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and/ or his employees/ representatives on matters related to the bids under consideration. The owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be necessary. Bidder will not be permitted to change the substance of the bid after the bid has been opened.

**15.0 LOCAL CONDITIONS**

15.1. It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. The owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.

15.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the contract nor any financial adjustments arising

thereof shall be permitted by the owner, which are based on the lack of such clear information or its effect on the cost of the works to the bidder.

**16.0**

**PRELIMINARY EXAMINATION AND EVALUATION:**

16.1

The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

16.2

Prior to the detailed evaluation, the owner will determine the substantial responsiveness of each bid to the bidding document . For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way to the responsibilities or liabilities of the bidder of any right of the owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

16.3

A bid determined as not substantially responsive will be rejected by the owner and shall not subsequently be treated responsive by the bidder by correction of the non conformity by the bidder.

16.4

The "Price bids" of the bidders whose "Techno- commercial bid" found in order & responsive and meets ,the qualification requirements as specified in the bidding documents ,only shall be opened .

16.5

Bid price shall mean the basic price quoted by each bidder in his proposal for the complete scope of works.

16.6

The owner may waive any minor informity or non- conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

16.7

The owner will evaluate and compare the bids previously determined to be substantially responsive, pursuant to manner specified above, for each package separately .No bid will be considered if the complete requirements covered in the package is not included in the bid.

**17.0**

**AWARD OF CONTRACT**

17.1

Notification of award of contract will be made in writing to the successful bidder(s) by the owner.

17.2

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

- required in these specifications and documents. However, the owner may waive any minor formalities or irregularities in the bid.
- 17.3 The contract will be awarded to first lowest responsive bidder after having discussions & negotiations with him, for ascertaining the reasonable price for tendered work. However where the prices quoted / agreed by such first lowest bidder, even after negotiation, is considered higher, the competent purchase committee / authority may offer a still lower price, considered reasonable to all qualified participating bidders including first lowest one. On acceptance of such price by one or more bidders, the contract would be awarded to bidder standing lowest among those counter offer prices) as per original comparative statement.
- 18.0 CONTRACT QUALITY ASSURANCE**
- 18.1. The bidder shall include in his proposal the quality assurance program containing the overall quality management and procedure which he proposes to follow in the performance of the works during various phases as detailed in relevant clause of the General Technical Conditions and Specification of Volume-II.
- 18.2 At the time of award of contract, the detailed quality assurance program to be followed for the execution of the contract will be mutually discussed and agreed to and such agreed program shall form a part of the contract.
- 19.0 INSURANCE**
- The bidder's insurance liabilities pertaining to the scope of works are detailed out in clause titled "Insurance" in "General Conditions of Contract and in Erection Conditions of contract" of Volume-II. Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the contract.
- 20.0 MAINTENANCE TOOLS AND TACKLES**
- The proposal shall include all special tools and tackles required for the operation and maintenance of the equipment in each equipment package. The bidder shall indicate all the above items in the proposal sheets in the form of a schedule giving therein the description and the quantity of each item. The price to be quoted in "G" schedule by the bidder shall include prices of these tools and tackles. These tools and tackles shall be delivered at site alongwith the last consignment of equipment and in no case earlier than this unless other wise specified in the Technical Specification.
- 21.0 AMENDMENT IN SPECIFICATIONS**
- The Superintending Engineer(O&M), JVVNL, ----- may revise / amend the specification prior to the date notified for opening of the Bids. Such revision or amendment, if any will be communicated to all the Bidders in writing.
- 22.0 GENERAL**
- 22.1 Purchase of a copy of this specification by the bidder is essential for the consideration of his Bid. Only one Bid will be accepted against each copy of the specification purchased. This specification is not transferable. The cost of specification will not be refunded under any circumstances.
- 22.2 The bidder shall treat the details of the specification and other Bid documents as private and confidential and shall not reproduce without the written authorisation of the NIGAM.

- 22.3 The NIGAM does not bind itself to accept the lowest or any Bid or any part of the Bid and shall not assign any reason(s) for the rejection of any Bid or a part thereof.
- 22.4 The fact of submission of Bid to the NIGAM shall be deemed to constitute an agreement between the Bidder and NIGAM whereby such Bid shall remain open for acceptance by the NIGAM and Bidder shall not have option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of Bid that his Bid is accepted by the NIGAM, he shall be bound by the terms of agreement constituted by his Bid and such acceptance thereof by the NIGAM, until formal contract of the same Bid has been executed between him and the NIGAM in replacement of such agreement.
- 22.5 The successful Bidder shall have to execute the contract agreement for the proper fulfillment of the contract.
- 23.0 REJECTION OF BIDS**
- 23.1 Any action on the part of the Bidder to revise the rates/prices at his own instance after the opening of the Bid may result in rejection of the Bid and also debar him from submission of Bid to the NIGAM at least for one year.
- 23.2 The owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the owner's action.
- 24.0 SPECIAL CONDITIONS OF CONTRACT**
- Following points are to be given personal attention by the bidder as these play vital role in the contract: -
- 24.1 The contractor shall quote only percentage above or below of B.S.R. prices given in 'G' schedules erection component separately. The quantities indicated in 'G' schedule are only provisional. The actual quantity of material and quantum of work involved shall be based on detailed survey to be conducted by the contractor with Nigam's authorized representative before commencement of the ordered work.
- 24.2 "Time is the essence of agreement". To honour this no time extension will be given in normal condition as the work is to be finished within scheduled time. However extension in work completion time will be considered /granted under force majeure conditions and on account of unforeseen or unavoidable circumstances beyond the control of owner/contractor as specified in this specification . Progress of the work will be examined on pro-rata basis. Priority/ Procedure of the work will be decided by Engineer in-charge.
- 24.3 Any other document, which may deem fit will also be included in the document of agreement even if it is not included in the bidding document.
- 25.0** The bidder shall furnish an undertaking on non-judicial stamp paper amounting Rs.10/- that the work awarded full or any part shall not be sub let to anybody.

**JAIPUR VIDYUT VITRAN NIGAM LIMITED**

**OFFICE OF THE SUPERINTENDING ENGINEER (O&M)  
JAIPUR VIDYUT VITRAN NIGAM LIMITED-----**

**VOLUME – II**

**PART-II**

**GENERAL CONDITIONS OF CONTRACT**

**SECTION-GCC**

**SECTION - GCC**  
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## GENERAL CONDITIONS OF CONTRACT

Notwithstanding anything contained to the contrary in the specification or bid or any subsequent exchange of correspondences, the General Conditions of Contract shall prevail and shall be binding on the contractor and any change or variation expressed or impressed howsoever made shall be inoperative, unless expressly sanctioned by the NIGAM. The contractor shall be deemed to have fully informed himself and to have specific knowledge of the provisions of the General conditions of contract mentioned hereunder.

### **1.0 DEFINITION OF TERMS**

- 1.1 In constructing these general conditions and the annexed specification, the following words shall have the meaning herein assigned to them unless there is anything in the subject or context inconsistent with such construction.
- 1.2 The "Purchaser" shall mean the JAIPUR VIDYUT VITRAN NIGAM LTD represented by Chairman and Managing Director and shall include their legal personnel, representative, successors and assignees. The "Nigam" or "Customer" or "Owner" shall mean the "Purchaser".
- 1.3 The "Bidder" shall mean and include one or more persons or any firm or any Company or Body incorporate who has submitted the Bid in response to "Invitation To Bid"/"Tender Notice".
- 1.4 The "Contractor" or "Supplier" shall mean the Bidder/ Tenderer whose Bid/Tender has been accepted by the NIGAM and shall include the Bidder's heirs, legal representative, successors and assignees approved by the NIGAM.
- 1.5 The "CMD" shall mean the Chairman & Managing Director, JAIPUR VIDYUT VITRAN NIGAM LTD, Jaipur.
- 1.6 The "Engineer" shall mean the Chief Engineer or other Engineer or officer for the time being or from time to time duly authorized and appointed in writing by the NIGAM to act as Engineer or Inspector for the purpose of the contract. In case where no such Engineer has been so appointed, the word "Engineer" shall mean the NIGAM or his duly authorized representative.
- 1.7 "Plant", "Equipment", "Materials", "Stores", "Works", shall mean and include the plant and materials to be provided and work or works to be done by the Contractor under the Contract.
- 1.8 The 'contract' shall mean and include the following :
  1. Invitation of Bid.
  2. Instructions to Bidders.
  3. Bid Form including schedule of prices.
  4. Earnest money receipt/security guarantee.
  5. Letter of Intent and its acknowledgement.
  6. Composite Bank Guarantee for security and performance /obligations.
  7. Formal work order.
  8. Guaranteed test performance and Warranty.
  9. General Conditions of Contract.
  10. Erection Conditions of Contract.
  11. Special instructions.
  12. General Technical Conditions and specification.
  13. Site conditions.
  14. Specification, specific conditions and schedules.
  15. Addenda which may hereafter be issued by the NIGAM, to the Contractor in the form of letter and covering letters and schedule of prices as agreed between the Contractor and the NIGAM.

16. The Agreement to be entered into under Clause 5 of this section.
- 1.9 The "Specification" shall mean the specification, specific conditions annexed to the General Conditions of Contract and the schedules thereto, if any.
- 1.10 The month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
- 1.11 The "Site" shall mean the place or places named in the Contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.
- 1.12 The "Place of delivery" shall mean the place of delivery at which the Contractor/ Supplier is responsible to deliver the materials at the contract price.
- 1.13 The "Test of completion" shall mean such tests as are prescribed in the contract to be made by the Contractor before the Plant is taken over by the NIGAM as per the General Conditions.
- 1.14 "Commissioning" shall mean the satisfactory operation of the plant or equipment specified herein, after all necessary initial checks, adjustments, trials, cleaning and re-assembly required at site, if any, have been completed and the plant has been in continuous and unrestricted commercial use specified for at least thirty (30) days or as otherwise.
- 1.15 "Letter of Intent" shall mean the NIGAM's letter conveying his acceptance of the Bid subject to such reservations as may have been stated therein.
- 1.16 The "Contract price" shall mean the sum named in or calculated in accordance with the provisions of the Contract/purchase or any amendments thereto.
- 1.17 "Formal work order" shall mean the Owner's letter which may be issued in the way of letter of intent containing detailed terms and conditions of the work/supply and such other particulars which the owner may like to convey the Contractor/supplier pending execution of a formal written agreement in accordance with clause 5.0 of this section.
- 1.18 The Consignee shall mean and include the Asstt. Controller of Stores, Store Superintendents and or any other officer / official of the JAIPUR VIDYUT VITRAN NIGAM LTD in the jurisdiction of SE(O&M), JVVNL\_\_\_\_\_ performing the duties of the consignee.
- 1.19 "Commercial Use" shall mean that use of the work which contract contemplate or which it is to be commercially capable.
- 1.20 "Writing " Shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.
- 1.21 The Word "Codes" shall mean the Indian Boiler Regulation and rules made there under with such special modifications which may be agreed upon by the Chief Inspector of Boilers, Rajasthan from time to time which shall also include the Indian Electricity Rules, IS Code of practice and Factory Rules and Regulations applicable in the State of Rajasthan on the date of issue of the letter of intent or such modifications thereof as may be specially stipulated by competent State authorities i.e. Electrical Inspector and Chief Inspector of Factories, Rajasthan.
- 1.22 Words importing "PERSON" shall include firms, companies, corporation and other bodies whether incorporated or not.
- 1.23 Words importing the singular only shall also include the plural and vice versa where the context requires.
- 1.24 Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Sale of Goods Act (No.III of 1930), fulfilling that in the Indian Contract Act (Act IX of 1872) and falling that in the General clauses Act 1897 including amendments thereto.

- 1.25 When the words “approved”, “subject to approval”, “satisfactory”, “Equal to”, “proper” ,“Requested”, “as directed”, “where directed”, “when directed”, “determined by”, “accepted”, “permitted” or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the owner/engineer.
- 1.26 'Works', shall mean and include the supplying of equipment, labour and services, as per the technical specifications and complete erection, testing and commissioning of the equipment including all transportation, handling, unloading and storage at the site as defined in the contract, intended to be executed on a supply and erection basis.
- 1.27 The term 'Equipment Portion' of the contract price shall mean the all adjusted F.O.R. destination value of the equipment.
- 1.28 The term 'Erection Portion' of the Contract Price shall mean the value of field activities of the Contract including erection, testing and commissioning to be performed at site by the Contractor.
- 1.29 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or works under the Contract, and/or the duly authorized representative of the Owner.
- 1.30 'Date of Contract' shall mean the date on which both the parties have signed the Contract Agreement.
- 1.31 'Start-Up' shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and checkout of equipment and supporting sub-systems; initial operation of the complete equipment covered under the Contract to obtain necessary pre trial operation data, perform calibration and corrective action; shut down, inspection and adjustment prior to the trial operation period.
- 1.32 'Initial Operation' shall mean the first integral operation of the complete equipment covered under the Contract with sub systems and supporting equipment in service or available for service.
- 1.33 'Trial Operation' 'Reliability Test', 'Trial run', “Completion Test”, shall mean the extended period of time after the start-up period. During this trial operation period the equipment shall be operated over the full load range. The length of trial operation shall be as determined by the engineer, unless otherwise specified elsewhere in the contract.
- 1.34 'Performance and Guarantee Test', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristic as specified in the contract documents.
- 1.35 The term 'Final acceptance' shall mean the owner’s written acceptance of the works performed under the contract, after successful completion of performance and guarantee tests.
- 1.36 'Guarantee Period/ Maintenance period' shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.
- 1.37 ‘Drawings/ 'Plans’ shall mean all:
- (a) Drawing furnished by the owner/ consultant as a basis for proposals.
  - (b) Supplementary drawings furnished by the owner/consultant to clarify and to define in greater detail intent of the contract.
  - (c) Drawing submitted by the contractor with his proposal provided such drawings are acceptable to the owner/consultant

- (d) Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work ; and
- (e) Engineering data and drawings submitted by the contractor during the progress of the work provided such drawings are acceptable to the engineer.

## **2.0 CONTRACT**

The Contractor and the Nigam shall as soon as possible, unless otherwise agreed upon enter into a signed agreement for the proper fulfillment of the contract. The expenses of completing and stamping the agreement shall be paid by the contractor and the Nigam shall be furnished free of charge with an executed stamped counterpart of the agreement with three copies after the tender/bid has been accepted by the purchaser/owner. All orders/instructions to the contractor shall except as herein otherwise provided, be given by the engineer on behalf of the purchaser/owner.

## **3.0 SCOPE OF CONTRACT**

- 3.1 The scope of the contract including erection inter-alia including testing & commissioning of the work / equipment in accordance with the specification and documents at the proposed site of the work.
- 3.2 The General terms and conditions mentioned herein shall form a part of the specification and documents.
- 3.3 All the works covered by the contract shall be in accordance with the Indian Electricity Act 2003 and the Indian Electricity rules 1956 (latest amended).

## **4.0 CONTRACTOR TO INFORM HIMSELF FULLY**

The Contract shall be considered to have come into force from the date of the issue of Letter of Intent / Letter of Award. The contractor shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings also to have satisfied himself as the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieve the contractor from his responsibility for the supplying of the plant and equipment and executing the work in terms of the contract including all details and incidental works and supply all accessories or apparatus which may not have been specifically mentioned in the contract but necessary for ensuring complete erection and safe and efficient working of the plant and equipment if he has any doubt as to the meaning of any portion of the general and any special conditions of contract and specifications, he shall before offering his bid proposal, set- forth the particulars thereof and submit them to the Engineer in writing in order that such doubt , misunderstanding, misconceptions, whatsoever could be allied.

## **5.0 CONTRACT DOCUMENTS AND AGREEMENTS**

The order placed under this specification shall be governed by the terms and conditions as incorporated in this section of the Specification and as given in the detailed work order and its annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its annexure(s) the latter shall prevail. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Rajasthan Courts only. For the due fulfillment of the contract, the contractor shall execute an agreement in the prescribed form Annexure-B on Rajasthan State Non-

judicial stamp paper bearing stamp duty as applicable. The expenses of completing and stamping the contract agreement shall be borne by the Contractor. Such agreement shall be executed and signed by the competent authority of the contractor on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form alongwith the contract documents together with a 'Power of Attorney" in favour of the Executants shall be required to be returned to the owner within a period of 15 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the purchaser/owner shall be sent to the supplier for his reference. The contract documents shall mean and include the following:

1. Contract agreement alongwith letter of Intent.
2. Work order and its annexures.
3. Instructions to bidders Part-I Volume-II.
4. Bid proposal form and its schedules including price schedule and completion schedules.
5. General Conditions of Contract Part-II Volume-II
6. Erection Conditions of contract Part-III Volume-II
7. General Technical Conditions and Specifications Vol.I
8. Power of Attorney in favour of the signatory.

## **6.0 SECURITY DEPOSIT**

- 6.1 In order to secure/assure due fulfillment of the contract, the successful Bidder(s) upon receipt of preliminary acceptance letter/detailed work order as the case may be shall furnish within a period of 15 days a security deposit equivalent to 2% (two percent) of the contract value (erection cost including associated civil works) through a crossed Bank Draft/pay order/banker's cheque or by way of Bank Guarantee from any scheduled Bank in the prescribed proforma (Annexure-C of GCC) acceptable to the owner on a Rajasthan State Non judicial stamp paper of Rs. 100.00 duly authenticated by a 1<sup>st</sup> Class Magistrate or notary public and directly confirmed by the issuing Bank. Such Bank Guarantee should be valid for a minimum period of 15 months from the date of receipt of award .If required by the NIGAM, the validity of the Bank guarantee shall have to be further extended for such period as desired. The B.G. is to be furnished in whole Rupees with a validity upto last day of the required calendar month. Bank commission charges or any other charges, if any, shall be to the Contractor's account. "In case of invocation of Bank guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan". The Bank guarantee must be from any Nationalized/Scheduled Bank.
- 6.2 Unless otherwise specifically required to be retained/forfeited by the NIGAM, the Security deposit shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of the NIGAM.
- 6.3 If the contractor fails or neglect to observe or perform any of its obligation under the contract, it will be lawful for the NIGAM/owner to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor. No interest shall be payable on such deposits.  
If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM/owner shall be entitled to make other arrangements at the risk and expenses of the contractor

and the Earnest money deposited by the Contractor shall stand forfeited by the NIGAM/owner.

## **7.0 CONTRACT PRICE**

- (a) The lumpsum price with details of price of each item for erection/removal of equipments as mentioned in 'G' schedule of the bid with additions & deletions as may be agreed to in writing before signing of the contract for the entire scope of the work shall be treated as the contract price.
- (b) Prices agreed by the bidder and subsequently termed as contract price shall remain firm and no price variation shall be allowed.

## **8.0 CHANGE OF QUANTITY**

The owner reserves the right to increase or decrease the quantities of items or groups of items as specified in the accompanying technical specifications as may be necessary, during the execution of the contract. Any item can be deleted in total, if not required during execution.

## **9.0 DEDUCTION FROM CONTRACT PRICE**

All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, will be claimed by the owner. All such claims shall be billed by the owner to the contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period, the owner may then deduct the amount, from any payment due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims.

## **10.0 CERTIFICATION OF COMPLETION OF WORKS**

When the whole of the works have been substantially completed and have satisfactorily passed any final test that is prescribed in the contract, the contractor may give a notice to that effect to the Engineer/Engineer's representative accompanied by an undertaking to complete any outstanding work during the period of guarantee. Such notice and undertaking shall be in writing and shall be deemed to be a request by the contractor for the Engineer to issue a certificate of completion in respect of the works. The Engineer shall, within twenty one days of the date of delivery of such notice either issue to the contractor with a copy to the employer, a certificate of completion stating the date on which, in his opinion, the works were substantially completed in accordance with the contract or give instructions in writing to the contractor specifying all the works which, in the Engineer's opinion, requires to be done by the contractor before the issue of such certificate. The Engineer shall also notify the contractor of any defects in the works affecting substantial completion (within twenty one days of completion) to the satisfaction of the Engineer of the works and making good any defects so notified.

## **11.0 CERTIFICATION OF COMPLETION IN STAGES**

- 11.1 Similarly, in accordance with the procedure set out in clause No. 13 above, the contractor may request and the Engineer shall issue a certificate of completion in respect of:

- (a) any section of the permanent works in respect of which a separate time for completion is provided in the contract and
  - (b) any substantial part of the permanent works which has been both completed to the satisfaction of the Engineer and occupied or used by the owner.
- 11.2 If any part of the permanent works shall have been substantially completed and shall have satisfactorily passed any final test that may be prescribed by the contract, the Engineer may issue a certificate of completion of the whole of the works and, upon the issue of such certificate, the contractor shall be deemed to have undertaken to complete any outstanding work in that part of the works during the period of Maintenance.
- 11.3 Provided always that a certificate of completion given in respect of any section or part of the permanent works, before completion of the whole, shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such certificate shall expressly so state.

## **12.0 INSURANCE**

- 12.1 The contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interest of the owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of contractor alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the contractor shall be in a joint name of the owner and the contractor. The contractor shall, however, be authorised to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in freely convertible currency.
- 12.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the contractor. The contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer to title shall not in any way relieve the contractor of the above responsibilities during the period of contract. The contractor shall provide the owner with copy of all insurance policies and documents taken out by him pursuant of the contract. Such copies of documents shall be submitted to the owner immediately after such insurance coverage. The contractor shall also inform the owner in writing at least sixty(60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc. as may be necessary well in time.
- 12.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, flood & earthquake, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks upto and including delivery of goods and other costs till the equipment is

delivered at site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

- 12.4 All costs on account of insurance liabilities covered under the contract will be on contractor's account and will be included in contract price. However, the owner may from time to time during the pendency of the contract, ask the contractor in writing to limit the insurance coverage, risks and in such a cases, the parties to the contract will agree for a mutual settlement, for reduction in contract price to the extent of reduced premium amount. The contractor, while arranging the insurance, shall ensure to obtain all discounts on premium which may be available for higher volume or for reasons of financing arrangement of the project.
- 12.5 The Clause entitled 'Insurance' under this section, covers the additional insurance requirements for the portion of the works to be performed at the site.
- 12.6 STORAGE CUM WORKS INSURANCE:
- 12.6.1 The contractor shall take necessary insurance against loss, damage, theft, pilferage, fire, accident and damages during transit from stores to site for all the materials/good either belonging to him or issued to him by the NIGAM for the purpose of execution of work. The insurance shall also cover for loss, damage, accidents occasioned by the contractor in the course of operation carried out by him for the purpose of complying with his contractual obligations thereof. The insurance shall cover the entire cost of materials, erection & commissioning portion on comprehensive basis during the entire period of contract.
- 12.6.2 The insurance as per clause 12.1& 12.2 shall be in the joint names of the NIGAM and the contractor so that the NIGAM and the contractor are covered for the entire period of contract from the commencement of the contract till handing over all the works completed in all respects to the engineer.
- 12.6.3 All the equipment and materials (including that for tower foundations) being supplied by the contractor shall be kept completely insured by the contractor at his own cost from the time of dispatch from the contractor's works, upto the completion of erection, final checking, testing and commissioning at site and taking over of the line by the owner.
- 12.6.4 Further all the equipment and materials being supplied by the owner for the erection of the lines, shall be kept insured by the contractor against loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning upto the time of taking over the line by the owner.
- 12.6.5 It will be the responsibility of the contractor to lodge, pursue and settle all claims (for all the equipment) with the insurance company in case of any damage, loss, theft, pilferage or fire and the owner shall be kept informed about it. The losses, if any, will have to be borne by the contractor if the claims are not lodged and pursued properly in time or if the same are not settled by the insurance company.
- 12.6.6 The contractor shall replace the lost/ damaged materials promptly irrespective of settlement of the claims by the underwriters and ensure the work progresses as per the agreed schedule(s).  
The contractor shall also ensure the following:-

- i) The insurance premium should be one time paid basis.
- ii) Deductible franchise should be minimum as per insurance rules. In case of any loss to the extent of deductible franchise, the same shall be borne by the contractor.
- iii) The insurance should be valid from the date of start of work and shall remain valid upto 30 days from the date of handing over of the line to Engineer Incharge.
- iv) Insurance policy shall be in joint name of Jaipur Vidyut Vitran Nigam Limited and contractor.
- v) Computerised and stamped insurance policy shall be furnished by the contractor. Insurance cover shall not be acceptable.
- vi) A copy of insurance policy shall invariably be furnished to the Chief Engineer(RP)/concerned Superintending Engineer (O&M) , Jaipur Vidyut Vitran Nigam Limited,-----.
- vii) Insurance policy shall be taken from Jaipur based office of Nationalised Insurance Companies.

#### 12.7 THIRD PARTY INSURANCE:

The contractor shall if and so far as the contract provides indemnify the NIGAM against all losses and claims in respect of injury or damage to property whatsoever while these arise out of or in consequences of the execution of works and against all claims proceedings, damages, costs, charges, expenses whatsoever in respect of or in relation thereto. Accordingly the contractor shall before commencement of execution of the works insure against his liability for material or physical damage, loss or injury which may occur to property including that of the NIGAM, or to any person including any employee of the NIGAM, by or arising out of the execution of the works in carrying out of the contract.

#### 12.8 REMEDY ON CONTRACTOR'S FAILURE TO INSURANCE:

If the contractor shall fail to effect and keep in force insurance referred to in clause 12.1 to 12.3 hereof or any other insurance which he may be required to effect under the terms of contract then the NIGAM may effect and keep in force any such insurance and pay such premium(s) as may be necessary for that purpose and from time to time deduct the amount so paid by the NIGAM as aforesaid from any money due or which may become due to the contractor or recover the same as debt from the contractor.

#### **13.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

- 13.1 The contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause No.40.0 or is deemed under that clause to have been taken over, provided always that the contractor shall not be responsible for any such loss, damage and depreciation occurring during such period that the plant is operated by the owner's staff prior to being taken over in accordance with clause No.40.0
- 13.2 Until the plant is taken over or is deemed to have been taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the owner in respect of all injury to person or damage to property resulting from the negligence of the Contractor or his workman or sub contractors or from defective design or work but not from any other cause.
- 13.3 Provided that the Contractor shall not be liable for any loss or profit or loss of Contract or any other claim made against the owner not already provided for in the contract, not for any injury or damage caused by or arising from the acts of the owner or of any other person or due to circumstances over which the

contractor has no control, not shall his total liability for loss, damage or injury under this clause exceed the total value of the Contract.

- 13.4 The Contractor will indemnify and save harmless the owner against all actions, suits, claims, demands, costs, or expenses arising in connection with injuries (other than such as may be attributable to the owner or his employees) suffered prior to the date when the plant shall have been taken over under clause No. 46.0 hereof by persons employed by the contractor or his sub-contractor on the work, whether at common law or under the workman's compensation Act.1923 or any other statute in force at the date of contract relating to the question of the liability of employees for injuries suffered by employees and will if called upon to do so take out the necessary policy or policies of insurances to over such indemnity.
- 13.5 The contractor shall insure against such liabilities with an insurer approved by the Engineer and shall continue such insurance, during the whole of the time that any person(s) are employed by him on the works and shall when required produce to the engineer or the Engineer's representative such policy of insurance and the receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Engineer is indemnified under the policy, but the contractor shall require such sub-contractor to produce to the Engineer or the Engineer's representative, when required, such policy of insurance and the receipt for the payment of the current premium.

#### **14.0 TIME FOR COMPLETION**

- 14.1 The lines, equipments/ works included in this specification are required to be erected/completed/commissioned within the period specified in enclosed schedule. The bidders are advised to furnish the PERT chart indicating the delivery of individual items so as to commensurate with the erection and commissioning/completion of the work.
- 14.2 The purchaser reserves the right to defer the completion period as indicated in the work order. The period, during which the works have been so deferred, shall not be reckoned as delay in completion in term of clause "Delay in Completion".

#### **15.0 DELAY IN COMPLETION**

- 15.1 The time and the date of delivery/ completion period specified in the work order shall be deemed to be the essence of the contract and the works shall have to be completed not later than the period specified therein. Should the contractor fail to complete the work on order or any part thereof within the specified completion period, the owner shall be entitled at his option.
- (a) To effect recovery for delay in completion of ordered works @ ½ % per week or part thereof subject to maximum of 10% of the total contract value. The progress of completion of ordered works and corresponding delay shall be accounted for on cumulative basis in the manner specified in " Work Completion" "Schedule-5". Accordingly the delay incurred in completion of stipulated work of a particular stage / phase shall be added to next stage / phase work if the same is also delayed and penalty at the rate specified above shall be leviable thereupon. However, in case of timely execution of specified quantum of work in next/ subsequent stage(s)/phase(s), the delay in previous stage(s)/phase(s) shall be nullified and penalty deducted shall be refunded.

- (b) to get completed from elsewhere without giving notice to the contractor on his account and risk, the work not executed without canceling the contract for the work not yet due for completion.
- (c) to cancel the contract or part thereof and if so desired, to get the work completed /executed at the risk and cost of contractor.
- 15.2 Any financial liability arising from and consequent upon the failure of the contractor to adhere to the stipulated completion schedule shall be to the contractor's account.
- 15.3 Adjustment in regard to the amount recoverable if any shall be made from the cash deposits or from the firms dues or by operating the bank guarantee(s) as may be available with Nigam and/or in any other manner as may be deemed appropriate by the purchaser.
- 15.4 **FORCE MAJEURE CONDITIONS:-**
- 15.4.1 If at any time during the continuance of the contract the progress in whole or in part is prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts or any acts of Gods (herein after referred to as events), then provided, a notice and adequate proof of production/ dispatch/ execution having suffered on account of these events, is given within 21 days from the day of occurrence thereof, the provisions of sub-para of this clause shall not be invoked by the owner, provided further that the execution under the contract shall be resumed, as soon as practicable after such event(s) has/ have ceased to exist and the decision of the owner as to whether execution so resumed or not, shall be final and conclusive, provided further that in case the strike/lockout prolongs beyond a period of 30 days the contractor shall immediately inform about it to the owner, in which case the owner reserves the right to procure the material /equipment/ get the work on order or part thereof executed from any other source at the risk and cost of the contractor.
- 15.4.2 Non availability/ scarcity/ non-allocation of raw material shall not constitute as a force majeure condition ' in any case and it will be sole responsibility of the contractor to arrange the raw material for timely execution of the order.
- 15.4.3 The delay in execution due to unforeseen and unavoidable reasons and the circumstances beyond the control of contractor/owner leading to delay in execution may also form force majeure conditions.
- 16.0 **CONTRACTOR'S DEFAULT**
- 16.1 If the contractor neglects to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the engineer in connection with the works or contravenes the provisions of the contract, the owner may give notice in writing to the contractor make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him without prejudice to any other right he may have under the contract, to take the works wholly or in part out of the contractor's hands and re - contract with any other person or persons complete the works or any part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor over the same, and the owner shall be entitled to retain and apply any balance which may be necessary, the payment of the cost of executing the

said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of works is delayed.

16.2 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works as defined in clause 15.0 of this section.

16.3 The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including guarantee period.

**17.0 DELAYS BY OWNER OR HIS AUTHORISED AGENT.**

In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorized agents, then the contractor shall be given due extension of time for the completion of the works, to the extent such omission on the part of the owner has caused delay in the contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Chief Engineer(O&M), JAIPUR VIDHYUT VITRAN NIGAM LIMITED, Jaipur shall be final.

**18.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE**

18.1 The owner reserves the right to terminate the contract either in part or in full due to reasons other than those mentioned under clause entitled contractor's default. The owner shall in such an event give fifteen days (15 days) notice in writing to the contractor of his decision to do so.

18.2 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner on maintenance protection and disposition of the work acquired under the contract by the owner.

18.3 In the event of such a termination the contract shall be cancelled without any liability on either side.

18.4 If the contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the contractor is a partnership concern and one of the partners dies, then unless the owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract the owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased contractor of the contract, The decision of the owner that the legal representatives of the deceased contractor or surviving partners of the contractor's firm cannot carry out and complete, the owner shall not hold the estate of the deceased contractor and / or the surviving partners of the estate of the deceased contractor and /or the surviving partners of the contractor's firm liable to damages for not completing the contract.

**19.0 CHANGE OF NAME OF THE BIDDER/CONTRACTOR**

- 19.1 At any stage after Biding, the Owner shall deal with the Contractor only in the name and at the address under which he has submitted Bid. All the liabilities/responsibilities for due execution of the Contract shall be that of the Contractor and in no circumstance, he shall be relieved of any obligations under the Contract. The Owner may, however, at his discretion deal with the, Agents/ Representatives/ Distributors/ Manufacturers/ Associates/ Principals/ Sister concerns and such dealings shall not absolve the Contractor(s) from his responsibilities/ obligations/ liabilities to the Owner under the contract.
- 19.2 Any change/Alteration of name / Constitution / Organization of the Contractor shall be duly notified to the Owner and the Owner reserves the right to determine the Contract, in case of any such Notification. In the event of such determination, the Owner may effect to conclude the execution of balance work from elsewhere at the risk and cost of the Bidder/Contractor.

## **20.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR**

No interim payment certificate of the engineer nor any sum paid on account by the owner nor any extension of time for execution of the works granted by the engineer shall affect or prejudice the rights of the owner against the contractor or relieve the contractor of his obligations for the due performance of the contract, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the owner to pay for alterations, amendments, variations or additional works not ordered, in writing by the engineer or discharge the liability of the contractor for the payment of which he is bound to indemnify the owner nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the contractor against the owner.

## **21.0 SETTLEMENT OF DISPUTES**

- 21.1 All disputes, differences, questions whatsoever so arising between the owner & contractor upon or in relation to or in connection with contract shall be deemed to have arisen only at Jaipur(Rajasthan.) and no court other than court in Jaipur shall have jurisdiction to entertain the same.
- 21.2 The NIGAM has constituted settlement committee to mutually settle any dispute /difference of opinion or perception /mis-understanding or mis-interpretation. For the disputed amount up to Rs.2.5 Lac the case may be referred to the CE level settlement committee and if the disputed amount is more than 2.5 Lac the case shall be referred to the corporate level settlement committee. The non refundable fees for referring the case to the settlement committee is as given below:
- |   |           |
|---|-----------|
| i) Reference fee for CE level settlement committee -                  | Rs.300/-  |
| ii) Reference fee for corporate level settlement committee-           | Rs.3000/- |
| iii) Fee for review of cases by corporate level settlement committee- | Rs.5000/- |
- 21.3 The settlement committee fees as shown above shall be deposited in cash/demand draft /pay order with the Accounts Officer (O&M) JVVNL, ----- and shall furnish receipt thereof with a request for referring their disputes to the settlement committee for decision.

## **22.0 MEASUREMENT**

### **22.1 QUANTITIES**

The quantities set out in the bill of quantities/Bid documents are only estimated quantities of work. They are not to be taken as the actual and correct quantities of the works to be executed by the contractor in fulfillment of his obligations under the contract. The measurement of actual quantity used will be taken for payment. For calculating the length of conductor and earthwire used the span length will be measured and an additional quantity as mentioned in Technical specification will be allowed towards sag and jumpering etc. No wastage shall be allowed in any material.

## **22.2 WORKS TO BE MEASURED**

The Engineer shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the contract of work done in accordance with the contract. He shall, when he requires any part or parts of the works to be measured, give notice to the contractor's authorised agent or representative, who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement and shall furnish all particulars required by Engineer. Should the contractor not attend or neglect or omit to send such agent, then the measurement made by the Engineer shall be taken to be the correct measurement of the work.

## **23.0 GRAFTS AND COMMISSIONS ETC.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on its or their behalf in relation to the obtaining or to the execution of this or any other contract with the owner, shall be, in addition to any criminal liability which it may incur, subject of any loss or damage to the owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any moneys otherwise due to the contractor under the contract.

## **24.0 LANGUAGE AND MEASURES**

All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the contract.

## **25.0 RELEASE OF INFORMATION**

The contractor shall not communicate or use in advertising, publicity, sales, releases or in any other medium photographs or other reproduction of the works under this contract, or description of the site, dimension, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the owner.

## **26.0 CONSTRUCTION OF THE CONTRACT**

26.1 Notwithstanding anything stated elsewhere in the bid documents, the contract to be entered into will be treated as erection contract. The contract will relate to the storage of material /equipments issued and thereafter its due utilization by

erection, construction, testing, commissioning etc, as defined in the bid documents.

26.2 The contract shall in all respects be constructed and governed according to Indian Laws.

**27.0 COMPLETION OF CONTRACT**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the guarantee period as provided for under the clause entitled 'Guarantee' in this section of the Volume -I.

**28.0 ENFORCEMENT OF TERMS**

The failure of either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have.

**29.0 ENGINEER'S SUPERVISION AND DECISION**

29.1 All the work shall be carried out under the direction and to the reasonable satisfaction of the Engineer. The contractor, shall be responsible for the correctness of the positions, levels and dimensions of the works according to the drawings notwithstanding that he may have assisted by the Engineer in setting out the same.

29.2 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificate, the engineer shall, if required to do so by the contractor, give in writing a decision thereon.

29.3 If in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the aforesaid allotted time will be considered as acceptance of the engineer's decision and the decision shall be final and binding.

29.4 The engineer's decision and the filing of the written objection thereto shall be the right to request arbitration. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the engineer as passed shall be promptly adhered to.

**30.0 COMMENCEMENT OF WORKS, PROGRAMME OF WORKS, TIME FOR COMPLETION ETC.**

30.1 Programme Of Works

(i) The contractor shall on award of the contract subject to provisions in the conditions of contract submit to the Engineer for approval, a programme showing the sequential order of procedure in which he proposes to carry out the works. The contractor shall whenever required by the Engineer/Engineer's representative also provide in writing for his information a general description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.

(ii) If at any time, it should appear to the engineer that the actual progress of works is not in consistency with the approved programme referred to in

clause No.30.1 (i) above, the contractor shall produce at the request of the Engineer, a revised programme showing the modifications to the approved programme necessary to ensure completion of the works within the time for completion as defined in clause No.30.3 hereof.

- (iii) The submission to and approval by the Engineer/Engineer's representative of such programme(s) or furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.
- (iv) The contractor shall be required to carry out and complete the survey work and to also furnish 'Action Plan' indicating the monthwise schedule for execution of ordered work alongwith material procurement plan, within the stipulated commencement period.

#### 30.2 Commencement Time And Delays

The contractor shall commence the works on site within the period specified in clause No. 30.1(i) and after the receipt by him of a written order to this effect from the Engineer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or be wholly beyond the contractor's control.

#### 30.3 Time For Completion

Subject to any requirement in the contract as to the completion of any section of the works before completion of the entire work the whole of the works shall be completed, in accordance with clause No. 14.0 hereof within the time stated in the contract calculated from the last day of the period specified in clause No. 30.1(i) as that within which the works are to be commenced, or such extended time as may be allowed under clause No. 30.4 hereof.

#### 30.4 Extension Of Time For Completion

Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions or other special circumstances of any kind whatsoever which may occur, other than through a default attributable the contractor, be such as fairly to entitle the contractor to an extension of time for the completion of the works, the engineer shall determine the period of such extension and shall notify the owner and contractor accordingly provided that the Engineer is not bound to take into account any extra or additional work and any extra financial liability whatsoever or other special circumstances unless the contractor has within twenty eight days after such work has commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Engineer's representative full and detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time.

#### 30.5 No Night Work Or Work On Sundays And Holidays

Subject to any provision to the contrary contained in the contract, none of the permanent works shall, save as hereinafter provided be carried on during the night or on Sunday or on other declared holidays or other locally recognised days of rest, except when the work is unavoidable or is absolutely necessary for the saving of life or property or for the safety of the works in which case the contractor shall advise the Engineer's representative accordingly and obtain written permission thereof, if necessary.

### 30.6 Rate Of Progress

If for any reason, which does not entitle the contractor to an extension of time, the rate of progress of the works or any section is at any time in the opinion of the Engineer, too slow to ensure completion by the prescribed time or extended time for completion, the Engineer shall so notify the contractor in writing and the contractor shall there upon take such steps as are necessary and the Engineer may approve to expedite progress so as to complete the works or such section by the prescribed time or extended time. The contractor shall not be entitled to take additional payment for taking such steps. If, as a result of any notice given by the Engineer under this clause, the contractor shall seek the Engineer's permission to do any work on Sundays or other holidays or other locally recognised days of rest.

### 30.7 Disruption Of Progress

- (i) The contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed or disrupted, unless any further drawing or order including a direction, instruction or approval is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.
- (ii) If, by reason of any failure or inability of the Engineer to issue within a reasonable time in all the circumstances any drawing or order requested for by the contractor in accordance with clause No. 30.7(i) above, the delay suffered by the contractor shall be taken into account in determining any extension of time to which the contractor is entitled under clause No. 30.4.

### 30.8 Suspension Of Work

- (i) The contractor shall on the written order of the Engineer, suspend the progress of the works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work, so far it is necessary in the opinion of the Engineer. The extra cost incurred by the contractor in giving effect to the Engineer's instructions under this clause shall be borne and paid by the owner, unless such suspension is:
  - (a) otherwise not provided for in the contract.;
  - (b) necessary by reason of some default on the part of the contractor or
  - (c) necessary by reason of climatic conditions on the site or.
  - (d) necessary for the proper execution of the works or for the safety of works or any part thereof in so far as such necessity does not arise from any act or default by the Engineer/Engineer's representative or from any of the expected risks defined in clause No. 12(insurance) thereof.

- ii) Provided that the contractor shall not be entitled to recover any such extra cost unless he gives written notice of his intention to claim to the Engineer within thirty days of the Engineer's order. The Engineer shall settle and determine such extension of time under clause No. 30.4 above to be made to the contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable.

**31.0 POWER TO VARY OR OMIT WORK**

- 31.1 No alterations, amendments, omissions, suspensions or variations of the work (hereinafter referred to as variation) under the contract as detailed in the contract documents, shall be made by the contractor except as directed in writing by the engineer but the engineer shall have the full powers subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract. The contractor shall carry out such variation and be bound by the same conditions as far as applicable as through the said variation occurred in the contract documents. If any suggested variations would, in the opinion of the contractor if carried out, prevent him from fulfilling any of his obligations or guarantee under the contract, he shall notify the engineer thereof in writing and the engineer shall decide forthwith, whether or not the same shall be carried out and if the engineer confirms his instructions, contractor's obligations and guarantee shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the contract price as the case may be.
- 31.2 In the event of the engineer requiring any variations, such reasonable and proper notice shall be given to the contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done require to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.
- 31.3 In any case in which the contractor has received instructions from the engineer as to the requirements of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the contractor involve a claim for additional payments the contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the engineer to that effect, but the engineer shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the engineer.
- 31.4 If any variation in the works results in reduction of contract price the parties shall agree, in writing for the same, before contractor proceeds further.
- 31.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the engineer shall prevail.
- 31.6. Notwithstanding anything stated above in this clause, the engineer shall have the full power to instruct the contractor in writing during the execution of the contract to vary to quantities of the items or groups of items in accordance with the provisions of clause entitled change of quantity in section INB of this Volume II. The contractor shall carry out such variations and be bound by the same conditions, and the said variations occurred in the contract documents. However the contract price shall be adjusted at the rates and the price provided for the original quantities in the contract.

**32.0 GUARANTEE**

- (a) A Bank guarantee towards performance from any scheduled Bank for an amount equivalent to 10% of the contract value (erection cost including associated civil works) on the Rajasthan State Non judicial stamp paper of Rs. 100.00 duly authenticated either by a first class Magistrate or Notary Public or directly confirmed by the issuing Bankers shall be furnished. Such guarantee shall be valid for a period of minimum 24 month from the date of receipt of award . Such performance bank guarantee shall be released only after expiry of satisfactory performance period i.e. 12 months from the handing /taken over of the executed works upto the entire satisfaction of owner. The Supplier shall have to extend the validity period of the Bank guarantee, as and when required by the purchaser to take care of the performance period (original /extended as the case may be). Such Bank guarantee should remain valid upto the last day of the Calendar month and be furnished in whole Rupees. "In case of invocation of Bank guarantee issuing Bank must authorize for entertaining the case at the sister branch located in Rajasthan". The Bank guarantee must be from any Nationalized/ Scheduled Bank.
- (b) The performance guarantee shall cover additionally the following guarantee to the owner:
- (i) The successful bidder guarantees the successful and satisfactory operation of the equipment supplied and erected under the contract, as per the specifications and documents.
- (ii) The successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the owner fully remedy, free of expenses to the owner, such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Conditions of Contract.
- (c) The performance guarantee is intended to secure the performance of the entire contract. However, it is not to be constructed as limiting the damages under clause entitled "Performance Guarantee" in section General Technical Conditions and Specification Volume-II and damages stipulated in other clauses in the bid documents.

### **33.0 DEFENCE OF SUITS**

If any action in court is brought against the owner or engineer or an office or agent of the owner. for the failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contractor for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his subcontractors, workmen, contractors or employees, the contractor shall in all such cases indemnify and keep the owner, and the engineer and/ or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

### **34.0 LIMITATION OF LIABILITIES**

The final payment by the owner in pursuance of the contract shall mean, the release of the contractor from all his liabilities under the contract. Such final payment shall be made only at the end of the guarantee period as detailed in clause "32" above and till such time as the contractual liabilities and

responsibilities of the contractor, shall prevail. All other payments made under the contract shall be treated as on-account payments.

### **35.0 TESTS ON COMPLETION**

Where possible all tests shall be carried out before shipment./dispatch Should, however, it become necessary for the final tests as to performance and guarantees to be held over until the plant is erected at site they shall be carried out in the presence of the contractor's representative within such time as may be considered reasonable by the owner. On the completion of erection, should field tests indicate the equipment fails to meet guarantees, the contractor shall make necessary changes and corrections and assure full responsibility and take necessary steps to ensure compliance by the equipment of the prescribed guarantees within two(2) months from the date of notification or within such reasonable time as may be decided by the owner. If however the defect is due to the Contractor, he shall repay to the owner all reasonable expenses which he may be put to by such re-tests over and above the rejection of defective plant.

### **36.0 TAXES, PERMITS AND LICENCES**

The contractor shall be liable and pay all imported items/equipment taxes, duties, levy, lawfully assessed against the owner or the contractor in pursuance of the contract. In addition the contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the contractor for his personal income and property only.

### **37.0 PROGRESS REPORTS**

During the various stages of the works in the pursuance of the contract, the contractor shall at his own cost submit periodic progress reports as may be reasonably required by the engineer with such materials as charts, net-works, test certificates, etc. such progress reports shall be in the form and size as may be required by the engineer and shall be submitted in at least three (3) copies. The contractor shall be required to furnish fortnightly progress report in respect of material procured / supplied and utilized as well as works executed in the

prescribed format SE(TW) and SE(O&M) / XEN(O&M) concerned on regularly basis failing which further inspection of material will not be arranged.

### **38.0 TERMS OF PAYMENTS**

38.1 The terms of payment for erection dismantling works of material and equipments are detailed herein. The payment to the contractor for erection work shall be made by the Sr. Accounts Officer (CPC) JVVNL, Jaipur on the basis of value of bill(s) submitted after fulfillment of the following contractual formalities:

- a) Acceptance of letter of award and signing of Contract Agreement.
- b) Submission of security deposit bank guarantee as per clause no 6.0 above of this section and in the format given at Annexure 'D' GCC.
- c) Submission of an unconditional performance bank guarantee from a scheduled bank towards contract performance guarantee valid for a period of minimum 24 months from date of receipt of award in accordance with clause No. 32.0 of G.C.C. of this Volume -II. and in the format given at Annexure 'E'-GCC.

- (d) Submission of a detailed “PERT CHART” / “ACTION PLAN” based on the Work-Schedule stipulated in the letter of award and the approval by owner.
- 38.2 The payment shall be made as under :-
- (i) 95% payment of the cost of work done,(erection & commissioning ) as measured / certified every month by the Engineer-incharge shall be made against running bills:
  - (ii) Balance 5% payment shall be made against final bill, on completion & commissioning of the total ordered work and submission of work taken over certificate issued by the Engineer-Incharge (concerned Executive Engineer – O&M).
  - (iii) The contractor can raise any number of bills in a month to claim the payment for the erection works in terms of relevant provisions of the specification/order.
- 38.3 Currency of Payment: All payments under the contract shall be made in Indian Rupees only.
- 38.4 The payment will become due and payable by the Nigam on 30<sup>th</sup> (Thirtieth) day from the date of receipt of supplier’s contractor’s bill(s)/ invoice(s) with supporting documents in duplicate in the office of Sr. Accounts Officer (CPC) provided the documents submitted are complete in all respects. No interest on the outstanding payment or extension in work completion period shall however be admissible on account of delay in payments. Concerned Executive Engineer – O&M shall verify and forward the bill submitted by contractor within 15 days form the date of receipt of bill by him.

#### **39.0 MODE OF PAYMENT**

- 39.1 The payment for erection work shall be made to the contractor by the Sr. Accounts Officer (CPC), JVVNL, Jaipur on the basis of value of bill(s) submitted as per provisions of clause 38.0.
- 39.2 The contractor is required to submit all the bills through concerned Executive Engineer (O&M), duly verified, to the Sr. Accounts Officer (CPC), JVVNL, Jaipur for arranging the payment directly to be contractor.
- 39.3 Last 5% amount of contract value of works executed shall be paid against final bill, on satisfactory completion & commissioning of total ordered work and submission of work taken over certificate issued by the Engineer-Incharge as per provision of clause 44.0.

#### **40.0 HANDING OVER/ TAKING OVER**

- 40.1 Where the specification calls for performance tests before commissioning and these have been successfully carried out, the work shall be accepted and taken-over when it has been satisfactorily put into operation on site or within one(1) month of its being ready to put in operation, whichever shall be earlier and the Engineer shall forthwith issue a taking over Certificate. The Taking over certificate shall be issued by concerned Executive Engineer and shall be counter signed by circle Superintending Engineer.
- 40.2 In the event of final or any outstanding tests being held over until the work is erected, such Taking -over Certificate shall be issued subject to the results of such final or outstanding tests to be carried out. in accordance with clause No.35.0 “Tests on completion”.

- 40.3 When the specification calls for tests on site, the work shall be taken over and the Taking over Certificate issued immediately after such tests have been satisfactorily carried out.
- 40.4 If for any reason, other than the default of contractor, such last mentioned tests on site shall not be carried out within one(1) month of notice by the Contractor to the owner of work being ready for test, the work shall be deemed to have been taken over as on the last day of such period and payments due to the contractor on taking-over shall be made, but never-the-less, the Contractor shall if called upon to do so by the owner, but at the owner's expenses, make the said tests during the maintenance period.
- 40.5 The Engineer shall not delay the issue of taking-over certificate contemplated by this clause on account of minor deficiencies of material or defects in the work which do not materially effect the commercial safety and efficient use thereof provided that the contractor shall undertake to make good the same in due course.
- 40.6 Such certificates however shall be deemed to be on account and shall in no way release the contractor from his liabilities and responsibilities in respect of such work including the satisfactory performance of the Tests on completion.
- 40.7 The contractor shall hand over the complete documents related to drawing, design, erection and maintenance etc. in three(3) sets at the time of handing over the work to the Engineer for reference and records.

#### **41.0 BANKRUPTCY**

If the contractor shall die or dissolve or commit any act of bankruptcy or being a Corporation commence to be wound up except for reconstruction purpose of carry on its business under a receiver, the executors, successors or other representative in law of the state of the Contractor or any such receiver, liquidator, or any person in whom the Contract may become vested, shall forthwith give notice thereof in writing to the owner and shall for one (1) month during which he shall take all reasonable steps responsible to prevent stoppage of the works, have the option of carrying out the contract subject to his or their providing such guarantee, as may be required by the Owner but not exceeding the value of the work for the time being remaining as un-executed, provided however, that nothing above said shall be deemed to relieve the contractor or his successors of his or their obligations under the contract under any circumstances. In the event of stoppage of the works, the period of the option under this clause shall be fourteen (14)days only. Provided that, should the above option not be exercised, the Contract may be determined by the owner by notice in writing to the Contractor and it shall be lawful for the Owner to take the work full or in part out of the contractor's hands and re-contract at reasonable prices with any other persons and the Owner shall be entitled to retain and supply any balance which may be otherwise due on the Contract by him to the Contractor, or such part thereof as may be necessary to the payment of the cost of executing such work as aforesaid.

#### **42.0 FURTHER CORRESPONDENCE**

- 42.1 The correspondence related to bid and purchase/work order shall be made with the Superintending Engineer (O&M), JVVNL, \_\_\_\_\_
- 42.2 The correspondences related to execution of ordered works including survey quantity approval, inspection of material & dispatch instruction shall be made with concerned circle Superintending Engineer (O&M).
- 42.3 The correspondence regarding bills & payment etc. shall be made with the Accounts Officer (CPC), JVVNL, Jaipur under intimation to concerned circle Superintending Engineer (O&M).

**43.0 ACCEPTANCE OF THE ORDER**

The acceptance of order shall be conveyed to the Superintending Engineer(O&M), JAIPUR VIDYUT VITRAN NIGAM LIMITED, \_\_\_\_\_, within ten days of the receipt of order failing which it will be presumed that the terms and conditions incorporated in the order are acceptable to the contractor.



**JAIPUR VIDYUT VITRAN NIGAM LTD.  
AGREEMENT**

(On non-judicial stamp paper of Govt. of Rajas than having stamp duty as applicable)

This indenture made at \_\_\_\_\_ on \_\_\_\_\_ this \_\_\_\_\_ day of the Month of \_\_\_\_\_ of the year \_\_\_\_\_ between the Chairman & Managing Director, Jaipur Vidyut Vitran Nigam Ltd. (hereinafter referred to as the Owner) which expression unless the context does not permit includes successors and assigns) of the one part and

(1) To be used in case of Limited Companies

Messers \_\_\_\_\_ a private/ Public Limited Company incorporated \_\_\_\_\_ under the \_\_\_\_\_ companies act and having its Registered office at \_\_\_\_\_ (hereinafter referred to as Contractor which expression unless the context does not permit includes their successors and permitted assigns).

(2) To be used in case of Partnership concerns

Messers \_\_\_\_\_ a Partnership Firm consisting of the following Partners namely:

(Name)	(Age)	(Residence)	(Occupation)
1.			
2.			
3.			
4.			

(hereinafter referred to as Contractor which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assigns) of the second part, witness the as follows:-

(1) The contractor, does by these presents agree to supply and execute/complete the erection work of \_\_\_\_\_ (Name of work) to the Owner and the Owner does agree to purchase and execute/complete the erection work from the Contractor, the material/equipment and erection work as specified in the work order No. \_\_\_\_\_ dated \_\_\_\_\_ and amendment letter No. \_\_\_\_\_ dated \_\_\_\_\_ appended and on the terms & conditions constrained in the said order and amendment

letter. The General terms and conditions of the contract appended hereto are considered a part of this agreement.

(2) The Contractor has deposited Rs. \_\_\_\_\_ (In words Rs. \_\_\_\_\_)

\* (a) In cash, or

\* (b) by furnishing a Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ drawn in favour of \_\_\_\_\_ or

\* (c) by furnishing a Bank Guarantee amounting to Rs. \_\_\_\_\_ towards security and performance obligation of the contract agreement by the Contractor.

(\* delete which is not applicable)

(3) The contractor is also bound to fulfill all the conditions mentioned in the above work order.

(4) The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order.

(5) In case of dispute as to whether any materials supplied are or are not in accordance with specifications set forth in the schedule, the decision of the The Superintending Engineer(O&M), JVVNL,-----shall be final and binding on both the parties.

(6) The delivery shall be effected and completed as per clause No. \_\_\_\_\_ of the work order from the date of this Work Order and amendment letter No. \_\_\_\_\_ dt. \_\_\_\_\_. The first installment of supplies will begin as per clause No. \_\_\_\_\_ of the work order and amendment letter No. \_\_\_\_\_ dt. \_\_\_\_\_ to the work order.

(7) Payment of the work executed under this agreement shall as under :

As per clause No. \_\_\_\_\_ of the Work Order and amendment letter No. \_\_\_\_\_ dt \_\_\_\_\_ to the work order.

(8) If the Contractor fails wholly or in part to fulfill this agreement, the Owner shall be entitled at his discretion to retain the whole or any part of the deposit made by the Contractor under clause (2) and if the loss suffered by the Owner exceeds the amount of said deposit, he will be entitled to recover the said loss from the Contractor.

(9) If any sum remains due or becomes recoverable from the Contractor on account of the non-fulfillment of this agreement or on account of any other reason, the Contractor shall pay the same immediately on demand, the Owner shall be entitled to recover the same from the Contractor as arrears of Land Revenue.

(10) In witness of the due execution of this agreement the parties have hereunder set their hands the day and the year first above written.

Signed and delivered by

In case of Limited/Partnership Shri \_\_\_\_\_ (1)Signature \_\_\_\_\_  
Companies & Firms Designation (2)Signature \_\_\_\_\_

For and on behalf of \_\_\_\_\_ (1) Signature \_\_\_\_\_  
In presence of witnesses (2) Signature \_\_\_\_\_

Signed and delivered by

In case of individuals Shri \_\_\_\_\_ (1) Signature \_\_\_\_\_

Signed and delivered by

In case of Individuals Shri \_\_\_\_\_ (1) Signature \_\_\_\_\_

In the presence of witness:

(1) Shri \_\_\_\_\_ Designation \_\_\_\_\_ (1) Signature \_\_\_\_\_

(2) Shri \_\_\_\_\_ Designation \_\_\_\_\_ (2) Signature \_\_\_\_\_

Signed and delivered by the \_\_\_\_\_ JVVNL

by order and on behalf of the CMD of the Nigam. Jaipur Vidyut Vitran Nigam Ltd,Jaipur.

(Seal to be affixed)

**SECURITY BANK GUARANTEE**

(On non-judicial stamp paper worth Rs.100/- of Govt. of Rajasthan)

The SUPERINTENDING ENGINEER (O&M),  
Jaipur Vidyut Vitran Nigam Limited  
-----  
-----

In consideration of the SUPERINTENDING ENGINEER (O&M), Jaipur Vidyut Vitran Nigam Limited ----- (hereinafter called the Owner or his assigns) having agreed that in respect of order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as contract) placed with M/s. \_\_\_\_\_ having their registered office at \_\_\_\_\_ (hereinafter called the contractor), the contractor need not to furnish security deposit in cash and/or bank draft, We the \_\_\_\_\_ having its head office at \_\_\_\_\_ (hereinafter called the Bank) undertake (and authorise our Branch \_\_\_\_\_ situated at Jaipur (Rajasthan)) to pay the owner on demand the sum or sums of money payable as security deposit by the contractor in respect of Order No. \_\_\_\_\_ dated \_\_\_\_\_ placed by the Nigam with the contractor, subject to the following terms & conditions.

(1) Payment pursuant in this undertaking will be demanded by the owner from the Bank and will be met by the Bank without question in the case in which the Contractor, on receipt of the order and/or after the acceptance of this tender has been communicated to him by the owner ,make default in entering into an agreement or having entered into such Agreement or otherwise the contractor makes default in carrying out the contract thereof. As to whether the occasion or ground is arisen for such demand the decision of the SUPERINTENDING ENGINEER (O&M) or any other officer exercising the powers of SUPERINTENDING ENGINEER (O&M), Jaipur Vidyut Vitran Nigam Ltd. -----shall be final.

(2) The liability of the Bank shall not at any time exceed to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

(3) The undertaking will be determined on \_\_\_\_\_ but will, notwithstanding such determination, continue to be in force till the expiry of 3 months from the date of completion of line against the aforesaid order.

(4) No variation in the terms of tender, acceptance or agreement as between the contractor and the owner made without the owner's consent shall discharge this undertaking.

(5) No indulgence or grant of time by the owner to the contractor without the acknowledgement of the Bank will discharge the liabilities of the Bank under this guarantee.

(6) The guarantee herein contained shall not be affected by any change in the constitution of the contractor.

(7) Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain in force upto \_\_\_\_\_ unless demand or claim in writing is presented on the Bank within 3 months from that date, the Bank shall be released and discharged from all liabilities thereunder. However the validity of the bank guarantee shall be extended as and when required by the Nigam.

(8) All disputes arising under the said guarantee between the Bank and the NIGAM or between the contractor and the Nigam pertaining to the guarantee shall be subject to the jurisdiction of Courts only at Jaipur in Rajasthan.

(9) The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the SUPERINTENDING ENGINEER (O&M), Jaipur Vidyut Vitran Nigam Ltd.-----.

IN WITNESS WHEREOF the Bank has executed these presents the day \_\_\_\_\_ and year \_\_\_\_\_.

Yours

faithfully,

Bankers (EXECUTANT)

Witness:

- 1.
- 2.

ANNEXURE-D (GCC)

**PERFORMA FOR PERFORMANCE BANK GUARANTEE FORM**

(On non-judicial stamp paper worth Rs.100/- of Govt. of Rajasthan)

To,  
The SUPERINTENDING ENGINEER (O&M),  
Jaipur Vidyut Vitran Nigam Ltd..

-----  
-----

Dear Sir,

THIS DEED OF GUARANTEE is made this day \_\_\_\_\_ of \_\_\_\_\_ of the year \_\_\_\_\_ between the SUPERINTENDING ENGINEER (O&M), Jaipur Vidyut Vitran Nigam Ltd,----- (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and the \_\_\_\_\_, having its head office at \_\_\_\_\_ hereinafter \_\_\_\_\_ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.

WHEREAS MESSERS \_\_\_\_\_ (hereinafter called contractor) agreed for -----execution of works to the SUPERINTENDING ENGINEER (O&M), JAIPUR VIDYUT VITRAN NIGAM LTD. ----- -against Work order No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the contractor should furnish a Bank Guarantee \_\_\_\_\_% \_\_\_\_\_ of the total contract value by way of security for erection executing/completing free of cost any erection work that may be required due to defect arising from faulty design and workmanship, so as to make it meet the guarantee and requirements of the contract.

AND WHEREAS at the request of the contractor the Bank has agreed to execute these present.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Bank hereby guarantees to the SUPERINTENDING ENGINEER (O&M), JAIPUR VIDYUT VITRAN NIGAM LIMITED,----- the fulfillment by the

contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the contractor to timely execute /complete erection work of good quality and workmanship and the bank further guarantees to the JAIPUR VIDYUT VITRAN NIGAM LTD. that the contractor shall substitute and execute /complete free of cost, any additional work that may be required due to defects arising from faulty design and workmanship and the Bank undertakes to indemnify and keep the SUPERINTENDING ENGINEER (O&M), JAIPUR VIDYUT VITRAN NIGAM LTD,-----, indemnified to the extent of Rs. \_\_\_\_\_ (in words Rupees \_\_\_\_\_) against any loss or damage that may be caused to or suffered by the JAIPUR VIDYUT VITRAN NIGAM LTD. by reason of any failure by the contractor to timely supply material and executing/completing erection work of good quality and workmanship as aforesaid and further undertake to pay to the SUPERINTENDING ENGINEER (O&M), JAIPUR VIDYUT VITRAN NIGAM LTD,-----, on demand a sum not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the event of the contractor failing or neglecting to perform and discharge the aforesaid duties and obligations on their part to be observed and performed under the said contract.

The decision of the SUPERINTENDING ENGINEER (O&M), JAIPUR VIDYUT VITRAN NIGAM LTD.,----- as to whether the contractor has failed or neglected to perform or discharge their duties and obligations as aforesaid and as to the amount payable to the SUPERINTENDING ENGINEER (O&M), JAIPUR VIDYUT VITRAN NIGAM LTD.,----- by the Bank herein shall be final and binding on the Bank.

2. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the obligations to the JAIPUR VIDYUT VITRAN NIGAM LTD. under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the JAIPUR VIDYUT VITRAN NIGAM LTD. will have no right under this guarantee after 12 months from the date of completion/ commissioning/taking over of the line, provided further that if any, claim arises by virtue of this guarantee before the aforesaid date, the same shall be enforceable against this bank notwithstanding the fact that the same is enforced after the aforesaid date.

3. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.

4. The SUPERINTENDING ENGINEER (O&M), JAIPUR VIDYUT VITRAN NIGAM LTD.,----- shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by the NIGAM against contractor and either to enforce or forebear from enforcing any of terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of the JAIPUR VIDYUT VITRAN NIGAM LTD. of the liberty with reference to the matter aforesaid or by the reasons time being given to the contractor or any other forbearance, act or omission on the part of the JAIPUR VIDYUT VITRAN NIGAM LTD. to the contractor or by any other matter or thing whatsoever which under the law relating to the sureties shall but for this provision have the effect of so releasing the bank from such liability.
5. The decision of the concerned SUPERINTENDING ENGINEER (O&M) or any other officer exercising his powers shall be the final.
6. The Bank further undertake not to revoke the guarantee during its currency except with the previous consent of the SUPERINTENDING ENGINEER (O&M), Jaipur Vidyut Vitran Nigam Ltd.,----- in writing.
7. All disputes arising under the said guarantee, between the Bank and the Nigam or between the contractor and the Nigam pertaining to the guarantee, shall be subject to the jurisdiction of Courts, only at Jaipur in Rajasthan alone.
8. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain in force upto \_\_\_\_\_ unless demand or claim in writing is presented on the Bank within six months from that date, the Bank shall be released and discharged from all liabilities thereunder. However the validity of the bank guarantee shall be extended as and when required by the Nigam.

IN WITNESS WHEREOF THE BANK HAS executed these presents the day and year written above.

We authorise our Branch situated at Jaipur (Rajasthan) address \_\_\_\_\_ to pay to JVVNL on demand, the amount of performance bank guarantee.

Yours faithfully,  
Bankers(Executant)

Signed by the above named Bank in presence (Name and Address)  
Witness 1.

Witness 2.

Attested by Notary Public or First Class Magistrate or directly confirmed by the executing bank.

Note: In case the contract is awarded to a joint venture, the contract performance bank guarantee shall be in the name of the joint venture covering all partners of the joint venture, not in the name of the lead partner or any partner(s) of the Joint Venture alone.

APPENDIX-1(GCC)

## **DETAILS OF PROGRESS**

1. Details of progress achieved during I/II fortnight of month \_\_\_\_\_
2. Order No. and Date \_\_\_\_\_
3. Name of Line : \_\_\_\_\_

(A)	S.No	Erection activity (All)	Unit	Total work involved	Work done upto last fortnight	Work done during fortnight	Total work done upto this report	Balance work to be done	Remarks
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

(B) Details of work done (activity-wise)

SIGNATURE OF THE CONTRACTOR

CHECK LIST  
CONTRACT AGREEMENT

- 1) Required stamp paper of Rs. 1000/- (Non judicial stamp paper of Rajasthan Government)
- 2) Stamp paper should be in the name of firm
- 3) Stamp paper should be valid (should not be old more than six month)
- 4) Should be in triplicate
- 5) Contract agreement should be according to our prescribed format
- 6) The enclosures should be attached as required by Work Order
- 7) All the pages of agreement alongwith its enclosures should be signed by the authorized signatory
- 8) The clause Number of work order should be recorded in the blank space wherever required alongwith other information like work order No., details of firms, details of deposit etc.
- 9) The agreement should be witnessed by the two persons alongwith their name and address
- 10) The Power of Attorney in respect of authorized signatory should be attached with the contract agreement duly attested by first class magistrate or Notary Public on Non judicial stamp paper of Rs. 100/- or as provided in stamp and registration Act, bearing the seal of stamp paper issuing authority to firm alongwith seal and signature of issuing authority.
- 11) The power of attorney should be witnessed by two persons alongwith their name and address
- 12) The Power of Attorney should be in triplicate
- 13) The Manufacture's Warranty should be enclosed with the contract agreement in triplicate if required as per work order, duly attested by Notary Public.
- 14) The contract agreement is to be executed between the Chairman & Managing Director, JVVNL, Jaipur and the firm.

CHECK LIST  
COMPOSITE BANK GUARANTEE (SBG/PBG)

- 1) The non judicial paper be of Rs. 100/- purchased in the name of executant Bank.
- 2) The guarantor Bank should be scheduled Bank/Nationalised Bank.
- 3) The stamp paper should be valid on the date.
- 4) The composite Bank Guarantee should equivalent to 2% amount of contract (total work order ) value in case of security bank guarantee and equivalent to 5% amount of contract (total work order value in case of performance bank guarantee.
- 5) The non-judicial stamp paper should bearing the seal of stamp paper issuing authority to Bank along with his seal and signature of issuing authority.
- 6) The Bank guarantee should be attested by First class Magistrate/ Notary Public or bearing the direct bank confirmation.
- 7) The Bank guarantee should be witnessed by the two persons along with their name and addresses related to the bank.
- 8) The validity period of Bank guarantee along with grace period should also be clearly mentioned grace period of three months in SBG and Six month in PBG is to be mentioned.
- 9) The Bank guarantee/ Extension of bank guarantee should be according to our prescribed format.
- 10)The Bank guarantee should be addressed to the SUPERINTENDING ENGINEER (O&M), JVVNL, -----.

**JAIPUR VIDYUT VITRAN NIGAM LIMITED**  
**OFFICE OF THE SUPERINTENDING ENGINEER (O&M)**  
**JAIPUR VIDYUT VITRAN NIGAM LIMITED-----**

**Volume II**

**(Part-III)**

**ERECTION CONDITIONS OF CONTRACT**

**(ECC)**

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## **ERECTION CONDITIONS OF CONTRACT (ECC)**

### **1.0 GENERAL**

1.1 The following shall supplement the conditions already contained in the other parts of their Specification and documents and shall govern the portion of the work of this Contract to be performed at Site.

1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at Site. Such person shall function from the Site Office of the Contractor during the pendency of Contract.

### **2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES**

2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made thereunder in respect of any employee or workman employed or engaged by him or his Sub-Contractor.

2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by the Owner, shall be to the account of the Owner. Should any such inspection or registration need to be rearranged due to the fault of the Contractor or his Subcontractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

### **3.0 OWNER'S LIEN ON EQUIPMENT**

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

### **4.0 INSPECTION, TESTING AND INSPECTION CERTIFICATES**

The provisions of the clause entitled Inspection, Testing and Inspection Certificates under General Technical Conditions and Specifications shall also be applicable to the erection portion of the Works. The Engineer in Charge (Nodal Officer) shall have the right to re-inspect any equipment though previously inspected and approved by owner's representative at the Contractor's works, before and after the same are erected at Site. If by the above inspection, the Engineer in Charge (Nodal Officer) rejects any equipment, the Contractor shall make good for such rejections either by replacement or modification / repairs as may be necessary to the satisfaction of

the Engineer in Charge (Nodal Officer). Such replacements will also include the replacements or re-execution of such of those works of other Contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's work.

## 5.0 **ACCESS TO SITE AND WORKS ON SITE**

5.1 Suitable access to the Site shall be afforded to the Contractor by the Owner in reasonable time.

5.2 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer in Charge (Nodal Officer) or his representative.

## 6.0 **CONTRACTOR'S SITE OFFICE ESTABLISHMENT**

The Contractor shall establish a Site Office at the Sites and keep posted an authorised representative for the purpose of the Contract. Any written order or instruction of the Engineer in Charge (Nodal Officer) or his duly authorised representative shall be communicated to the said authorised resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

## 7.0 **CONTRACTOR'S REPRESENTATIVE AND WORKMAN:**

If supervision of erection or complete erection be included then the contractor shall employ at least one competent representative, whose name or names shall have previously been communicated in writing to the Engineer by the contractor to superintend the erection of the plant and carrying out of the works. The said representative or if more than one shall be employed then one of such representative shall be present on the site during working hours and any written orders or instructions which the Engineer or his duly authorised representative (whose name shall have been previously communicated in writing to the contractor) may give to the said representative of the contractor shall be deemed to have been given to the contractor, and the contractor shall remove the person so objected to, upon receipt from the Engineer a notice in writing requiring him to do so, and shall provide in his place a competent representative at the contractor's expenses.

## 8.0 **DISCIPLINE OF WORKMEN**

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

## 9.0 **CONTRACTOR'S FIELD OPERATION**

9.1 The Contractor shall keep the Engineer in Charge (Nodal Officer) informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer in Charge (Nodal Officer) shall not relieve the Contractor of any of responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer in Charge (Nodal Officer) or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

9.2 The Contractor shall have the complete responsibility for the conditions of the Work-Site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the Engineer in Charge (Nodal Officer) is not intended to include review of Contractor's safety measures in, or of near the Work-Site, and their adequacy or otherwise.

## 10.0 **CHECKING OF INSPECTED MATERIAL BEFORE USE**

Before use of inspected equipments/ material for erection/commissioning, the contractor shall get verified the intactness of seals identification of the material inspected or cleared for dispatch by our inspecting officer from our Engineer incharge as per inspection report of our inspecting officers. A certificate to this effect and authorizing contractor to use the material ,shall be issued by the Engineer Incharge .Further, the material /equipments, authorized to be used without inspection in special circumstances shall also to be got checked & verified by the Engineer Incharge and a certificate issued from him authorizing the contractor to use the same.

## 11.0 **MAN-POWER REPORT**

11.1 The Contractor shall submit to the Engineer, on the first day of every month, a man-hour schedule for the month, detailing the man-hours scheduled for the month, skill-wise and area-wise.

11.2 The Contractor shall also submit to the Engineer, on the first day of every month, a man power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.

## 12.0 **PROTECTION OF WORK**

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Owner or the Engineer in Charge (Nodal Officer) for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the

specification and drawings. Should any such damage to the Contractor's Works occur because of other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's Works the same shall be resolved as per the provisions of the GCC Clause entitled "Cooperation with other Contractors". The Contractor shall not cause any delay in the repair of such damaged Works because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

### 13.0 **EMPLOYMENT OF LABOUR**

13.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years and above the age of 60 years shall be employed.

13.2 All travelling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

13.3 The hours of work on the Site shall be decided by the Owner and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day - Monday to Saturday.

13.4 The Contractor's employees shall wear identification badges while on work at Site.

13.5 In case the Owner becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Owner may make such payments and shall recover the same from the Contractor's Bills.

13.6 **EMPLOYEES PROVIDENT FUNDS:** The contractor shall have to submit a certificate every month that he is an establishment covered under the Employees Provident Fund and Miscellaneous provisions Act, 1952 and is having a separate code number with the provident fund commissioner and also that the provident fund contribution in respect of all the employees employed by him alongwith employer's share of contribution etc. is being deposited with the provident fund authorities and shall also submit certified photo copies of the challans of deposits. In absence of above, the contractor shall be liable to deposit employees, as well as, Employer's contribution and other charges in respect of all the employees engaged by him for the said work with JVVNL alongwith details of the employees, their wages and the amount of contribution as per JVVNL CPF Rules every month. In case of failure, JVVNL shall be entitled to deduct 16% of the amount from his bills.

## **14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

### **14.1 Tools, tackles and scaffoldings**

The Contractor shall provide all the construction equipments, tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipments covered under the Contract. He shall submit a list of all such materials to the Engineer in Charge (Nodal Officer) before the commencement of pre-assembly at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

### **14.2 First-Aid**

The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid.

### **14.3 Cleanliness**

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

## **15.0 LINES AND GRADES**

All the Works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the Works. Basic horizontal and vertical control points will be established and got verified by the Engineer in Charge (Nodal Officer) at Site at suitable points. These points shall be used as datum for the works under the Contractor. The Contractor shall inform the Engineer in Charge (Nodal Officer) well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer in Charge (Nodal Officer) to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer in Charge (Nodal Officer) at Contractor's expense.

## **16.0 FIRE PROTECTION**

16.1 The work procedures that are to be used during the erection shall be those which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction equipment and materials storage areas in safe containers. Untreated canvas, paper, plastic or other flammable flexible materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable material before moving into the construction or storage area.

- 16.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be of waterproof and flame resistant type. All the other materials such as working drawings, plans etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 16.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.
- 16.4 The Contractor shall provide enough fire protection equipment of the types and number for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment, shall be easy and kept open at all time.

## **17.0 SECURITY**

The Contractor shall have total responsibility for all equipment and materials in his custody stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project Site only with the written permission of the Engineer in Charge (Nodal Officer) in the prescribed manner.

## **18.0 CONTRACTOR'S AREA LIMITS**

The Engineer in Charge (Nodal Officer) will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

## **19.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS**

The Contractor shall ensure that any finds such as relic, antiques, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points, etc., which are marked either with the help of Engineer in Charge (Nodal Officer) shall not be disturbed in any way during the performance of his Works. If, any work is to be performed which disturb such reference, the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

## **20.0 MATERIALS HANDLING AND STORAGE**

- 20.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 20.2 Contractor shall be responsible for examining all the shipment and notify the Engineer in Charge (Nodal Officer) immediately of any damage, shortage, discrepancy, etc. for the purpose of Engineer's information only. The Contractor shall submit to the Engineer in Charge (Nodal Officer) every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the Contractor.
- 20.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer-in-Charge.
- 20.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 20.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are erected and energized. Motor bearings, slip rings, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.
- 20.6 All the electrical equipment such as motors, generators etc. shall be tested for insulation resistance at least once in three months from the date of receipt, till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be open for inspection by the Engineer.
- 20.7 The Contractor shall ensure that all the packing materials and protection devices used for the various equipments during transit and storage are removed before the equipment are erected.
- 20.8 The consumables and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality during storage.
- 20.9 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flameproof covering materials wherever applicable.
- 20.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer in Charge (Nodal Officer) will have the right to get it moved to the area earmarked for the Contractor, at the Contractor's cost.
- 20.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical

equipments such as motors, control gear, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas which the Contractor shall strictly comply with.

## **21.0 CONSTRUCTION MANAGEMENT**

21.1 The field activities of the various contractors executing different contracts for the project will be coordinated by the Engineer in Charge (Nodal Officer) and his decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer in Charge (Nodal Officer) shall not be a cause for extra compensation or extension of time for the Contractor.

21.2 The Engineer in Charge (Nodal Officer) shall hold weekly meetings of all the Contractors working at Site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the Engineer in Charge (Nodal Officer) shall be strictly adhered to in performing his Works. In addition to the above weekly meeting, the Engineer in Charge (Nodal Officer) may call for other meeting either with individual contractors or with selected number of contractors and in such a case the Contractor if called, will also attend such meetings.

21.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contract is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

21.4 The Engineer in Charge (Nodal Officer) shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors as set out earlier.

## **22.0 FIELD OFFICE RECORDS**

The Contractor shall maintain at his Site Office up-to-date copies of all drawings, Specification and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, Specification, supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other Engineering data to indicate as erection conditions of the equipment furnished and erected under the Contract. Such drawings and engineering data shall be submitted to the Engineer in Charge (Nodal Officer) in required number of copies.

## **23.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE**

- 23.1 The Contractor shall bring to Site all equipments, components, parts, materials, including construction equipments, tools and tackles for the purpose of the Works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 23.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the process in or towards the satisfaction of such sum or sums due as aforesaid.
- 23.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer in Charge (Nodal Officer) the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer in Charge (Nodal Officer) to do so then the Engineer in Charge (Nodal Officer) shall have the liberty to dispose off such materials as detailed under Clause 23.2 above and credit the proceeds thereto to the account of the Contractor.

## **24.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY**

- 24.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-contractors and all public and private property including structures, building, other plants and equipments and utilities either above or below the ground.
- 24.2 The Contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer in Charge (Nodal Officer) and the owners of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and/or replacement or protection of such property and utilities.

## **25.0 INSURANCE**

In addition to the conditions covered under the Clause entitled 'Insurance' in General Terms and Conditions of Contract of this Volume-I, the following provisions will also apply to the portion of works to be done beyond the Contractor's own or his Sub-contractor's manufacturing Works.

## **25.1 Workmen's Compensation Insurance**

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employees, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's Compensation : As per statutory provisions

Employee's liability : As per statutory provisions

## **25.2 Comprehensive Automobile Insurance**

This insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Owner's men and damage to the property of others arising from the use of motor vehicles during on or off the Site operations, irrespective of the ownership of such vehicles.

## **25.3 Comprehensive General Liability Insurance**

25.3.1 The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled Defence of Suits under General Terms and Conditions of Contract of this Volume – I.

25.3.2 The hazards to be covered pertain to all the Works and areas where the Contractor, his Sub-contractors, his agents and his employees have to perform work pursuant to the Contract.

25.3.3 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

## **26.0 UNFAVOURABLE WORKING CONDITIONS**

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

## **27.0 WORK & SAFETY REGULATIONS**

- 27.1 The Contractor shall ensure proper safety of all the workmen, materials plant and equipments belonging to him or to owner or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer in Charge (Nodal Officer) as he may deem necessary.
- 27.2 The Contractor will notify well in advance to the Engineer in Charge (Nodal Officer) of his intention to bring to the Site any Container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer in Charge (Nodal Officer) shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer in Charge (Nodal Officer) shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Owner and the Owner shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/ constructed as per the Engineer's instructions.
- Further, any such decision of the Engineer in Charge (Nodal Officer) shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof in to the Site area is forbidden by the Engineer, the Contractor shall use alternative methods with the approval of the Engineer in Charge (Nodal Officer) without any cost implication to owner or extension of work schedule.
- 27.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act-1934, Explosives Act-1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.
- 27.4 All equipment used in construction and erection by the Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation Manual and safety instructions and as per Guidelines/Rules of JVVNL in this regard.
- 27.5 Periodical Examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act-1948, Indian Electricity Act-2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by Engineer in Charge (Nodal Officer) or by the person authorised by him.

- 27.6 The Contractor shall be fully responsible for the safe storage of his and his sub-contractor's radio-active sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material shall be taken care by Contractor.
- 27.7 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Engineer in Charge (Nodal Officer) who will also have right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability.
- 27.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practices/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.
- 27.9 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- 27.10 The Contractor shall not interfere or disturb electricity fuses, wiring and other electrical equipment belonging to the Owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by Engineer in Charge (Nodal Officer) or his authorised representative to handle such electrical equipment.
- 27.11 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
- a) Satisfy the Engineer in Charge (Nodal Officer) that the appliance is in good working condition.
  - b) Inform the Engineer in Charge (Nodal Officer) of the maximum current rating, voltage and phases of the appliances.
  - c) Obtain permission of the Engineer in Charge (Nodal Officer) detailing the sockets to which the appliances may be connected.
- 27.12 The Engineer in Charge (Nodal Officer) will not grant permission to connect electric load until he is satisfied that;
- a) The appliance is in good condition and is fitted with suitable plug.
  - b) The appliance is fitted with a suitable cable having two earth conductors one of which shall be an earthed metal sheath surrounding the cores.
- 27.13 No electric cable in use by the Contractor/Owner will be disturbed with out prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 27.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer in Charge (Nodal Officer) and a permit to

work shall be issued by the Engineer in Charge (Nodal Officer) or his authorised representative before any repair work is carried out by the Contractor. While working on electric lines/equipments whether live or dead, suitable type and sufficient quality of tools will have to be provided by Contractor to electricians/workmen/officers.

27.15 The Contractors shall employ necessary number of qualified, full time Electricians/Electrical Supervisors to maintain his temporary electrical installations / erections site.

27.16 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ atleast one full time officer exclusively as Safety Officer to supervise safety aspects of the equipments and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-contractors, the Sub-contractor's workmen/employees will also be considered as the Contractor's Employees/workmen for the above purpose.

The name and address of such Safety Officer of Contractor will be promptly informed in writing to Engineer in Charge (Nodal Officer) with a copy to Safety Officer- in-charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

27.17 In case of any accident during the construction/erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in Charge (Nodal Officer) in prescribed form and also to all the authorities envisaged under the applicable laws.

27.18 The Engineer in Charge (Nodal Officer) shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipments. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary appeal against the order of stoppage of work to the Engineer in Charge (Nodal Officer) within 3 days of such stoppage of work and decision of the Engineer in Charge (Nodal Officer) in this respect shall be conclusive and binding on the Contractor.

27.19 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in para 27.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

27.20 It is mandatory for the Contractor to observe during the execution of the works requirements of safety rules which would generally include but not limited to following :

27.21 The Earth Resistance is to be maintained as required under Electricity act/ Rules for transformer and line earthing.

27.22 For line (HT single phase) earthing, the earth wire provided in the pole is to be connected at top to all steel part and at bottom to be connected to earthing provided with Welding and Nut Bolting

### **Safety Rules**

Each employee shall be provided with initial instruction regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.

- a) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- b) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- c) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial locations.
- d) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- e) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- f) The staircases and passageways shall be adequately lighted.
- g) The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guardrails or to clean around energized or moving equipment.
- h) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
- i) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in undated conditions are essential requirements to be fulfilled.
- j) In cases or rock excavation blasting shall invariably be done through licensed blasters and other precautions during blasting and storage / transport of charge material shall be observed strictly.

27.23 The Contractor shall follow and comply with all Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any in conformity between statutory requirement and Safety rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.

27.24 If the Contractor fails in providing safe working environment as per Safety Rules or continues the work even being instructed to stop work by the Engineer in Charge (Nodal Officer) as provided in para 27.18 above, the Contractor shall

promptly pay to JVVNL, on demand by the Owner compensation at the rate of Rs. 5,000/- per day or part thereof till the instructions are complied with and so certified by the Engineer. However, in case of accident taking place-causing injury to any individual, the provisions contained in para 27.23 shall also apply in addition to compensation mentioned in this para.

27.25

If the Contractor does not take all safely precautions and/or fails to comply with the Safety Rules as prescribed by owner or under the applicable law for the safety of the equipment and plant and for the safety to personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or JVVNL employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to owner as per the following schedule :-

a)	Fatal injury or accident causing death	Rs. 1,00,000/- per person	:	These are applicable for death / injury to any person whosoever
b)	Major injuries or accident causing 25% or more permanent disablement to workmen or employees	Rs. 20,000/- per person	:	

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed thereunder or any other applicable laws as applicable from time to time. In case the Owner is made to pay such Compensation, then the Contractor is liable to reimburse the Owner such amount in addition to the compensation indicated above.

27.26

If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by the Owner and no accident occurs then JVVNL may consider the performance of the Contractor and award suitable "ACCIDENT FREE SAFETY MERITORIOUS AWARD" as per scheme as may be announced separately from time to time.

**28.0**

**EXAMINATION OF WORK BEFORE COVERING UP**

28.1

No work shall be covered up or put out of view without the approval of the engineer or the Engineer's representative and the contractor shall afford full opportunity for the Engineer or the Engineer's representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The contractor shall give due notice to the Engineer's representative whenever any such work or foundation is or are ready or about to be ready for examination and the Engineer's representative shall without delay advise the contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

28.2 Uncovering and Making Openings  
The contractor shall uncover any part or parts of the works or make openings in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been covered up or put out of view after compliance of clause 28.1 above, and are found to be executed in accordance with the contract, the expenses of covering, making openings in or through reinstating and making good of the same shall be borne by the owner, but in all other cases, these costs shall be borne by the contractor.

**29.0 REMOVAL OF IMPROPER WORK AND MATERIALS**

The Engineer/Engineer's representative shall during the progress of the works have the power to order in writing from time to time

- a) The removal from the site within such time or times as may be specified in the order of any materials which in their opinion are not in accordance with the contract.
- b) The substitution of proper and suitable material and
- c) The removal and proper re-execution, notwithstanding any previous tests thereof or interim payment therefore, of any work which in respect of materials or workmanship is not accordance with the contract.

In case of default on the part of the contractor in carrying out such an order, the Owner shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the contractor by the Owner or may be deducted by the Owner from any amount due or which may become due to the contractor.

**30.0 SETTING OUT OF WORKS:**

The contractor shall be responsible for the true and proper setting out of the works in relation to the original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as mentioned above of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith. If, at any time during the progress of the works, any error shall appear or arise in the position levels, dimensions, or alignment of any part of the works, the contractor on being required by the Engineer, shall at his own cost, rectify such error to the satisfaction of the Engineer unless such error is based on incorrect data supplied in writing by the Engineer, in which case the expense of rectifying the same shall be borne by the owner. The checking or setting out of or any line or level by the Engineer shall not in any way relieve the contractor of his responsibility for the correctness thereof and the contractor shall carefully protect and preserve all bench-marks, sight rails, pegs and such other thing used in the setting out of the works.

**31.0 MINOR ACCESSORIES FOR COMPLETION OF WORKS:**

Contractor shall supply all minor accessories required for the completion of supply which have not indicated in specification or in purchase order.