

THE FOLLOWING CLAUSE SHALL BE DEEMED TO HAVE BEEN INCLUDED IN ALL TENDERS FOR BUILDING WORKS ESTIMATED COST UP TO & ABOVE Rs. ONE CRORE.

NOMINATED ELECTRICAL SUB-CONTRACTOR

- 1 The main contractor shall identify in his bid/offer and name Electrical Contractor who will execute electrical items of the contract. Such electrical contractor will be referred to as "Nominated Electrical Sub Contractor". The Electrical Sub-Contractor shall fulfill the following conditions.
 - 1.1 He should be registered in Appropriate Class as Electrical contractor by any Electrical Division of R&B Department or Narmada and Water Resources Department of Government of Gujarat.
 - 1.2 He should be holding currency valid registration certificate issued by the above specified Electrical Division.
 - 1.3 He should have spare capacity to execute the electrical component of the contract work taking into consideration his contract works on hand. For this purpose, he should furnish the statement showing the details of contract works on hand, total value of such works executed up to the month including the month of submission of this offer and the balance value of contract works in progress yet to be executed.
- 2 The main contractor should produce with his offer "Memorandum of Understanding" with the Electrical Sub Contractor disclosing the terms and conditions Specifying the obligations regarding performance of the contract work pertaining to Electrical portion of this tender. Such memorandum of understanding must contain, besides other terms, the following provision. "That in respect of work, goods, materials or services the subject of the Sub contract, the nominated Electrical sub contractors will undertake towards the contractor the like obligations and liabilities as are imposed on the contractor towards the employer by the terms of the contract"
- 3 The nominated Electrical Sub Contractor shall be approved subjects to the following condition.
 - 3.1 The works, goods, materials, services and electrical items to be executed by the nominated electrical sub contractor will be subject to approval and supervision of Executive engineer (electrical).
 - 3.2 The rates, quantities as measured and amount payable for electrical items of work will be certified by the in Charge engineer (electrical) APMC Unjha and the same will be paid in the running bills and final bill of the main contractor.
 - 3.3 The main contractor and nominated electrical sub contractor will be jointly responsible for quality of electrical portion of contract work and for rectification of defective work up to defect liability periods as per condition of contract i.e. as in the tender document.
 - 3.4 Prior approval of the engineer in charge will be necessary for relieving nominated electrical sub contractor before contract work is accepted as completed and for appointment of new electrical sub contractor. The approval will be given subject to such conditions as the engineer in charge may consider necessary for satisfactory and timely completion of electrical portion of contract. The engineer in charge will have powers to reject the premature relief of nominated electrical sub contractor if he is not satisfied with reasons for relieving the nominated electrical sub contractor and after such refusal, the main contractor shall be deemed to have committed default in performance of the contract if he do not restore the originally approved nominated electrical sub contractor. The approval of new electrical sub contractor will be subject to fulfillment of all requirements prescribed for approval of electrical sub contractor.
- 4 The bidder shall have to confirm that the electrical sub contractor shall execute the electrical items of the contract fulfilling following requirement.
 - 4.1 All equipments, materials and other accessories to be provided by the contractor under the terms of this contract shall confirm to the relevant ISS samples of materials and accessories to be supplied shall be furnished for approval to the engineer in charge well before they are used on the work. The make of these shall be preferred from the approved list of material for use on works for relevant SOR or at appendix of the tender document as may apply.

- 4.2 The installation shall also be carried out strictly in conformity with the requirement of Indian electricity act-1910 as amended and the Indian electricity rules 1956 as well other statutory regulations that may be relevant to such electrical installations.
- 4.3 In this electrical work, erection, testing and commissioning shall comply with relevant Indian standards and codal practice in force.
- 4.4 Good workmanship is the essence of this contract and shall be observed during executing of work at all times. A qualified and experienced supervisor shall be engaged appropriate nature of work by the contractor as well any defect noticed by the engineer in charge shall be rectified by the contractor immediately free of cost.
- 4.5 After completion of works / installations necessary tests will be carried out as may require under relevant rules including:
- a) Insulation resistance test with 500 v / 1000 v meger for 250 v / 415 v system respectively and the test result should not be less than 1 mega ohm value.
 - b) Resistance to earth of any point in grounding system the test result should not exceed one (1) ohm.
- 4.6 On completion of the electrical installation work the contractor shall submit six copies of "RECORD PLAN" indicating very clearly the runs of various size of mains, submains, position and circuit of all points with their subjective controls etc. duly signed by the licensed electrical supervisor & contractor under whose supervision this work has been carried out.
- 4.7 The electrical contractor shall furnish the test certificate / test reports in prescribed proforma duly signed as may require and arrange to obtain electrical power connection from the licensee of the region on completion of this work without any delay.
- 4.8 Any other clause that may be thought proper and applicable by the Government shall be binding on the bidder.
- 5 The employer will not be responsible for financial settlements and disputes settlements between the main contractor and electrical sub contractor.
- 6 Before issuing the completion certificate or preparation of the final bill the engineer in charge shall be entitled to demand from the main contractor reasonable proof that all payments, less retentions, security for performance, tax deductions in respect of work or goods, material or services rendered by or supplied by nominated electrical sub contractor have been paid or discharged by the contractor to the nominated electrical sub contractor. If the main contractor can not satisfy the employer by furnishing reasons for non payment of dues to the nominated electrical sub contractor, the engineer in charge shall be entitled to retain the disputed amount after production mutually agreed settlement of account or the award of the arbitrator to be nominated by engineer in charge for settlement of such dispute at the cost of main and nominated electrical sub contractor.

Also the security deposit along with performance bond of electrical sub contractor shall become refundable only after getting no objection certificated from concerned authority.

Chairman
The Agricultural produce Market Committee
Unjha