Acceptance of Tender

TO,
M/s
Electrical Research and Development Association (ERDA)
Makarpura Industrial Estate
Vadodara-390010

Email address:
krunal.darji@erda.org & sailesh.modi@erda.org

Phone number: 7874050985, 9978940925

Subject: Appointment of Project Management Agency to assist DGVCL in Gujarat for Implementation IPDS and DDUGJY

Reference:-(1) Our Tender No. DGVCL/SD&P/Appointment of PMA/2003 dtd 19.05.2015
(2) Our LOA Number: DGVCL/sd&p/00921 dtd.20.01.2016
(3) Bank Guarantee number: 156971116000047 date 25.01.2016 Valid up to 24.01.2019.

Dear Sir,

We are pleased to appoint a Project Management Agency to assist DGVCL in Gujarat for implementation IPDS and DDUGJY as per the conditioned mention in following Documents of A/T.

The total value of the project is Rs 1,53,40,847.40/- (One crore, Fifty Three lacs, forty thousand eight hundred forty seven and paise Forty only)

You had submitted the Bank Guaranty as per reference number (3) against security deposit (10 % of order value i.e. Rs 1,53,40,847/-) and executed the agreement on dated 30.01.2016.
Schedule A shows the item wise breakup of the project cost.

I. Section 1: Scope of work & General Condition

II. Section 2: Commercial Terms and Conditions And legal terms and Condition.

III. Section 3: Schedule A

Section I:

1.0 Scope of Work:

The scope of work of the PMA includes but not limited to provide project management services by hand holding of the project from the concept to commissioning in entire area of DGVCL jurisdiction under DDUGJY & IPDS.

1. Finalization of BOQ, Preparations of RFP including GTP, Technical specifications, drawing and general terms and conditions of contract and uploading the same on DGVCL website and getting published in the newspaper after due approval.

2. Pre-bid conference including addressing queries of prospective bidders including uploading of addendum, corrigendum etc as required.

3. Bid opening and evaluation of bids on the basis of tender requirement and terms and conditions including finalization of the list of technically qualified bidders.


5. Verifying the detailed survey report submitted by turnkey contractor including freezing of bill of quantity, material and works to be executed.

6. Verifying CPM/PERT/Bar chart etc including formulation of supervision and monitoring system for project execution.

7. Supervision and monitoring of all site works under the scope of implementing agency including quality checks in respect of material used and execution of works with specific emphasis on different elements completions timelines etc.

8. To ensure and report about material being used and quality of work being executed conforming to GTP, Technical specifications, drawing, general terms and conditions etc at all stages and submission of progress report including different inspection reports. Witnessing the Acceptance Tests as per relevant IS and as specified in the purchase order, at the Company's works / Testing Lab.
9. Management of work flow and material flow required for the work.

10. Inspection of the sub-vendor's workshop/factory to assess the capa and delivery plans of both sub vendor and manufacturer and advice client accordingly.

11. Supply chain management.

12. To ensure that the materials approved after inspection and test as required only are used.

13. To ensure and report through expert mechanism that the material tested are used for this scheme only.

14. Supervision/monitoring of the Bar chart/respective MIS report generated for the works being executed by the turnkey contractor.

15. Checking and conformation of as built drawing with original one after completion of the work.

16. Measurement of the material supplied, works executed by the turnkey contractor and certification of the bills submitted by turnkey contractor.

17. Verification of bills and measurement.

18. Organize and conduct meetings as desired by client and submit reports / proceedings of the meetings to client.

19. Taking suitable action against instruction given by client in meetings and inspections.

20. Assistance to inspection team of client.

21. Preparation and submission of all reports required by client and reports required to be submitted to various agencies including government.

22. Assistance to client in taking over of the completed works after User Acceptance Test (UAT).

23. Close coordination with turnkey Contractor and DGVCL Field Officers, DDUGJY & IPDS In-charge, Nodal officer DDUGJY & IPDS etc.

24. To attend all review meetings.

25. To maintain adequate front end support with negligible back end support.

26. Preparation of work completion reports.
9. Management of work flow and material flow required for the work.

10. Inspection of the sub-vendor's workshop/factory to assess the capa and delivery plans of both sub vendor and manufacturer and advice client accordingly.

11. Supply chain management.

12. To ensure that the materials approved after inspection and test as required only are used.

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24. To attend all review meetings.

25. To maintain adequate front end support with negligible back end support.

26. Preparation of work completion reports.
27. Preparation of scheme closure reports.

28. Reports to be submitted to scheme funding agencies if any.

29. Certifying additional cost.

30. Specifying the amounts payable.

31. Recommending rates either for existing items of work which arises from the variation of quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of contract.

32. Issuing order for special tests required but not provided in the contract and determining the costs of such tests which shall be added to the contract price (only with the approval of client). Checking quality assurance of raw materials used, manufacturing practices followed, electri consumption pattern review, inspection of other relevant records that may arise depending on the nature of materials / equipments as per standard and specification approved by DGVCL.

33. Issuing/approving Technical Specifications if not provided for an item of works in the construction contract document and similarly, for any change in Technical Specification of any item of work (only with the approval of client).

34. Instructing acceleration measures to reduce delays.

35. Prepare the Variation Orders for the approval of employer.

36. Examine and recommend the proposals for extension of time for the approval of employer, if required.

37. Scrutinize Contractor's claims and advise the Employer on the admissibility of the claims.

38. Assist the client in taking remedial action to avoid slippages leading to delay in completion of works by the contractor and consequent cost overruns.

39. Testing and certifying commissioning of the project.

40. Checking of 100% works after their execution.

41. Assist in any dispute settlement.

42. Report compilation regarding progress of the project.

43. Co-ordination with outside agencies, REC, PFC,MoP, or different department, State Govt., DGVCL.
44. Co-ordination with implementing agency/turnkey contractor for smooth and timely work completion.

45. Recommendation about release of payment of running and final bills to turnkey contractor/departmental or any contractor/suppliers.

46. Overall project monitoring and coordination between stackholders.

47. Deputation of skilled manpower in each circle for regular monitoring, appraisal of work progress and quality of work being executed.

48. Any other allied activities deemed necessary for successful and timely completion of work during contract execution.

2.0 Coordination with Nodal Agency MOP and any other works as may be required to achieve the objectives of the scheme.

3.0 Guideline of PFC and REC is to be applicable time to time. Also instruction from PFC & REC for IPDS & DDUGJY during the contract period is also to be applicable.

4.0 The primary goal of the PMA is to monitor implementation of efficiency improvement program/projects and report the progress to DGVCL management to assist in priority based decision making.

5.0 Man Power Deployment:

- You have to deploy a suitable task force of well-qualified and experienced designated person as per the details given in tender. The name of the persons is be deployed for completion of services included under the scope of this specification, along with their relevant experience and curriculum vitae.

- All the designated persons have to be stationed on full time basis at DGVCL defined head-quarter for every person each for related activities and to be to be stationed accordingly. They will take prior permission before leaving headquarter.

- Your team shall be available at the head quarter on all working days defined by DGVCL. The onsite team shall be eligible for weekend offs and other national/gazetted holidays. However they may be required to work and be present on holidays, as and when required.
6.0 Technical establishment and Coordination:

➢ You have to establish your offices including deployment of requisite manpower separate for IPDS and DDUGJY, required vehicles and other infrastructure at head quarter defined by DGVCL on continuous basis & at circle/district level on requirement to oversee the project in the entire circle/district and ensure the smooth interface with utility and contract for day to day affairs.

➢ All the designated persons are to be resourcefully deployed and equipped with I.T. infrastructure i.e. Lap-top Computers, internet connectivity and mobile communication exhaustively at their own cost.

➢ Required vehicles to be deployed by you throughout the project period for the required activities as per scope of work incl. site survey, verification, inspection, meeting, training etc. in DGVCL area and the maintenance and running cost of the same is to be borne by you. No vehicles will be provided by DGVCL.

➢ You have to conduct and attend exhaustive meeting, training and other programs related to the project work and activities time to time as per project requirement.

➢ It is your responsibility to make arrangements for the engagement of all the required personnel and for their wages, payment, housing, feeding, safety measures, training, transport and any other employee facilities.

7.0 Security Deposit: PERFORMANCE GUARANTEE TOWARDS SUPPLY (SECURITY DEPOSIT)

You have to pay the security deposit of 10 % of order value of Rs 1,53,40,847.40/- within 15 days from the issue of LOA.

Accordingly you have paid the security deposit of Rs.15,34,840/- as a bank guarantee No 156971116000047 Indian Overseas Bank Validity up to 24.01.2019 /-)

The Security Deposit will be returned to the Contractor without any interest at the end of scope of work.

8.0 Local Condition :

You should be fully conversant with all local conditions and factors which may have any effect during the project period.
9.0 JURISDICTION OF CONTRACT:
The laws applicable to the contract shall be the laws in force in India. The courts of Surat shall have exclusive jurisdiction in all matters arising under this project.

10.0 COMPLETION PERIOD:
Time limit of the contract is 36 months.

Tenure of appointment:
The term of appointment of the PMS shall be for 36 months.
In case of delay in execution of works beyond 36 months, the services of the PMA shall suitably be extended by DGVCL without any additional financial burden and it is also to submit extension of PBG one month before expiration of the PBG otherwise fresh PBG to be submitted.

11.0 During this AT Period all mandatory license must be effective /renewed.

Section: 2: Commercial Terms and Conditions & Legal terms and condition

1.0 Compliance with Laws:

a) The PMA shall in all respects be interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.

b) The PMA shall be fully responsible for deducting the P.F. of the employees/labour Working under him as per statutory regulations and depositing the same with the concerned authorities.

c) The PMA shall comply with the relevant laws of India.

2.0 Establishment and Coordination:

a. PMA has to establish their offices including deployment of requisite manpower separate for IPDS and DDUGJY, vehicles and other infrastructure at head quarter defined by DGVCL on continuous basis & at circle/district level on requirement to oversee the project in the entire circle/district and ensure the smooth interface with utility and contract for day to day affairs.

b. The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all the required personnel and for their payment, housing, feeding, safety measures, training, transport and any other employee facilities.
c. The Contractor will be expected to employ on the Work only his regular skilled employees with experience of the particular type of Work. No female personnel shall continue with the work after darkness. No person below the age of eighteen years shall be employed.

d. In case, the Employer becomes liable to pay any wages or dues to the personnel 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 and commission of the Contractor, the Employer may make such payments and shall recover the same from the Contractor’s bills.

3.0 Penalty for delay in the completion of Work:

For any delay in providing service or activity as per tender condition and time to time guidelines by PFC & REC as well as other all activities with submission of report beyond stipulated completion period defined by DGVCL, penalty at the rate of 0.5 % per week of delay or part thereof shall be levied subject to the ceiling of 10 % maximum of the work order value (end cost).

The Penalty per resource would be imposed in case of exit/replacement of resource from the period within below mentioned period starting from the date of deployment of respective resource:

1. Within one year – Rs 1,00,000 (Rupees one lacs)
2. After 1 year-Rs 25000 (Rupees twenty five thousand)

➢ In case of absence (apart from allowed leaves) of a resource during project period a penalty of Rs 1000 /- per working day per resource will be levied for such absence.

4.0. Accidents:

The Contractor shall be liable for and shall indemnify the Employer against all losses, expenses or claims arising in connection with the death of or injury to any person employed of the Contractor or his sub Contractors during the contract period.

5.0. Insurance:

The Contractor shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the Employer other than the Works arising out of the performance of the Contract and occurring before the issue of the last Defect Liability Certificate. Such
insurance shall be affected before the Contractor begins any Work on the Site. Copy of insurance is required and bidder should be submitted.

6.0 Force Majeure.

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

a) War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;

b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

c) Rebellion, revolution, insurrection, military or usurped power and civil war;

d) Riot, commotion or disorder, except where solely restricted to employees of the Contractor.

e) Neither party shall be considered to be in default nor in breach of his obligations under the Contract to the extent is that performance of such obligations prevented by any circumstances of Force Majeure that arise after the date of the Notification of Award.

f) If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.

g) Upon the occurrence of any circumstances of Force Majeure, the Contractor shall endeavour to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-Charge of the steps he proposes to take including any reasonable alternative means for performance, which are not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer-in-Charge.

h) If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days’ notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall continue, the Contract shall terminate.
7.0. Taxes and Duties:

The PMA and the personnel shall pay the taxes duties fees levies during contract and DGVCL shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

Statutory deduction will be made as per applicable rules & rates for TDS, service tax & welfare cess etc. (if applicable as per service tax reverse charge mechanism w.e.f. 01.07.2012, applicable service tax amount on part of service receiver liability will be deducted from the party's bill) All other statutory liabilities towards will be on the part of contractor. No statutory variation will be allowed.

1% welfare cess will be deducted from contractors each bill by DGVCL to pay the same to the respective Govt. Department.

8.0. Compliance of Laws

The successful bidder will certify that he has complied with the provisions of Industrial & Labour Laws including PF Act, ESI Act etc. as may be applicable. Copy of challans of PF related to be submitted along with bill.

9.0. Payment Terms:

General terms and conditions of Payment Schedule

1) All payments shall be made by the Purchaser in favour of the PMA (Supplier)

2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.

3) PMA shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.

4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice.

5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by PMA is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/supply/service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
6) If additional work is required beyond the scope of the Services specified the estimated periods of engagement of Personnel set forth in the appropriate Bid Response Format may be increased by agreement in writing between the Purchaser and the PMAs. Any such change shall be done as per Clause 31 of GCC and Clause 1.8 of SCC.

7) All payments under this Contract shall be made to the account of the IT Consultant with (Bank & A/c No.):


Payments will be made by the Purchaser to the PMA as per Contract

Value quoted in the Formats for Financial Proposal and agreed in the Contract, as follows:

Payment Schedule

- **Advance Payment**: 10% of the contract value shall be payable as "Initial Mobilization Advance" after signing the contract and submitting the necessary Advance Bank Guarantee of 10%. The same will be released on completion of contract/assignment.

- **Milestone based payment**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>% of Contract Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Customised RFP document/Notice Inviting Tender (NIT) for contractor/supplier Appointment by DGVCL</td>
<td></td>
</tr>
<tr>
<td>• Release of Customised RFP document for appointment of turnkey contractor or partial turnkey contractor or finalization of material supplier in case of departmental work. DGVCL may its discretion to carried out work.</td>
<td>10%</td>
</tr>
<tr>
<td>• Finalisation of contract with selected bidder. Bidder may be separate for DGVCL &amp; transmission company viz. GETCO</td>
<td></td>
</tr>
<tr>
<td>Release of Letter of Award of Contract for work execution to agency by DGVCLto the successful bidder</td>
<td></td>
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</table>
10.0 Arbitration

All questions, disputes or differences whatsoever, which may, at any time, arise between the parties i.e. DGVCL and the contractor upon or in relation to or in connection with the Contract shall be referred to sole Arbitrator appointed by the Managing Director DGVCL for that purpose, who shall be retired High Court Judge or a retired District Judge and the decision of the said Arbitrator shall be final and binding upon the parties.

Reference to the Arbitrator shall be final and binding upon the parties governed by the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time and the Rules made there under. The Arbitration proceedings shall be conducted at Surat, Corporate Office of DGVCL or at any such place as the sole Arbitrator may determine. The award of the sole Arbitrator shall be final and binding upon the parties.

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

11.0 Employment of Labour

(a) Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.

(b) Contractor shall maintain a valid labour license under the Contract Labour (Regulation and abolition) Act for employing necessary manpower required by him. In the absence of such a license, the contract shall be liable to be terminated without assigning any reason thereof. Contractor should also employ qualified and experiences persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.

(c) In case DGVCL becomes liable to pay any wages or dues to labour or any Government agency under any of the provisions of the Minimum Wages Act, Payment of Wages Act, Employee Compensation Act, Contract Labour Regulation Abolition Act, Employee Provident Fund or any other law due to act of omission of the Contractor, DGVCL may make such payment and shall recover the same from the Contractor’s bills.
12.0 PROVIDENT FUND AND FAMILY PENSION SCHEME

The Contractor shall submit along with his bills (month wise) a Statement regarding deduction against employees Provident Fund and Family Pension Scheme in respect of each concerned employee. The contractor's contribution and the workers' contribution towards Provident Fund and Family Pension Scheme shall be done at the rate made applicable by the Government from time to time and deposited by the contractor with Regional Provident Fund Commissioner, Surat.

13.0 DEPOSIT LINKED INSURANCE SCHEME

The contractor shall have to deposit 1.2% of the wages in respect of employees who are members of the Provident Fund as the contribution to the Deposit Linked Insurance Scheme with Regional Provident Fund Commissioner, Surat.

14.0. ADMINISTRATIVE CHARGES

Administrative charges for maintaining Provident Fund Account shall be deposited by the Contractor with Regional Provident Fund Commissioner, Surat at the rates applicable.

15.0 PAID LEAVE FACILITY

Paid Leave Facility at the rate of one day for every twenty days worked by the Contract Labour shall be provided by the Contractor to his, workers. He shall maintain Leave Records, Leave Cards for individual laboror which shall be duly verified, approved and certified by the Authorized Officer of DGVCL. Remuneration for such leave period shall be fully borne by the Contractor.

16.0 Workmen's Compensation and Employer's Liability Insurance

Insurance shall be affected for all the Contractor's employees engaged in the performance of this contract.

17.0 wages to be Paid & Time of Payment etc. by the Contractor

a) The Contractor shall pay minimum wages per day to his Labours/ Workers as per rates fixed under the Minimum Wages Act. The wages of every Contract Labour employed by him under this contract shall also be paid by him before
the expiry of 7th day from the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month).

b) Any default will result in cancellation of contact forthwith or else the Contractor shall be punishable to the extent of Rs. 100/- for each day of default.

c) The Contractor shall give his Addresses, Telephone Number and etc. to DGVCL, so that, in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office within working area and the contractor keep himself present throughout the working hours.

d) The separate P.F. code issued from RPFC is required to be taken by the contractor and if it is not taken, offer of the firm will not be considered. The attested documentary evidence to be submitted along with the offer.

e) The contractors who are having separate P.F. Code No. from RPFC, it should be ensured that all the contract labourers are covered under the provident fund scheme and employees’ pension scheme and their contributions are remitted regularly to the concerned RPFC. The photo copies of the chalan in this regard should be collected from the concerned contractor and kept in the file of the concern contractor.

18.0 Secrecy:

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of DGVCL and shall not be used for any other purpose, except for the execution of the contract. All rights related to the technical specifications, drawings and records are reserved by DGVCL only and no part or partial should be reproduced, copied or alter without prior permission to DGVCL in writing. In the event of the breach of this provision, DGVCL can claim the damages caused by such events.

19.0 Removal or Replacement of Personal:

For any reason beyond the reasonable control of consultants, it becomes necessary to replace any of the personnel, the PMAs shall forthwith provide as a replacement a person of equivalent or better qualification.

If DGVCL finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or dissatisfied with performance of any of the personnel, on request of DGVCL, PMA shall provide a person with qualification and experience acceptable to DGVCL
Please acknowledge receipt of this A/T on your Company’s Letter Head within Seven Days of receipt of the A/T

All the correspondence on Company’s letter head / paper on the subject be addressed to

ACE (SD&P) DGVCL,
Corporate office, Surat.

For and on behalf of
Dakshin Gujarat Vij Company Limited,
Chief Engineer (O&M)

Enclosed: Schedule – “A”

Cfwcs.to:

(1) EA to MD Corporate Office DGVCL Surat
(2) General Manager (F&A) Corporate Office DGVCL Surat
**Schedule A**

Subject: Appointment of Project Management Agency to assist DGVCL in Gujarat for implementation of IPDS and DDUGJY.

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description</th>
<th>Estimated Total Amt. (INR) (Incl. all taxes)</th>
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<tbody>
<tr>
<td>1</td>
<td>Appointment of Project Management Agency for IPDS scheme</td>
<td>77,09,788.80</td>
</tr>
<tr>
<td>2</td>
<td>Appointment of Project Management Agency for DDUGJY scheme</td>
<td>76,31,058.60</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>1,53,40,847.40</strong></td>
</tr>
</tbody>
</table>

Chief Engineer (O&M)
DGVCL Corporate office
Surat