

JAIPUR VIDYUT VITRAN NIGAM LIMITED

**OFFICE OF THE SUPERINTENDING ENGINEER (TW)
OLD POWER HOUSE, BANI PARK, JAIPUR-302006.**

(SECTION-I)

INSTRUCTIONS TO BIDDER

(SECTION-INB)

SECTION – INB

TABLE OF CONTENTS

Clause No.	Description	Page No.
1.0	General Instructions	3
2.0	Scope of the Proposal	3
3.0	Qualification Requirements	3
4.0	Submission of Bid	4
5.0	Earnest money deposit(Bid Guarantee)	4-5
6.0	Documents to be enclosed with the bid	6-7
7.0	Information required with the proposal	7
8.0	Receipt and opening of the bids	7-8
9.0	Signature of Bidder	8
10.0	Understanding and Clarification on Documents And Specifications	8
11.0	Effect & Validity of bid	9
12.0	Completion Time	9
13.0	Prices	9-10
14.0	Duties and Taxes	10
15.0	Policy for Bids under Consideration	10
16.0	Quantities	11
17.0	Local conditions	11
18.0	Brand Name	11
19.0	Preliminary Examination and Evaluation	11-12
20.0	Award of contract	12-13
21.0	Contract Quality Assurance	13
22.0	Insurance	13
23.0	Maintenance Tools and Tackles	13
24.0	Amendments in Specification	13
25.0	Drawings, test certificates and Guaranteed technical particulars	14
26.0	General	14
27.0	Rejection of Bids	15
28.0	Special Condition of contract	15
29.0	Annexure A (INB) - Proforma of Bid Bank Guarantee for EMD:	16-17
	• Annexure B (INB) - Bank Guarantee/Verification/Checklist	18

INSTRUCTIONS TO BIDDERS

1.0 GENERAL INSTRUCTIONS

1.1 The Jaipur Vidyut Vitran Nigam Ltd, or any authority designated hereinafter called 'OWNER' will receive bids in respect of equipment to be supplied and erected as set forth in the accompanying specification. All bids shall be prepared and submitted in accordance with these instructions. The Bidder, in his own interest is requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of Contract and Technical specification before filling the Bid proposal form. If he has any doubt as to the meaning of this specification or any portion thereof, he shall before submitting the Bid, refer the same to the Superintending Engineer(TW), Jaipur Vidyut Vitran Nigam Limited, Jaipur 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 his Bid.

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

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 supply and erection activities specified under the accompanying technical specification. It will include the following:

- (a) Detailed design of the equipment,
- (b) Complete manufacture including shop testing prior to dispatch at manufacturer's premises as per contract specifications by the representative of owner.
- (c) Providing engineering drawings, data, operation manual, etc. for the owner's approval.
- (d) Packing and transportation from the manufacturer's works to the site, receipt, storage, preservation and conservation of equipment at the site, pre-assembly, if any, erection, testing and commissioning of all the equipments,
- (e) Reliability tests and performance and guarantee tests on completion of Commissioning.

2.2 Bids not covering the above entire scope of works shall be treated as incomplete and shall be 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 blanks in the Bid and the schedule to the specification shall be duly filled in. The completed forms, schedule(s) shall be considered as part of the contract documents in the case of successful Bidder(s).

4.2

No alteration should be made to the form of the Bid specification and Schedules. The Bidder must comply entirely 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 and shall be signed by a responsible and authorised person. The name, designation and authority of the signatory shall be stated in the Bid.

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 is summarily 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.

4.7

The NIGAM will not be responsible to accept any cost involved in the preparation or submission of Bids.

4.8

Any printed conditions of sale on the Bid shall not be accepted by the NIGAM. The Bidder shall incorporate his conditions of sales, if any, in the text of the Bid itself.

4.9

The bidders are required to follow the under mentioned procedure while submitting the bids.

1. Envelope no. 1 :-

It should contain DD in favour of Sr. A.O. (TW) amounting to Rs. Equivalent to the cost of Tender documents mentioned in the NIT otherwise bids shall not be opened. It shall be super-scribed with "**Tender Cost**".

2. Envelope no. 2 :-

It should contain earnest money deposit (Bid security) in the form of cash receipt / crossed demand draft/ B.G.or vendor Registration certificate for furnishing EMD, as per clause No.5.0 of INB. It shall be super-scribed with "**EARNEST MONEY**".

3. Envelope no. 3 :-

It should contain the " Techno.-Commercial Bid" which shall be super-scribed with "**TECHNO- COMMERCIAL BID**".

4. Envelope no. 4 :-

It should contain the " Price Bid" for the lot(s) for which offer is being made. Separate envelope should be used for price bid of individual lot of the package, super-scribing with "PRICE BID FOR LOT Number-- --of district-- --". All such "PRICE BID" envelopes

should be put up in one envelope super-scribing with “**PRICE BID FOR LOT Number(s)-- --of district Dholpur**”.

5. The above four envelopes shall be kept in a big envelope and should be super-scribed with “**Bid offer**” also indicating address, NIT No., name of package, lot Nos., 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 bid guarantee(Earnest Money Deposit) as mentioned in “Invitation for bids”/Tender Notice either in cash or by crossed bank draft payable in the name of Accounts Officer (TW), JVVNL, Jaipur.The copy of cash receipt for EMD or DD shall accompany with the bid in an envelope as per instructions given in these bidding documents. No other mode of deposit shall be accepted.

Or

The bidder shall furnish 20% amount of earnest money deposit in cash or by crossed bank draft payable in the name of Accounts Officer (TW), JVVNL,Jaipur, along with irrevocable bid bank guarantee of balance 80% amount on the Rajasthan State Non Judicial Stamp Paper of Rs. 100/- duly authenticated either by a first class Magistrate or Notary Public or directly confirmed by the issuing Bankers furnished valid for a period of 180 days excluding the grace period of 90 days.(Bid bank guarantee format is enclosed at Annexure-A).The receipt of deposit of 20% amount of EMD and bank guarantee for balance 80 % amount shall accompany with the bid in an envelope as per instructions given in these bidding documents. “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.

5.2.

Postal orders/ cheques / other forms are not acceptable.

5.3.

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 including the bank guarantee without any notice or proof of damages etc. In case of default by a registered contractor who have furnished EMD at the concessional rate of half percent (1/2%), full normal EMD amount shall be recoverable from him.

5.4

The successful bidder will have to submit the bank guarantees as per clause 7.0 & 37.0 of the General Conditions of Contract Vol-II part-II towards fulfillment of security and performance obligations of the contract.

5.5.

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. In case of default by a registered contractor who have furnished EMD at the concessional rate of half percent(1/2%), full normal EMD amount shall be recoverable from him.

- 5.6 The Earnest money deposit (Bid guarantee) of all 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.
- 5.7 The Earnest money deposit (Bid guarantee) of successful bidder(s) will be refunded /released after furnishing security deposit as per clause no. 7.0 of the General Conditions of the Contract(Part II Vol.-II)
- 5.8 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.
No interest will be payable by the owner on the above Earnest money deposit
(Bid guarantee).
- 5.9 The firms/contractors registered with the Chief Engineer(O&M-I)/(J/Z)/(RP) , Zonal Chief Engineer (J/Z) JVVNL,Jaipur for Central Labour Rate Contract /Turn-key package under class E-1 of vendor Registration scheme shall furnish earnest money ½% as against normal 2% of the estimated cost put to the tender along with attested copy of the valid vendor Registration certificate for the same shall however have to be accompanied in the bid. Such EMD could be furnished in form of cash / DD and bank guarantee as prescribed. For normal bidder i.e. 20% amount of EMD in cash /DD & balance 80% amount in form of bank guarantee as mentioned under clause No. 5.1 above.The bidders not registered under the 'Class' required for participation in Tender enquiry (Invitation to bidders) would not be entitled for concessional rate of Earnest Money Deposit.
- 5.11 Any bid not accompanied with the requisite EMD (bid guarantee) in accordance with aforesaid provisions will not be opened and shall be summarily rejected.
- 5.12 The registered vendors submitting the bid in Joint Venture shall also be entitled for furnishing EMD at concessional rate of ½% of estimated cost in the manner specified at clause 5.10 above, provided each member / partners of the Joint Venture is registered under class E-I with the Chief Engineer (O&M-I) /(J/Z)/(RP)/ Zonal Chief Engineer (J/Z) Jaipur Discom, Jaipur and required EMD in cash / BG is furnished in the name of Joint Venture submitting the bid.
- 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 or vendor registration certificate 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 turnkey/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) Profit and Loss account/balance sheet for 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) confirmation of required guarantee technical particulars of material to be supplied/used in Schedule-4 of Vol. I and purchase of same from Approved vendors of JVVNL.
- (x) Drawing & Test certificates
- (XI) 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. The bids must clearly indicate the name of the manufacturer, the type of model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, material from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection Organisational structure.
- 7.2. The Bidder in the form of separate sheets, drawings, catalogues, etc. in two copies shall provide the above information.
- 7.3. Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and shall be rejected. The Owner will retain such descriptive materials and drawings submitted by the Bidder. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission / approval of the owner.
- 7.4. Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 7.5. The bidder may use in the bid Standard catalogue pages and other documents to provide additional information and data as deemed necessary.
- 7.6. 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.

- 7.7 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.
- 7.8 The bidder shall furnish the guaranteed technical particulars in the schedule(s) provided in this document for various materials.
- 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(TW),JVVNL Jaipur not later than 2.30PM IST (unless otherwise specified) on 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 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(TW), JVVNL,Jaipur.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 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership firm name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative (s).
- 9.3 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.
- 9.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be liable to be summarily rejected.
- 9.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 9.6 The Bidder's name stated on the proposal shall be exact legal name of the firm.
- 9.7 Erasures or other changes in the bid documents shall bear the initials of the person signing the bid.

- 9.8 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 his bid but within the time and date as specified in the Invitation to Bid. All such interpretations and clarifications shall form a 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 his 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. In case bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee (Submitted against the EMD) suitably.
- 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.

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 material component and erection component of proposed work has been indicated in the 'G' schedule with 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 will be rejected/ignored.

13.2 The B.S.R. of individual activity given in "G" schedule include the following:-

(a) For Supply of material:-

(i) Ex-works price

(ii) Packing and Forwarding charges

iii) All duties and taxes including excise duty, sales tax / VAT entry tax if applicable/ Leviable on the goods procured from outside Rajas than, as applicable on the date of opening of bids(techno-commercial). The service tax shall be payable extra at the applicable rate on production of necessary documents / proof

(iv) All Insurance charges including inland insurance charges.

(v) Freight charges including unloading, stacking and inland transportation.

(b) For Erection work:-

(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.

14.0 DUTIES AND TAXES

14.1 All custom duties, excise duties, sales tax / VAT and other levies payable by the bidders in respect of the transaction between the bidders and their vendors/sub-suppliers while procuring any subassemblies, raw materials and equipment shall be treated as included in the bid price and no claim on this behalf will be entertained by the owner.

14.2 The work contract tax ,Sales tax / VAT, excise duty, local taxes, entry tax if / as applicable/ levi able on the goods procured from outside Rajas than, levies, and other liabilities of Govt , if levi able in respect of the transaction between the owner and the contractor under the contract on the date of opening of bids (techno-commercial) shall be treated as included in the bid price and no additional payment on this account shall be paid by the Nigam. The service tax shall be payable extra at the applicable rate on production of necessary documents / proof.

14.3 Any income tax, surcharge on income tax and other corporate taxes including work contract tax, service tax and entry tax as applicable/ levi able on the goods procured from outside Rajasthan as attracted under

the law, shall be deducted at source, as per the prevailing Govt rules by payment making authority from each bill. Necessary TDS certificate shall be issued by payment making authority.

14.4 Jaipur Vidyut Vitran Nigam Limited is registered dealer under Central Sales tax Act and is entitled to concessional rate of Central sales tax as per rules in force. Necessary declaration Form 'C' for availing supply of material on concessional sales tax shall be issued by the Nigam on completion of ordered work/ financial year ending.

14.5 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.

15.0 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.

16.0. QUANTITIES

- (a) The quantities indicated in the accompanied schedule-2 are only provisional and owner reserves the right of revising the same at the time of placing the order.
- (b) However the actual quantity of material and quantum of work involved shall be based on the final survey report duly authenticated by the concerned Superintending Engineer(O&M). The contractor shall be contractually bound to execute the work in accordance therewith.
- (c) The owner reserves the right to split the quantities and to entrust the order for the line to one or more bidders. The bidder shall agree to execute part quantities order on him at the rates/ prices mentioned in his bid and/or accepted by the owner.
- (d) The owner may provide part or full quantity of some items to the contractor as per his discretion depending upon the prevailing circumstances ,required in erection/execution of related work activity. No payment towards the cost of such material as indicated in 'G' Schedule of prices shall be payable to the contractor.

17.0 **LOCAL CONDITIONS**

17.1. 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.

17.2 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.

18.0 **BRAND NAMES:**

The specific reference in this specification and documents to any material by trade name, make or catalogue number shall be construed as establishing standard of quality and performance and not as limiting competition. However bidders may offer other similar equipment provided it meets the specified standard, design and performance requirements. The bidder shall furnish technical information about the alternative equipment to enable the owner to determine the acceptability of equipment. The owner shall be the sole judge of the acceptability of the alternative equipment.

19.0 **PRELIMINARY EXAMINATION AND EVALUATION:**

19.1 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.

19.2 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.

19.3 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.

- 19.4 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 .
- 19.5 Bid price shall mean the basic price quoted by each bidder in his proposal for the complete scope of works.
- 19.6 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.
- 19.7 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.
- 20.0 AWARD OF CONTRACT**
- 20.1 Notification of award of contract will be made in writing to the successful bidder(s) by the owner.
- 20.2. 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 affects in any way the prices, quality, quantity or delivery period of the equipment or 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.
- 20.3 Orders for supply of material and erection work contracts shall be placed separately on the successful bidders .The contractor shall be fully responsible for the works to be executed under both the contracts and it should expressly understood by him that any breach under any one of contract shall automatically be deemed as a breach of another contract and any such breach for occurrence giving the owner a right to terminate another contract and or recover the damages under that contract shall give owner a right to terminate the first contract and or recover the damages under first contract as well . However such breach or occurrence in any contract shall not automatically relieve the contractor of any of this obligations under another contract.
- 20.4 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.

21.0 CONTRACT QUALITY ASSURANCE

21.1. 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.

21.2. 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.

22.0 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.

23.0 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.

24.0 AMENDMENT IN SPECIFICATIONS

The Superintending Engineer(TW), JVVNL, Jaipur 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.

25.0 DRAWINGS, TEST CERTIFICATES & GUARANTEED TECHNICAL PARTICULARS

25.1 The various steel structures /items on orders are in general required to be fabricated and supplied as per drawing / design made by the Nigam. For other items the requirements mentioned in succeeding clauses are to be met with.

25.2 Dimensional drawings indicating the general and/or detailed constructional features/cross sectional views/ assembling, schematic arrangement and lay out for the material/equipment and its erection and commissioning and use wherever specially required under volume I of this specification shall be furnished along with the Bid.

- 25.3 Notwithstanding anything contained in sub para (25.2) above, the Bidder may also furnish such drawing which according to him are desirable for the material/equipment offered.
- 25.4 The purchaser may require the drawings as furnished by the Bidder to be modified to suit the requirements of the specification. The approval of final drawings shall be necessary and binding and the supplies shall conform to the same.
- 25.5 In case of any specific alternative requirement of type tests the same shall be furnished as per Volume-I of this specification.
- 25.6 The Bidder/supplier shall be required to furnish the routine/manufacturer(s) factory test certificate(s) for the tests carried out during manufacture in accordance with the latest standard specifications.
- 25.7 The Bids not accompanied by the drawings and type test certificates in terms of sub clause 25.2 & 25.3 above and guaranteed technical particulars as per Volume-I are liable to be rejected.
- 25.8 The material on order shall be procured from approved vendors of JVVNL and should be confirming to various requirements of relevant IS /BS, GTP's given with technical specification as well as latest specification of MM wing of JVVNL.
- 26.0** **GENERAL**
- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 The successful Bidder shall have to execute the contract agreement for the proper fulfillment of the contract.
- 27.0** **REJECTION OF BIDS**
- 27.1 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.

- 27.2 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.
- 28.0 SPECIAL CONDITIONS OF CONTRACT**
Following points are to be given personal attention by the bidder as these play vital role in the contract: -
- 28.1 The contractor shall quote only percentage above or below of B.S.R. prices given in 'G' schedules for material and 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.
- 28.2 "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.
- 28.3 It is assumed that item and work of minor nature are included in the price quoted. However major item and work if not included in the bid, and if is the demand of work, then contractor will have to provide it. The payment for supply erection of such items/works shall be made in accordance with the prevailing market rates/ Standard issue rate list of the Nigam.
- 28.4 Since this is a work on "Turn key basis", so price should include supply, installation, testing, commissioning and proper maintenance and replacement of item till performance guarantee period is over. No matter if all above is not narrated with the item, it is presumed that price given by bidder includes all of above work.
- 28.5 Guaranteed technical particulars of each item have been indicated in the technical specification which are to accepted /confirmed and are to be submitted along with the bid by the bidder. No deviation will be accepted in this respect. The GTP(s) will form a document of agreement while awarding contract. 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.

ANNEXURE–A(INB)

**Bid Bank Guarantee
(FOR EARNEST MONEY)**

(Bank Guarantee in lieu of 80% of earnest money on non-judicial stamp paper worth Rs.100/-)

Ref : Bank Guarantee No.

Dated:

Superintending Engineer (TW)
Jaipur Vidyut Vitran Nigam Limited,
Old Power House Near Ram Mandir,
Bani park, Jaipur – 302006

1. Whereas[*name of the Bidder*] (hereinafter called “the Bidder”) has submitted its bid dated[*date of submission of bid*] for the construction of..... [*name of contract*] (hereinafter called “the Bid”).
2. KNOW ALL PEOPLE by these presents that WE..... [*name of bank*] of[*name of country*], having our registered office at..... [*address of bank*] (hereinafter called “the Bank”), are bound unto..... [*name of Purchaser*] (hereinafter called “the Purchaser”) in the sum of Rs.*_____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 200_____.
3. THE CONDITIONS of this obligation are:
 1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
 2. If the bidder refuses to accept the correction of error in his Bid ; or
 - 3.. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract agreement, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract;
4. we undertake and authorize our branch situated at Jaipur (Rajasthan) address:_____ to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.
5. The decision of the SUPERINTENDING ENGINEER (TW), JAIPUR VIDYUT VITRAN NIGAM LIMITED, JAIPUR shall be final whether breach has been committed on the right to demand the amount of guarantee from us which has accrued to the purchaser.
6. This guarantee shall not cease or determine, if the purchaser grants time or indulgence or vary the terms of the contract with the contractor or without our consent or knowledge.
7. The guarantee herein contained shall not be affected by any change in the constitution of the contractor.

8. We, _____ further undertake not to evoke this guarantee during its currency except with the previous consent of the SUPERINTENDING ENGINEER(TW), JAIPUR VIDYUT VITRAN NIGAM LIMITED, JAIPUR.
9. 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 in Jaipur, Rajasthan alone.
10. This guarantee will remain in force up to and including one hundred Eighty (180) days after the date of the opening of bids, i.e. upto _____, with a further grace period of Ninety (90) days and any demand in respect thereof should reach the Bank not later than the above date.

Yours faithfully,

Bankers (EXECUTANT)

Witness :-

- 1.
- 2.

* The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid. This figure should be same as shown in clause No. 5.0 of the "instructions to bidders".

Annexure - B (INB)
Bank Guarantee verification checklist

	CHECK - LIST	Yes	No
1.	Does the bank guarantee compare verbatim with standard proforma for BG		
2.(a)	Has the executing Officer of BG indicated his name designation & power of Attorney No. / Signing power Number etc. on BG.		
(b)	Is each page of BG duly Signed/ initialed by the executants and last page is signed with full particulars as required in the standard proforma of BG and under the seal of the bank.		
(c)	Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager		
3. (a)	Is the BG on non-judicial stamp paper of appropriate value		
(b)	Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than Six months prior to the date of execution of BG.		
4.(a)	Are the factual details such as Bid specification No., LOA NO. contract price, etc , correct .		
(b)	Whether Overwriting /cutting, if any on the BG, authenticated under signature & seal of executants		
5.	Is the amount and validity of BG is inline with contract provisions		
6.	Whether the BG has been issued by a Nationalized bank / Non- Nationalized Bank acceptable to Buyer /Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents)		
7.	In case of Joint Venture bid, whether the BG is in the name of Joint Venture as per provisions of bidding documents.		

Date:

Signature

Place :

Name Designation Company Seal

JAIPUR VIDYUT VITRAN NIGAM LIMITED

**OFFICE OF THE SUPERINTENDING ENGINEER (TW)
OLD POWER HOUSE, BANI PARK, JAIPUR - 302006**

VOLUME – II

PART-II

GENERAL CONDITIONS OF CONTRACT

SECTION-GCC

SECTION - GCC
TABLE OF CONTENTS

Clause No.	Description	Page No.
1.0	Definition of Terms	4-7
2.0	Contract	7
3.0	Scope of Contract	7
4.0	Contractor to inform himself fully	7
5.0	Contract documents and agreements	8
6.0	Completeness of contract	8
7.0	Security Deposit	8-9
8.0(A)	Assignment and subletting contract	9-10
8.0(B)	Procurement from sub-vendors	10
9.0	Patent rights and royalties	10
10.0	Contract price	10
11.0	Change of quantity	11
12.0	Deduction from Contract price	11
13.0	Certification of completion of works	11
14.0	Certification of completion of stages	11-12
15.0	Insurance	12-14
16.0	Liability for accidents and damages	14-15
17.0	Delivery and time for completion	15
18.0	Delay in completion	15-16
19.0	Contractor's default	16-17
20.0	Delays by owner or his authorised agents	17
21.0	Termination of contract on owner's initiative	17
22.0	Change of name of bidders/contractors	18
23.0	Certificate not to affect right of owner and liability of contractor	18
24.0	Settlement of dispute	18
25.0	Measurement	19
26.0	Grafts and commissions etc.	19
27.0	Language and measures	19
28.0	Release of information	19
29.0	Construction of the contract	19-20
30.0	Completion of contract	20

31.0	Enforcement of terms	20
32.0	Engineer's supervision and decision	20
33.0	Co-operation with other contractors and engineers	20
34.0	Inspection, testing and test certificates	21-24
35.0	Commencement of works, programme of works, time for completion etc.	24-26
36.0	Power to vary or omit work	26-27
37.0	Guarantee	27-28
38.0	Replacement of defective parts and materials	28-29
39.0	Defense of suits	29
40.0	Limitations of liabilities	29
41.0	Test on completion	29
42.0	Taxes, Permits and licenses	29
43.0	Progress reports and photographs	29-30
44.0	Terms of payments	30-31
45.0	Mode of Payment	31-32
46.0	Handing over/Taking over	32
47.0	Bankruptcy	33
48.0	Vendor Registration Scheme	33-35
49.0	Further correspondence	35
50.0	Acceptance of the order	35
	Annexure - A (GCC) Proforma of application for payments	36
	Annexure - B (GCC) Proforma of Contract Agreement	37-39
	Annexure-C(GCC) Proforma of Manufacturer's Warranty	40-41
	Annexure-D(GCC) Proforma of Security Bank Guarantee	42-43
	Annexure-E(GCC) Proforma of Performance Bank Guarantee	44-47
	Annexure-F(GCC) Proforma of Addl. Bank Guarantee in lieu of Three tier inspection of REC	48
	Appendix-1(GCC) Details of progress	50
	Appendix-2(GCC) Check list of contract agreement	51
	Appendix-3(GCC) Check list of Bank Guarantee	52

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 "Sub-contractor" shall mean the firm or the persons named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the NIGAM and shall include his heirs, legal representative, successors and assignees approved by the NIGAM.
- 1.6 The "CMD" shall mean the Chairman & Managing Director, JAIPUR VIDYUT VITRAN NIGAM LTD, Jaipur.
- 1.7 The "Engineer" shall mean the Chief Engineer or other Engineer or officer for the time being or from time to time duly authorised 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 authorised representative.
- 1.8 "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.
- 1.9 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, schedules and drawings.
 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.
- 1.10 The "Specification" shall mean the specification, specific conditions annexed to the General Conditions of Contract and the schedules thereto, if any.
 - 1.11 The month shall mean, English calendar month i.e. period of 30 days and week shall mean a period of 7 days.
 - 1.12 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.
 - 1.13 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.
 - 1.14 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.
 - 1.15 "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.
 - 1.16 "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.
 - 1.17 The "Contract price" shall mean the sum named in or calculated in accordance with the provisions of the Contract/purchase or any amendments thereto.
 - 1.18 "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.
 - 1.19 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 all over jurisdiction of JVVNL, performing the duties of the consignee.
 - 1.20 "Commercial Use" shall mean that use of the work which contract contemplate or which it is to be commercially capable.
 - 1.21 "Writing " Shall include any manuscript, type written or printed statement under or over signature or seal as the case may be.
 - 1.22 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.
 - 1.23 Words importing "PERSON" shall include firms, companies, corporation and other bodies whether incorporated or not.

- 1.24 Words importing the singular only shall also include the plural and vice versa where the context requires.
- 1.25 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.
- 1.26 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.
- 1.27 '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.
- 1.28 The term 'Equipment Portion' of the contract price shall mean the all adjusted F.O.R. destination value of the equipment.
- 1.29 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.
- 1.30 '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.
- 1.31 'Date of Contract' shall mean the date on which both the parties have signed the Contract Agreement.
- 1.32 '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.
- 1.33 '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.
- 1.34 '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.
- 1.35 '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.
- 1.36 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.
- 1.37 '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.

- 1.38 '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 the design manufacture, supply and 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

- (i) 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.
- (ii) **For transformer & meters a tripartite agreement shall also be entered in to among contractor, manufacturer & Nigam in order to fulfillment the performance warrantee for 60 months.**

6.0 COMPLETENESS OF CONTRACT

The equipment shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally supplied with such equipment even though not specifically detailed in the specification unless included in the list of excluded items. The contractor shall not be eligible for any extra payment in respect of such mounting, fittings, fixtures and standard accessories etc. which are needed for the safe operation of the equipment as required by applicable codes only as per contract, and they may not have been included specifically in the contract.

7.0 SECURITY DEPOSIT

- 7.1 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 (material cost and erection cost including associated civil works) in cash or by crossed Bank Draft or by way of Bank

Guarantee from any scheduled Bank in the prescribed proforma (Annexure-D of GCC) acceptable to the owner on a Rajasthan State Non judicial stamp paper of Rs. 100.00 duly authenticated by a 1st Class Magistrate or notary public or directly confirmed by the issuing Banker. 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 validity upto last day of 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.

- 7.2 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.
- 7.3 If the contractor fails or neglect to observe or perform any of his obligation under the contract, it will be lawful for the NIGAM to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.
- 7.3 No interest shall be payable on such deposits.
- 7.4 If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the NIGAM 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.

8.0(A) ASSIGNMENT AND SUB-LETTING OF CONTRACT

- 8.1 The Contractor may, after informing the engineer and getting his written approval assign or sublet the contract or any part thereof other than for raw materials, for minor details or any part of the plant for which makes are identified in the contract. Suppliers of the equipment not identified in the contract or any change in the identified supplier shall be subject to approval by the engineer. The experience list of the equipment vendors under consideration by the contractor for this contract shall be furnished to the engineer for approval prior to procurement of all such items/equipments. Such assignment / sub letting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of Engineer shall be void.
- 8.2 For components/equipments procured by the Contractors for the purposes of the Contract, after obtaining the written approval of the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the vendors quality control organisation, the relevant reference documents/ standards used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendor shall be discussed and finalised in consultation with the engineer and shall form a part of the work order / contract between the contractor and the vendor. Within 3 weeks of the release of the same work order / contracts for such bought out terms/ components a copy of the same without price details but together with detailed specifications, quality plans and delivery conditions shall be furnished to the engineer by the contractor.

8.0 (B) PROCUREMENT FROM MANUFACTURERS/ VENDORS:

The Contractor shall be permitted to procure materials from the manufacturers who have following qualified requirements:

- The vendor should be a established/ reputed manufacturer or its authorized distributor/dealer who should have supplied the material to erstwhile RSEB or any present distribution company, RVVPNL or any other power utility.
- The manufacturing units shall have all facilities for conducting acceptance & routine tests of equipment / materials.
- The vendor must have supplied materials as per specifications laid down in the bid – documents of erstwhile RSEB/ NIGAMS and have arranged their type testing not before last three years,
- The vendor approvals shall be obtained for supply of the equipment / materials from the Engineer well in advance.

9.0 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patents covering materials, articles, apparatus, devices, equipments or process used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply and decree, order or award made against the owner. But it shall be understood that no such machine, plant, work material or thing has been used by the owner for any purpose or any manner other than that for which they have been supplied and installed by the contractor and specified under these specifications. Final payment to the contractor by the owner will not be made while any such suit or claim remains unsettled, in the event any apparatus or equipment, or any part thereof supplied by the contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the contractor shall, at his option and at his own expense either procure for the owner, the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so, it become non-infringing.

10.0 CONTRACT PRICE

- (a) The lumpsum price with details of price of each item for equipment & erection portion as mentioned in 'G' schedule of the bid with additions & deletions as may be agreed 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.

11.0 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. In this regard item 16(d) of INB may also be referred.

12.0 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.

13.0 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.

14.0 CERTIFICATION OF COMPLETION IN STAGES

14.1 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.

14.2 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.

- 14.3 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.

15.0 INSURANCE

- 15.1 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.
- 15.2 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.
- 15.3 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.

- 15.4 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.
- 15.5 The Clause entitled 'Insurance' under this section, covers the additional insurance requirements for the portion of the works to be performed at the site.
- 15.6 STORAGE CUM WORKS INSURANCE:
- 15.6.1 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.
- 15.6.2 The insurance as per clause 15.1& 15.2 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.
- 15.6.3 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.
- 15.6.4 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.
- 15.6.5 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.
- 15.6.6 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(O&M)/concerned Superintending Engineer (O&M) , Jaipur Vidyut Vitran Nigam Limited,Jaipur.
- vii) Insurance policy shall be taken from Jaipur based office of Nationalised Insurance Companies.

15.7 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.

15.8 REMEDY ON CONTRACTORS FAILURE TO INSURANCE:

If the contractor shall fail to effect and keep in force insurance referred to in clause 15.1 to 15.3 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.

16.0 LIABILITY FOR ACCIDENTS AND DAMAGES

16.1 The contractor shall be responsible for loss, damage or depreciation of the plant until the same is taken over under clause No.46.0 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.46.0

16.1.1 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.

16.1.2 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.

16.2 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.

16.3 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.

17.0 DELIVERY AND TIME FOR COMPLETION

17.1 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.

17.2 The purchaser reserves the right to defer the delivery/completion period as indicated in the purchase 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".

18.0 DELAY IN COMPLETION

18.1 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 @ ¼ % per week or part thereof for first four weeks and thereafter @ ½ % per week of part thereof subject to maximum of 5% of 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.
- 18.2 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.
- 18.3 Adjustment in regard to the amount recoverable if any shall be made from the cash deposits or from the firms dues of 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.
- 18.4 **FORCE MAJEURE CONDITIONS:-**
- 18.4.1 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.
- 18.4.2 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.
- 18.4.3 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.
- 19.0 **CONTRACTOR'S DEFAULT**
- 19.1 If the contractor shall neglect to execute the works with the 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 shall 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.

- 19.2 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 18.0 of this section.
- 19.3 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.

20.0 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, Old Power House, Bani Park, Jaipur-302006 shall be final.

21.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 21.1 The owner reserves the right to terminate the contract either in part or in full due to reasons other than those mentioned under clause entitled contractor's default. The owner shall in such an event give fifteen days (15 days) notice in writing to the contractor of his decision to do so.
- 21.2 The contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to the owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the owner on maintenance protection and disposition of the work acquired under the contract by the owner.
- 21.3 In the event of such a termination the contract shall be cancelled without any liability on either side.
- 21.4 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.

22.0 CHANGE OF NAME OF THE BIDDER/CONTRACTOR

- 22.1 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.
- 22.2 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 the purchase of material not supplied from elsewhere at the risk and cost of the Bidder/Contractor.

23.0 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.

24.0 SETTLEMENT OF DISPUTES

- 24.1 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 at Jaipur(Rajasthan.) and no court other than court in Jaipur shall have jurisdiction to entertain the same.
- 24.2 The NIGAM has constituted settlement committee to settle the disputed cases. 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/-

24.3 The settlement committee fees as shown above shall be deposited in cash/demand draft /pay order with the Accounts Officer (TW) JVVNL, Jaipur and shall furnish receipt thereof with a request for referring their disputes to the settlement committee for decision.

25.0 MEASUREMENT

25.1 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.

25.2 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.

26.0 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 his 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.

27.0 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.

28.0 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.

29.0 CONSTRUCTION OF THE CONTRACT

- 29.1 Notwithstanding anything stated elsewhere in the bid documents, the contract to be entered into will be treated as supply and erection contract. The contract will relate to the supply of equipment/materials, storage, erection, construction, testing, commissioning etc, as defined in the bid documents.
- 29.2 The contract shall in all respects be constructed and governed according to Indian Laws.
- 29.3. It is clearly understood that the total consideration for the contract(s) has been broken up into two components i.e. equipment portion and erection portion for the convenience of payment of advance under the contract and for the measurement of deviations under the contract.

30.0 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.

31.0 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.

32.0 ENGINEER'S SUPERVISION AND DECISION

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 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.

33.0 COOPERATION WITH OTHER CONTRACTORS AND ENGINEERS

The contractor shall agree to cooperate with the owner's other contractor and engineers and freely exchange with them such technical information as is necessary to obtain the most efficient, innovative and economical design and to avoid unnecessary duplication of efforts. The engineer shall be provided with three copies of all correspondence addressed by the contractor to other sub-contractor (s) and engineers in respect of such exchange of technical information.

34.0 INSPECTION, TESTING AND TEST CERTIFICATES

34.1 INSPECTION & TESTING

- (a) The engineer and his duly authorized representative shall have at all reasonable times access to the Contractor's premises of works and shall have the power at all reasonable time to inspect drawing of any portion of the work to examine the material and workmanship of the plant during its manufacture there, and if part of the plant is being manufactured on other premises, the contractor shall obtain for the Engineer and/or his duly authorized representative permission to inspect it as if the plant was manufactured in the Contractor's own premises.
- (b) The engineer shall, on giving seven days notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject any drawings and all or any plant, or workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion, defective for any reason whatsoever.
- (c) The Bidder shall state in his Bid the places of manufacture, testing and inspection of various equipments offered by him. Unless specifically provided otherwise all tests shall be carried out at the Contractor's works before shipment.
- (d) The contractor shall intimate atleast 15 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule to the Superintending Engineer(TW),Jaipur so as to enable him to depute his representative for inspection, testing & checking of the material/equipment. For this purpose the date of receipt of the letter in his office shall be deemed as the date of call for inspection and not the date mentioned in the letter or the date of dispatch. In case material/equipment is not found ready by the representative of the owner deputed for inspection to the extent of the quantity indicated in the inspection call with tolerance of (-) 10% or if the inspection is not got carried out by any reason(s) attributed to the contractor an amount of Rs.3000/- only for the contractor's work located in the State of Rajasthan and an amount of Rs. 10,000/- for the contractor's works located outside the State of Rajas than will become payable by the contractor on this account to the Accounts Officer (CPC), JVVNL, Jaipur. However ,in case of subsequent re-inspections charges will be @ 1.5 times of the preceding inspection charges which shall be payable by the contractor. Further, in cases where traveling by air is involved the inspection charges will be recovered on actual basis. The contractor will deposit the amount with the Sr.Accounts Officer (TW/CPC), JVVNL, Jaipur immediately under intimation to the work order placing authority, failing which the subsequent call for inspection shall not be entertained.

- (e) Packing:- The material/equipment shall be offered duly packed so as to enable the inspecting Officer to seal the inspected / cleared material for identification. The supplier/ contractor shall provide such packing of the goods as is required to prevent their damages or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation rough handling during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transport and open storage. Packing case size and weights shall be taken into consideration where appropriate keeping in view , remoteness of the good's final destination and absence of heavy mechanised handling facilities at all points in transit as well as at the destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract or in any subsequent instructions imparted by the owner.
- (f) In all cases where the contract provides for tests, whether at the premises of works of the Contractor or of any Sub-contractor and test(s) at site, the contractor except where otherwise specified shall provide free of charge to the owner, such labour, materials, electricity. fuel, water, stores, apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the plant, in accordance with the contract and shall give facilities to the Engineer or his authorised representative to accomplish such testing.
- (g) The Owner reserves to himself the right of having any inspection or special test of a reasonable nature at contractor's premises or at sites, in addition to those prescribed in applicable standards and the enclosed technical specification.
- (h) When the tests have been satisfactorily completed at the Contractor's or sub-contractors works the Engineer shall issue a certificate to that effect but if the tests were not witnessed by the Engineer or his representative, the certificate would be issued after the receipt of test certificate by the Engineer, No Plant shall be shipped/ dispatched before such a certificate has been issued. The satisfactory completion of these tests or the issue of this certificate, shall not bind the Owner to accept the Plant, should it, on further tests after erection, be found not to comply with the contract.
- (i) The authorised representative of the owner shall have at all reasonable times access to the works and premises of the contractor and/or his associates, if any, and shall be free to inspect the works, examine & test the product(s) including raw materials used and the workmanship employed during/after manufacture.
- (j) The contractor shall also furnish the latest calibration certificate(s) of the testing instruments/equipments used for the testing of the materials/equipments as covered in the owner order, to the inspecting Officer. The testing instruments/machines should be got calibrated by the contractor from time to time from the Manufacturer of the testing instruments or any Govt. recognized testing laboratory. The calibration certificate(s) should not, in any case, be older than one year at the time of presenting the same to the inspecting Officer. In case the contractor fails to comply with the conditions as aforesaid, a certificate in writing of the

- inspector/representative of the Owner that the contractor has failed to provide the facilities shall be conclusive.
- (k) Unless the inspection is specifically waived, no material shall be dispatched without inspection and clearance for dispatch by the owner's representative. Pre dispatch inspection of each lot of cables, conductors, transformers, meters at respective manufacturer's works as per relevant ISS/ technical specification / order etc., shall be mandatory.
 - (l) The owner reserves the right to reject all or any part of the material being manufactured or awaiting dispatch, due to any defect or deviations from the standard specifications prescribed, as observed during the inspection. In case of any dispute/difference in this regard the decision of the Chief Engineer(O&M) shall be final and binding.
 - (m) The owner also reserves the right to get the material/equipment tested in any Government recognized Laboratory / NABL Accredited Lab, JVVNL CTL Laboratory & claiming any compensation or rejecting the material/equipment, if not found in accordance with the specification. All charges whatsoever consequent to such rejection and replacement/ rectification shall be borne by the contractor.
 - (n) Cost of Tests: The cost of making any test shall be borne by the contractor, if such test is clearly intended by or provided for in the contract and, in the cases only of a test under load or of a test to ascertain whether the design of any finished or partially finished work is appropriate for the purposes which it was intended to fulfill, is particularized in the contract in sufficient details to enable the contractor to price or allow for the same in his bid.
 - (o) Cost of tests not provided for :If any test is ordered by the Engineer which is either
 - (i) not so intended by or provided for or
 - (ii) not so particularized or
 - (iii) though so intended or provided for is ordered by the Engineer to be carried out by an independent person or agency at any place other than the site or the place of manufacture of fabrication of the materials tested, then the cost of such tests shall still be borne by the contractor.
 - (p) The inspection and testing of transformer, ACSR conductor, ABC, PVC XLPE cable, meters etc. shall be arranged by the Superintending Engineer(TW) who shall also issue dispatch instructions for inspected & cleared material.
 - (q) The ordered material (main items), after its receipt in consignee's stores, shall be subjected to mandatory testing in Central Testing Laboratory (CTL) of Nigam at Jaipur, as per procedures laid down/ prescribed by Nigam. The material shall be accepted and allowed for use only after its clearance in CTL testing.

34.2 TEST CERTIFICATES

- (a) Original/attested photocopies of the latest test certificate(s) not older than three years from any Government recognized Laboratory / NABL Accredited Lab for all type tests wherever prescribed in the relevant latest edition of ISS (as applicable) as mentioned in technical specification shall be furnished alongwith the Bid. However, the owner reserves the right to get type tests conducted afresh by the contractor.

- (b) In case of any specific alternative requirement of type tests, the same shall be furnished as per Technical specification Volume-I.
- (c) The Bid not accompanied with the type test certificates in terms of para(a) above, are liable to be ignored.
- (d) The contractor shall be required to furnish the routine/matrix manufacturer(s) factory test certificate(s) for the tests carried out during manufacture in accordance with the relevant standard specifications.

35.0 COMMENCEMENT OF WORKS, PROGRAMME OF WORKS, TIME FOR COMPLETION ETC.

35.1 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.35.1 (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.35.3 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.

35.2 Commencement Time And Delays

The contractor shall commence the works on site within the period specified in clause No. 35.1(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.

35.3 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. 17.0 hereof within the time stated in the contract calculated from the last day of the period specified in clause No. 35.1(i) as that within which the works are to be commenced, or such extended time as may be allowed under clause No. 35.4 hereof.

35.4 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 to 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.

35.5 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.

35.6 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.

35.7 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. 35.7(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. 35.4.

35.8 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. 16(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. 35.4 above to be made to the contractor in respect of such claim as shall in the opinion of the Engineer be fair and reasonable.

36.0 POWER TO VARY OR OMIT WORK

36.1 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.

- 36.2 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.
- 36.3 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.
- 36.4 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.
- 36.5 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.
- 36.6. 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.

37.0 GUARANTEE

- 37.1 (a) The contractor shall guarantee amongst other things, the following:
- (i) Quality and strength of the material(s) used together with the workmanship and finish corresponding to the most modern practice(s).
 - (ii) Safe electrical and mechanical stresses on all parts of the equipment under all specified conditions of operation.
 - (iii) Performance figures in respect of the guaranteed technical particulars as finally agreed upon.
 - (iv) Satisfactory performance of materials/Equipment during the Guarantee period.
- (b) Should the factory test(s) carried out at site or test(s) arranged by the owner in exercising his option under the clause No.34.0 on the material/Equipment/Plant or part thereof or its/their operation under service conditions for a period of 12 months **from the date of commissioning/taking over of works. However in case of meters & transformers the guarantee period shall be 60 months from the date of dispatch.** If the material/plant/equipment does not meet the guarantee(s) as aforesaid, it shall be right of the owner to reject material(s), Plant(s), Equipment(s), or a part thereof and direct the contractor to rectify/replace the material/Plant/Equipment so rejected within a period of maximum 30days so as to make it meet the guarantees and requirements to the satisfaction of the owner. All expenses whatsoever in this connection shall be borne by the supplier/contractor.

37.2 **MODE OF GUARANTEE**

In order to ensure compliance of the provisions contained in clause No. 37.1 above, the contractor shall be required to furnish the following.:

- (a) A manufacturer's Warrantee on the Rajasthan State Non judicial stamp paper of Rs. 100.00 in the Performa prescribed Annexure-C(GCC). Such warrantee shall be attested either by a first class Magistrate or by Notary Public.
- (b) Bank guarantee towards performance from any scheduled Bank for an amount equivalent to **10%** of the contract value (material cost and 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 at the first stage shall be valid for a period of minimum 24 months 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 date of handing over/taking over of the entire project and on furnishing PBG for the the 10 % of the cost of meter and transformers. This second PBG shall be released on successful completion of 60 months performance period of transformer and meters.**
- (b-i) The Supplier shall have to extend the validity period of the Bank guarantee(s), as and when required by the purchaser. 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.
- (c) 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.
- (d) 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.

38.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

- 38.1 If during the progress of the works the engineers finds, decides and inform in writing to the contractor, that the contractor has manufactured any equipment or part of the equipment unsound or imperfect or has supplied any equipment inferior than the quality specified, the contractor on receiving details of such defects or deficiencies shall at his own expense within seven(7) days of his receiving the notice, otherwise, within such time as may be reasonably necessary

for making it good, proceed to alter, re-construct or remove such work and furnish fresh, equipment up to the standards of the specifications. In case the contractor fails to do so, the engineer may on giving the contractor seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and, at the cost of the contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the owner of invoking any rights under the contract which the owner may otherwise have in respect of such defects and deficiencies.

38.2 The contractor's full and extreme liability under this clause shall be satisfied by the payments to the owner of the extra cost, of such replacement procured, including erection, as provided for in the contract, such extra cost being the ascertained difference between the price paid by the owner for such replacement and the contract-price portion for such defective Equipment and repayments of any sum paid by the owner to the contractor in respect of such defective Equipment. The contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the owner under the contract for such defective Equipment.

39.0 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 contract 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.

40.0 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 "37" 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.

41.0 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.

42.0 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. This clause shall be read in conjunction with clause 14.0 of Section INB of this Volume –II

43.0 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.

44.0 TERMS OF PAYMENTS

44.1 The terms of payment for the equipment /material and its erection are detailed herein. The payment to the contractor for supply of material/equipment and erection work shall be made by the 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 an unconditional 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. 37.0 of G.C.C. of this Volume -II. and in the format given at Annexure 'E'-GCC.
- c) Submission of security deposit bank guarantee as per clause No 7.0 above of this section and in the format given at Annexure 'D' 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.

44.2 The payment shall be made as under :-

(a) For supply of material :

- (i) **Material shall be delivered to store superintendent, Dholpur, who shall verify the material on receipt in his stores against dispatch instructions issue from the office of SE(TW)& issue receipted challan of the same under intimation to Nodal officer i.e XEN(O&M),Dholpur. On the basis of receipted challans, 65% payment of the contract value (Contract ex-works price plus excise duty, freight & insurance charges) plus 100% sales tax of material shall be made on the verification of bills by the concerned Nodal officer i.e Executive Engineer(O&M) concerned.** Further verification of stores at the store superintendent, Dholpur shall be got done by the Director (Finance) through the stock verifiers at least once in two months. However, the contractor before

dispatch of material/ equipment shall get it inspected and cleared from Nigam. The contractors are allowed to procure 50% quantity of orddfgered material except transformer, ACSR conductor, ABC, PVC XLPE cable, insulated ACSR conductor and Meters prior to completion of Joint Survey and its approval by the concerned SE (O&M) on completion on requisite contractual formalities and submission/ approval of "PERT CHART" / "ACTION PLAN". The balance material could be procured by the respective contractor after completion of Joint Survey and its approval by the concerned SE(O&M). The procurement of transformer, ACSR conductor, ABC, insulated ACSR conductor & XLPE insulated cable, Meters being high value items, shall be allowed for two months requirement only for the ordered work. The inspection calls for such items against next two months requirements shall be entertained and procurement allowed only on certification / verification of concerned Executive Engineer (O&M) to the effect that atleast 70% quantity of already procured / supplied material has been consumed & utilized in execution of ordered works. The material/ equipment at site will remain in the custody of the contractor and he shall be responsible for theft, damage or deterioration if any. It will be the responsibility of the contractor to get the material / equipment at site duly insured at his cost as per provisions of relevant clause

- (ii) **The material shall be consigned to the consignee i.e Store superintendent Dholpur. The Store Superintendent Dholpur or the officer designated for receiving the material , purchased by the contractor for the project work shall issue a receipted challan, and shall keep a separate account of this material. The Store Superintendent Dholpur shall issue further material to the contractor on the instructions of the Nodal officer/Engineer incharge of the project who shall ensure the utilization of earlier issued material to the tune of 80 to 90% .**
 - (iii) Next 35% payment of contract value of material less sales tax shall be made on erection and commissioning of the same after successful & satisfactory certification / verification thereof by the Engineer-incharge.
 - (iv) The contractor/supplier can raise any number of bills in a month to claim the payment for the materials supplied in terms of relevant provisions of the specification/order.
 - (v) **In case ,if any material supplied against any lot / sub lot if fails in CTL test checking then no payment will be made for the respective lot / sub lot.**
- (b) For erection work:
- (i) **100%** 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) The contractor/supplier can raise any number of bills in a month to claim the payment for the materials supplied in terms of relevant provisions of the specification/order.

44.3 Currency of Payment: All payments under the contract shall be made in Indian Rupees only.

44.4 The payment will become due and payable by the Nigam on 30th (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 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 from the date of receipt of bill by him.

44.5 The contractor should furnish an additional B.G(as per annexure-F) equivalent to the 5 % of the contract value i.e for both supply & erection work orders to The Sr. Accounts Officer(TW) in lieu of three tier inspection criteria of REC quality control manual guidelines for his acceptance. In case of non furnishing of additional 5 % B.G, 5 % amount of bill shall be deducted / retained by the Sr.Account Officer(CPC),Jaipur Discom, Jaipur towards three tier inspection criteria of REC. This B.G shall be released after fulfillment of all the contractual obligations required for three tier inspection.

45.0 MODE OF PAYMENT

45.1 The payment for supply of material and erection work shall be made to the contractor by the Accounts Officer (CPC), JVVNL, Jaipur on the basis of value of bill(s) submitted as per provisions of clause 44.0.

45.2 The contractor is required to submit all the bills through concerned Executive Engineer (O&M), duly verified, to the Accounts Officer (CPC), JVVNL, Jaipur for arranging the payment directly to be contractor.

46.0 HANDING OVER/ TAKING OVER

46.1 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.

46.2 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.41.0 "Tests on completion".

46.3 When the specification calls for tests on site, the work shall be taken over and theTaking over Certificate issued immediately after such tests have been satisfactorily carried out.

46.4 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.

- 46.5 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.
- 46.6 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.
- 46.7 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.

47.0 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.

48.0 VENDOR REGISTRATION SCHEME

Supplier/firms/contractors/vendors can get themselves registered/enlisted for participation and execution of contracts against turnkey packages & central Labour Rate Contract under Jaipur Vidyut Vitran Nigam Ltd. as per procedure given herein. Such registered vendors shall be entitled for furnishing EMD at a concessional rate as prescribed under Cl. 5.0 of 'Instructions to Bidder' Vol-II, Part-I of the bidding documents.

1. THE CONTRACTORS FOR ELECTRICAL/ERECTION WORKS SHALL BE ENLISTED IN FOUR CLASSES:

- I) E-I
- II) E-II
- III) E-III
- IV) E-IV

2. ENLISTMENT AUTHORITY AND JURISDICTION OF WORKING

Contractors of E-I and E-II classes shall be enlisted by the Chief Engineer (O&M), and execute the works throughout the jurisdiction of the company. Contractors of E-III and E-IV classes shall be enlisted in respective circle and execute the works under jurisdiction of concerned circle only.

3. EXTENT UPTO WHICH QUALIFIED TO TENDER

The Contractors of various classes shall be qualified to tender/place the work order(s) upto the extent as prescribed below:

S.No.	Class	Extent upto which qualified to tender/place of work order
1	E-I	Up to Rs.500 Lacs
2	E-II	Upto Rs. 125 lacs
3	E-III	Upto Rs. 50 lacs
4	E-IV	Upto Rs. 20 lacs

4. REGISTRATION(ENLISTMENT) FEE AND SECURITY DEPOSIT

S.No.	Class	Amount of Registration fee in cash/Bank Demand Draft (non refundable)	Amount of Security Deposit in cash (non interest bearing)
1	E-I	Rs.10,000/-	Rs. 5 Lacs
2	E-II	Rs. 5000/-	Rs. 1.25 Lacs
3	E-III	Rs. 2500/-	Rs. 0.5 Lacs
4	E-IV	Rs. 1000/-	Rs. 0.2 Lacs

5. PAST EXPERIENCE FOR ENLISTMENT :-

S.No.	Class	Past Experience for Enlistment
1	E-I	Satisfactorily completed electrical/erection works (either on turn key or on labour rate contract or combined together) costing at least Rs. 100 lacs.
2	E-II	Satisfactorily completed electrical/erection works (either on turn key or on labour rate contract or combined together) costing at least Rs. 50 lacs.
3	E-III	Satisfactorily completed electrical/erection works (either on turn key or on labour rate contract or combined together) costing at least Rs.5 lacs.
4	E-IV	Any person .

6. The cost of application form for registration shall be Rs. 50/- (non- refundable).
7. A pass book shall be issued to the registered contractors. The work order placing authority shall make entry in the pass book under his signature.
8. All category of vendors should posses Electrical licence of Govt of Rajasthan.
9. All the amendments/ modifications issued in vendor registration scheme from time to time shall also be applicable for enlistment /registration.

49.0 FURTHER CORRESPONDENCE

- 49.1 The correspondence related to bid and purchase/work order shall be made with the Superintending Engineer (TW), JVVNL, Old Power House, Bani Park, Jaipur-302006.
- 49.2 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).
- 49.3 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).

50.0 ACCEPTANCE OF THE ORDER

The acceptance of order shall be conveyed to the Superintending Engineer(TW), JAIPUR VIDYUT VITRAN NIGAM LIMITED, Old Power House, Bani Park, Jaipur-302006, 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.

PROFORMA OF APPLICATION FOR PAYMENTS

Project :

Equipment : Date :

Name of Contractor : Contract No. :

Contract Value: Contract Name :

Until reference: Application :

Serial number :

To,
The Superintending Engineer(TW),
Jaipur Vidyut Vitran Nigam Limited,
Old Power House, Banipark,
Jaipur-302006

Dear Sir,

Sub: Application for Payment *

Pursuant to the above referred contract dated the undersigned hereby
applies for payment of the sum of

.....

(Specify amount)

The above amount is on account of : (Check whichever applicable)

1. Completed works including supply & erection against running bills

2. Final payment (Schedule **)

as detailed in the attached schedule(s) which form an integral part of this application.

3. The payment claimed is as per item(s) No.(s) of the payment schedule annexed to the above mentioned contract.

4. This application consists of this page, a summary of claim statement (Schedule**) and the following signed schedule:

1. _____ 2. _____ 3. _____

The following documents are also enclosed:

1. _____ 2. _____ 3. _____

Signature of Contractor/authorised signatory

* Applications for payment will be made to 'Engineer' as to be designated for this purpose at the time of award of the contract.

** Proforma for the schedules will be mutually discussed and agreed to during the finalisation of the contract agreement.

**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 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(TW), 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 MD of the Nigam. Jaipur Vidyut Vitran Nigam Ltd.

(Seal to be affixed)

MANUFACTURER'S WARRANTEE FORM

(Warrantee to be furnished on non-judicial stamp paper worth Rs. 100/-)

To,
The Superintending Engineer(TW),
Jaipur Vidyut Vitran Nigam Limited,
Old Powerhouse, bani Park,
Jaipur-302006

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____

Between the The Superintending Engineer(TW), Jaipur Vidyut Vitran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors and assignees) of the one part and _____ hereinafter called "The Contractor" (which expression shall unless excluded by or repugnant to the context includes its successors and assignees) of the other part.

WHEREAS MESSERS _____ (hereinafter called the contractor) agreed to supply the material for erection of ----- on turnkey basis from _____ (Name of line) to the Superintending Engineer(TW), 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 Warrantee for supplying any material free of cost that may be required due to defects arising from faulty materials, design and workmanship, so as to make it meet the guarantees and requirements of the contract.

AND WHEREAS at the request of the Superintending Engineer(TW), the contractor M/s _____ has agreed to execute these presents.

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

1. The Contractor hereby guarantees to the Superintending Engineer(TW), Jaipur Vidyut Vitran Nigam Ltd., the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the contractor to supply materials of the good quality, design and workmanship and the Contractor further guarantees to the Jaipur Vidyut Vitran Nigam Ltd. that they (M/s _____) shall substitute and supply any material free of cost that may be required due to defects arising from faulty material design and workmanship and the Contractor undertakes to indemnify and keep the The Superintending Engineer(TW), Jaipur Vidyut Vitran Nigam Ltd. indemnified to the extent of full value of contract (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 supply materials of good quality, design and workmanship as aforesaid.

The decision of The Chief Engineer(RP), Jaipur Vidyut Vitran Nigam Ltd. as to whether the contractor (M/s _____) have failed or neglected to perform or discharge their duties and obligations as aforesaid shall be final and binding on the Contractor.

2. The Warrantee herein contained shall remain in full force and effect during the period that would be taken in the performance of the said contract and it shall continue to be valid 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 Warrantee after 12 months from the date of commissioning/taking over of the line provided further that if any claim arises by virtue of this Warrantee before the aforesaid date, the same shall be enforceable against the Contractor notwithstanding the fact that the same is enforced after the aforesaid date.
3. The Warrantee herein contained shall not be affected by any change in the constitution of the Contractor.
4. The Contractor further undertake not to revoke, this Warrantee during its currency except with the previous consent of the The Superintending Engineer(TW), Jaipur Vidyut Vitran Nigam Ltd. in writing.
5. All disputes arising under the said Warrantee, between the Contractor and the Jaipur Vidyut Vitran Nigam Ltd. shall be subject to the jurisdiction of Courts, only at Jaipur in Rajasthan alone.

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

Yours faithfully,

(EXECUTANT)

Signed by the above named Contractor in presence of:-

(Signature with full Name and Address)

Witness:-

1.

2.

(Attested by Notary Public or First Class Magistrate or directly confirmed by the executing Contractor)

SECURITY BANK GUARANTEE

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

The SUPERINTENDING ENGINEER (TW),
Jaipur Vidyut Vitran Nigam Limited
Old Power House, Banipark,
Jaipur-302006

In consideration of the SUPERINTENDING ENGINEER (TW), Jaipur Vidyut Vitran Nigam Limited Jaipur (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 (TW) or any other officer exercising the powers of SUPERINTENDING ENGINEER (TW), 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 (TW), 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.

PERFORMA FOR PERFORMANCE BANK GUARANTEE FORM

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

To,
The SUPERINTENDING ENGINEER (TW),
Jaipur Vidyut Vitran Nigam Ltd..
Old Power House, Banipark,
Jaipur-302006

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the SUPERINTENDING ENGINEER (TW), 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 -----turnkey basis to the SUPERINTENDING ENGINEER (TW), 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(material & erection) by way of security for supplying any material and 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 (TW), 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 supply material and 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 supply any material 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 (TW), 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 (TW), 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 (TW), 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 (TW), 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 (TW), 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 SUPERINTENDING ENGINEER (TW) or any other officer exercising the powers of SUPERINTENDING ENGINEER (TW), Jaipur Vidyut Vitran Nigam Ltd. 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 (TW), 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.
9. IN WITNESS WHEREOF THE BANK HAS executed these presents the day and year written above.

10. 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.

BANK GUARANTEE FORMAT

ADDITIONAL 5% RETENTION AGAINST THREE TIER INSPECTION

BG Number _____
Issue date _____

To,

The Superintending Engineer(TW),
Jaipur Vidyut Vitran Nigam Limited,
Old Power House Premises,Banipark,
Jaipur-302006

Dear Sir,

Whereas Jaipur Vidyut Vitran Nigam Limited, Jaipur (hereinafter called the Purchaser) has awarded orders on M/s. _____ for electrification of villages, dhanies & release of BPL connections under various RGGVY schemes.

Whereas M/s. _____ hereinafter referred to as contractor have requested us _____ (Bank's name) to furnish the Bank Guarantee of Rs. _____ (Rupees _____ only) equivalent to 5% of contract value of Work Orders placed by the Superintending Engineer (TW), Jaipur Vidyut Vitran Nigam Limited, Jaipur vide No. _____ dt. _____ (for supply) & No. _____ dt. _____ (for erection) under TN _____, in lieu of additional 5% retention money against Three Tier Inspection pursuant to the order No. JPD/SE/RE&TW/F. /D.942 dt. 25.5.2010 duly acknowledged by the contractor enabling JVVNL to release /not withhold the additional 5% retention money against Three Tier Inspection. This BG would be released only after handing over of complete project and on completion of Three Tier Inspection as per guidelines of REC is over upto the entire satisfaction of the purchaser by M/s. _____ and till such time the BG would be kept valid.

Under this Bank Guarantee, we _____ (Bank's Name) having their registered office at _____ (address) and branch office at _____ (address) hereby undertake

unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely to make payment to the purchaser immediately on his first demand without any demur and any other objection whatsoever on our part and without his first claim to the contractor for the amount not exceeding Rs. _____ (Rupees _____ only). The bank is

bound to remit the amount upto the amount as mentioned and undertaken in this

guarantee immediately on receipt of very first demand in writing during the validity (including grace period) of this guarantee, without questioning the ground / reason whatsoever leading to above demand / claim by the purchaser.

The Bank further undertakes not to revoke this guarantee during its currency except with the prior consent of the Superintending Engineer (TW), JVVNL, Jaipur in writing.

Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs._____ (Rupees_____only) and the guarantee shall remain in force upto _____unless demand or claim in writing is presented on the Bank within one month from the date of its expiry of validity (including grace period), the Bank shall be released and discharged from all liabilities there under. However, the validity of the Bank Guarantee shall be extended as and when required by the purchaser.

This guarantee shall remain valid for a period of _____from the date of its issue i.e. upto_____excluding a grace period of three months.

IN WITNESS WHEREOF the Bank has executed these presents the day_____of _____.

Yours faithfully

(Bankers)

Executant

Witness:

1. _____
Signature

2. _____
Signature

Name _____

Name _____

Signature code _____

Signature code

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 (TW), JVVNL, Jaipur.

JAIPUR VIDYUT VITRAN NIGAM LIMITED
OFFICE OF THE SUPERINTENDING ENGINEER (TW)
OLD POWER HOUSE, BANI PARK, JAIPUR - 302006

Volume II

(Part-III)

ERECTION CONDITIONS OF CONTRACT

(ECC)

CONTENTS

CLAUSE NO.	DESCRIPTION	PAGE NO.
1.0	GENERAL	3
2.0	REGULATION OF LOCAL AUTHORITIES AND STATUS	3
3.0	OWNER'S LIEN ON EQUIPMENT	3
4.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES	3-4
5.0	ACCESS TO SITE AND WORKS ON SITE	4
6.0	CONTRACTOR'S SITE OFFICE ESTABLISHMENT	4
7.0	CONTRACTOR'S REPRESENTATIVE AND WORKMEN	4
8.0	DISCIPLINE OF WORKMEN	4
9.0	CONTRACTOR'S FIELD OPERATION	5
10.0	CHECKING OF INSPECTED MATERIAL BEFORE USE	5
11.0	MAN-POWER REPORT	5
12.0	PROTECTION OF WORK	5-6
13.0	EMPLOYMENT OF LABOUR	6-7
14.0	FACILITIES TO BE PROVIDED BY THE CONTRACTOR	7
15.0	LINES AND GRADES	7
16.0	FIRE PROTECTION	8
17.0	SECURITY	8
18.0	CONTRACTOR'S AREA LIMITS	8
19.0	PROTECTION OF MONUMENTS AND REFERENCE POINTS	8-9
20.0	MATERIALS HANDLING AND STORAGE	9-10
21.0	CONSTRUCTION MANAGEMENT	10
22.0	FIELD OFFICE RECORDS	11
23.0	CONTRACTOR'S MATERIALS BROUGHT TO SITE	11
24.0	PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY	11-12
25.0	INSURANCE	12
26.0	UNFAVOURABLE WORKING CONDITIONS	13
27.0	WORK AND SAFETY REGULATIONS	13-17
28.0	EXAMINATION OF WORK BEFORE COVERING UP	17-18
29.0	REMOVAL OF IMPROPER WORK AND MATERIAL	18
30.0	SETTING OUT OF WORK	19
31.0	MINOR ACCESSORIES FOR COMPLETION OF WORKS	19

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.

13.5.1 Any Variation in minimum wages notified by the Sate Govt. during the currency of contract shall be to the Nigam's account as per the following formula within scheduled contract completion period:

$$E_p = E_{p0} \left(0.4 + 0.6 \times \frac{W_{L1}}{W_{L0}} \right)$$

Where E_p stands for Erection charges payable.

E_{p0} stands for Erection charges as per PO.

W_{L1} = Revised average minimum wages of skilled, semi skilled, unskilled labour issued by state Govt. This however, shall become applicable after three months from the date of its issue. .

W_{L0} = Average minimum wages of skilled, semi skilled, unskilled labour issued by state Govt. applicable at the time of opening of tender.

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.