
	DAKSHIN GUJARAT VIJ COMPANY LIMITED CIN U40102GJ2003SGC042909 (A Government of Gujarat Undertaking)		 आज़ादी का अमृत महोत्सव
	"URJA SADAN" CORPORATE OFFICE		
	Kapodara Char Rasta, Nana Varachha Road, Surat-395 006. Ph. No.: 0261-2506151/152		
	Website: www.dgvcl.com	e-mail: acepdgvcl@yahoo.in	

TENDER NOTICE NO. : DGVCL/Corp./Civil/ARC Furniture/300

TENDER DOCUMENT

FOR

"Annual Rate contract for Day to day repair of office furniture for maintenance in corporate office"

TECHNICAL BID

Addl. CHIEF ENGINEER (P)
DAKSHIN GUJARAT VIJ COMPANY LIMITED
"URJA SADAN", CORPORATE OFFICE, NEAR KAPODARA CHAR RASTA,
NANA VARACHHA ROAD, SURAT – 395 006

DAKSHIN GUJARAT VIJ COMPANY LIMITED

GENERAL INSTRUCTIONS TO THE TENDERERS

Online percentage rate tenders are hereby invited for work of "**Annual Rate contract for Day to day repair of office furniture for maintenance in corporate office**" - for Dakshin Gujarat Vij Company Limited, Surat (herein after referred to as DGVCL). The project is located in Surat District in the state of Gujarat.

1. The work shall be carried out according to the enclosed General Conditions, other conditions, Technical Specifications etc & such of the working drawings approved by the DGVCL.
2. Tenders must be **uploaded online** in the enclosed schedule of work & quantities. Those received in any other form will not be accepted. They should be accompanied by a covering letter in which the bidder should give all information as called for in the specifications & any other point which he would like to be considered along with the tender.
3. All technical specification should be as per Specification accepted by DGVCL. No deviation in specification shall be allowed and decision of DGVCL shall be final.
4. **Document with bid submission**
 - Bidder has to upload scanned copies of original (Notarized/ Self Attested copies of original- as specified in tender document) documents in **online electronic forms** (e-tendering) in scheduled time with bid and physical documents not required.
 - It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible and should not be password protected.

[A] Online Preliminary stage (This is mandatory): -

- (i) Original Receipt of Payment of Tender fee/EMD amount through RTGS/NEFT/Online, shall have to be uploaded **online in electronic form** in preliminary stage.
- (ii) GST Registration Certificate (Provisional Certificate is not allowed).

[B] Online Technical stage (This is mandatory): -

- (i) Bidder have to submit self declaration on the their Letter Head regarding "No Deviation in tender Terms & Condition".
- (ii) Scanned Copy of all the documents mentioned in **Prequalification Criteria** duly sealed & signed of Bidder.

First the Preliminary Stage will be opened & only if the documents towards payment of Tender fee & EMD are found in order as per tender requirements specified above, then only the technical stage will be opened which may please be noted.

Bidders shall submit **Technical Bid & Price Bid On-Line only and not in physical form**

5. Tender Fee:

Tender fee (Non-refundable) plus GST as applicable notified in the tender notice should invariably be paid by below mentioned way otherwise offer will be ignored out rightly. **(This is Mandatory)**

- Bidder **should pay Tender Fee by RTGS/NEFT/Online**. If tender fee amount paid by RTGS or NEFT in that case receipt of payment transfer through RTGS/NEFT must be uploaded in preliminary stage.
- Bidder can pay the Tender fee amount in cash (Up to Rs. 10,000/-) at Case counter of corporate office, DGVCL during working days between 10:30 A.M. to 04:00 P.M. before

the due date and time for submission of tender. Bidder must be uploaded the scanned copy of Original money receipt of Tender fee paid in preliminary stage.

The Tender Fees is Non-refundable under normal circumstances. However, if DGVCL decides to scrap/ cancel the tender, by one or another reason, in which bidders are not responsible for cancellation/ scrap of tender, in such case tender fee without GST may be refunded to bidder(s), at sole discretion of the DGVCL.

Note: Bidders have to upload Goods and Service Tax (GST) registration certificate in preliminary stage compulsory.

6. Earnest Money Deposit (EMD)

A) Bidders should pay E.M.D. amount by below mentioned way

- Bidder should pay EMD by RTGS/NEFT/online. If EMD amount paid by RTGS or NEFT in that case receipt of payment transfer through RTGS/NEFT must be uploaded in preliminary stage. Details of RTGS/NEFT are shown below.

-: Performa of R.T.G.S. Details:-

Sr.No.	Particulars	Requisite Details
1	Name of Bank	BANK OF BARODA
2	Name of Branch	BHAGATALAO Branch
3	IFSC Code	BARB0BHAGAT(5 TH character is "zero")
4	Name of Account	GUVNL A C DAKSHIN GUJ VIJ CO LTD
5	Account No (Cash Credit Account)	02590500000025
6	Branch Address	P.B. No.286, kanpith, bhagatav, Surat-395003

Note: EMD amount should be paid compulsory by RTGS/NEFT/Online only.

B) If during the **tender validity period, i.e. 180 days (from the date of opening of technical bid)**, the tenderer withdraws his tender, the EMD shall be forfeited and the tenderer may be disqualified from tendering for further works.

C) The EMD will be returned promptly to the unsuccessful tenderer. The EMD will be returned to the successful tenderer after he furnishes the Security Deposit for performance and duly enters into the contract. If he fails to furnish the SD or to execute the contract for the work offered to him, his EMD shall be forfeited and the tenderer may be disqualified from tendering for further work.

7. PRICE EVALUATION:

No price preference shall be given on any account. All Tenders shall be evaluated on firm Price End Cost (with GST and Cess as applicable) basis unless otherwise mentioned in the Tender documents.

If the Tender is invited with Total Owning Cost (TOC) Clause, the evaluation shall be done accordingly. For the same, the Bidders have to give the detailed breakup of the End Cost.

8. PRICES:

Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. any of the stores of COMPANY in Gujarat). However, the Tenderer should indicate in the Schedule- "B" (i.e. Price Bid), the break-up of Total Unit F.O.R. Destination Prices and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges, GST and Cess as applicable separately in price bid, which is a must.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & self-certified Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. price) mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned then COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.

The offered prices to be indicated in online mode of tender in the format given (i.e. Schedule-B). The price bid submitted in physical mode shall not be considered.

The Tenderer should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.

Every bidder shall inform their GSTIN No. of the registered place(s) wherefrom the bidder intends to supply the goods / services, meaning thereby the bidder has to supply the goods / services from the relevant declared / registered place of supply only.

9. Goods and Service Tax (GST) :

The F.O.R. Destination prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST(Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).

You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to DGVCL or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST/ and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without making any specific Claim, for the same, either from the Department or from you.

The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST act which be should be clearly indicated in the price bid. Company may at its discretion consider such offer with presumption of highest applicable rate of GST/Cess prevailing when the price quoted is inclusive of GST and Cess.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

GST – TDS as applicable shall be deducted from the bill amount.

INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

10. STATUTORY VARIATION:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to company.

Statutory Variation clause shall not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

11. CONFLICT OF INTEREST AMONG BIDDERS/ AGENTS

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have proprietor/ partner(s)/ Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;
or
- c) they have the same legal representative/ agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer.

There can be only one bid from the following:

- 1.The principal manufacturer directly or through one Indian agent on his behalf; and
- 2.Indian/ foreign agent on behalf of only one principal.

- g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.
- i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders as above.

12. Bids are invited under a Single Stage – Two bid procedure. This will also include the process of post-qualification of the bidders. **Bidders are to submit simultaneously, technical bid & Price Bid online only as per the given schedule.** Proposal including bidder's data on his technical and financial strengths along with experience profile to meet with post qualification criteria and Bidder's Technical proposals containing work methods, approach, construction programme etc will be submitted by the bidder online. The Technical Proposal along with the data and information for qualification will be opened first. The technical proposal along with qualification information will be subjected to an evaluation process contained as a part of the tender document and bidders those who found fit to qualify will be invited for opening of the price bid. DGVCL as an employer reserves its absolute and unchallengeable right to qualify or disqualify one or all bidders by following an objective and transparent system. The technical stage containing the post qualification data and the technical bid will be opened first online for post qualification of the bidders and evaluation of their technical proposals and to determine the responsiveness of the bids.

Price bids of only those contractors who are declared as substantial responsive to the requirements of the bid documents will be opened only online for further evaluation.

Qualification requirement specifying financial capacity, technical, minimum acceptable levels with regards to bidders experience in relevant projects and other relevant factors, such as work in hand, future commitments and litigation history etc. will be evaluated first, and those qualifying the criteria will be considered for further price evaluation. Technical proposal, which are not substantially responsive will be rejected.

Price bids of only those contractors who are declared as substantial responsive to the requirements of the bid documents will be opened only online for further evaluation.

Qualification requirement specifying financial capacity, technical, minimum acceptable levels with regards to bidders experience in relevant projects and other relevant factors, such as work in hand, future commitments and litigation history etc. will be evaluated first, and those qualifying the criteria will be considered for further price evaluation. Technical proposal, which are not substantially responsive will be rejected.

13. Schedules for tools & tackles, equipments, personnel details etc., and all other necessary details shall also be submitted, in Envelope – I, i.e Technical Bid. Tenders will be opened on the day & time indicated in the tender notice in the presence of such bidders who wish to remain present.

- 14. The price proposals will be opened online only as per the schedule, after conclusion of the Technical Evaluation and Post Qualification process.**
- 15.** Any tender not bearing signature of the bidder & seal of the company on all the documents accompanying the tender is liable to rejection. Further it is specifically instructed that conditional tenders shall summarily be rejected.
- 16.** The bidders shall note that no deviations from the technical specifications or commercial conditions with this bid are acceptable & it will be presumed that the bidder agrees entirely with the specifications & General terms & conditions of the contract.
- 17.** The tenders received after time and date specified in the tender notice, will not be accepted. Once the offer submitted by the contractor before due date of submission, the contractor will not be allowed to submit revised / additional / modified / other even before due date. However, if the issue and receipt of tender is extended by the DGVCL due to any reason, the contractor may submit the revised offer before due date of submission, if he wish to submit.
- 18.** The work shall be completed within the period stipulated in the contract. However it may be noted that drawings shall be released progressively & site clearance arranged accordingly to the progress of work at site. Therefore the contractor has to organize & coordinate the works to suit these. In the event of any delay due to the above or due to any other reason not attributable to the contractor, reasonable extension in the completing the work may be given at the discretion & as decided by the DGVCL but no compensation or idle charges will be paid to the contractor under any circumstances.
- 19. The DGVCL reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons there of.** Tenders departing from the technical Specification or the method of bidding in a radical manner may also be rejected.
- 20.** The tenderers shall be presumed to have carefully examined the drawings, conditions & specifications of the work & to have acquainted themselves with all the details of the existing site conditions, locations, materials, geological & weather conditions/characteristics, labour conditions & in general necessary information & data etc. pertaining to & need of the work.
- 21.** On acceptance of the tender the name(s) of the accredited representative(s) of the tenderer who would be responsible for taking instructions from the Engineers of the DGVCL shall be communicated to the **I/c Addl. Chief Engineer (P), Dakshin Gujarat Vij Company Limited, Near Kapodra Char Rasta, Nana Varachha Road, Surat. 395 006.**
- 22.** "All royalties, toll tax, local tax, development charges and any other taxes etc., in respect of this contract and also any statutory variation in future towards above mentioned taxes & any other taxes if levied in future by statutory authority applicable to the this contract shall be payable by the contractor and DGVCL will not entertain any claim whatsoever in this respect.
- 23.** The contractor has to pay the 1% Labour Welfare Cess of order value to the concerned Government Department. THE RATES SHALL BE INCLUSIVE OF THE SAME.
- The contractor shall also produce the receipt of payment of 1% welfare cess from the respective Govt., Department before submission of final bill, otherwise final bill for the works will not be finalized.
- The proof of payment made by the contractor to the appropriate department shall be submitted to DGVCL, failing which appropriate amount shall be withheld on getting information/instruction from the concerned department."

24. This specification is intended as a general description of quality envisaged for materials & workmanship & of the finished work. It is not intended to cover minute details. The work shall be executed in accordance with the best modern practice & to the complete satisfaction of the DGVCL. Special techniques approved by the DGVCL shall be used if & where found necessary without any extra claim. This specification shall have precedence if any thing contrary to this is stated elsewhere in the contract documents, the DGVCL's decision shall be final & binding to the contractor on any issue arising out of such discrepancies.
25. **The price bid submitted online by bidders should be without any deviation in commercial as well as in the technical specification of the work.**
26. The successful contractor will have to sign an agreement as per the **Dakshin Gujarat Vij Company Limited's** rules on stamped paper & the necessary stamp duty charges shall be borne by the contractor.
27. The bidder shall carefully study the work to be carried at different elevations & shall take into account & consider all factors, method of demolition as well as construction, sequence of all activities, site situation location all conditions etc. & shall consider for all such information/data/Conditions in the rates quoted. The DGVCL will not pay any extra rate for any reason in case the contractor claims, after acceptance of contract, to have misjudged the site condition.
28. The percentage quoted shall include cost towards all materials, & machinery including equipments, fixtures, labour, constructional equipments, scaffolding, staging, ramps, walkways, approach and haul road, temporary works, etc. bearing permanent or temporary nature necessary for the completion of the work in all respects, except for those items specifically mentioned to be issued by the DGVCL. The contractor must also arrange for the transport of materials & include all such costs in the rates quoted by him for finished work.
29. During the execution of the work if it is found that the work is not progressing as per the Scheduled Progress Programmed, approved by the DGVCL & planned by the Contractor, due to the reasons attributable to the Contractor suitable action shall be taken as per Clause No.3, 4 and other relevant clauses appearing in the section of ``Tender & Contract for Works'' of tender document. And DGVCL may also take such action as it may deem fit to ensure that the work is completed in time at risk and cost of the contractor.
30. The contract or any part thereof shall not be subject to change without the written permission of the **Addl. Chief Engineer (P), Dakshin Gujarat Vij Company Limited, Near Kapodra Char Rasta, Nana Varachha Road, Surat. 395 006** or his authorized representatives.
31. Tender shall remain open for acceptance for a period of **180 days** from the date of Technical bid opening & during this period no bidder shall be allowed to withdraw his tender. Any such withdrawals, during the said period will entail forfeiture of the earnest money deposited with the tender, and DGVCL will take further action for "not dealing" with party etc.
32. Further information required, if any, can be had from the office of the **Addl. Chief Engineer (P), Dakshin Gujarat Vij Company Limited, Near Kapodra Char Rasta, Nana Varachha Road, Surat. 395 006** during working hours. But it must be clearly understood that the tenders must be received complete in every respects by the due date & time.
33. The electric power, at site, will be made available at one mutually agreed points as a temporary connection (**Connection only**), free of cost by Dakshin Gujarat Vij Company Limited, within DGVCL premises only after the completing the formalities for the temporary connection. Further distribution will have to be carried out by the contractor as per requirements at their own cost. The necessary consumption charges will be recovered as per the tariff rate of Dakshin Gujarat Vij Company Limited from time to time as per DGVCL's rules.

34. DGVCL cannot provide quarter facility for residence to contractor. If however there are any surplus quarters available after meeting the requirements of DGVCL's staff, then DGVCL will consider allotting of quarters on rent as per the DGVCL's rules.
35. Work carried under this contract shall be completed in all respects within **24 (Twenty Four)** calendar months or till the completion of work order amount whichever is later from the date of receipt of AT. However, interim mile stones of the work will have to be completed as per the priority, sequence, schedule given by DGVCL time to time.
36. Bidders must quote firm price only, till completion of work under contract, & this is to be confirmed by bidder while submitting his offer.
37. **No escalation towards labour and material / fuel shall be paid in this execution of contract. Price quoted shall be firm.** Contractor shall pay minimum wages to his labourers as per the Minimum Wages Act, 448 & rules there under as applicable from time to time in pursuant to the State Government notification. The concerned contractor shall submit the details of the payment with due certificate of LWO/IRO of the DGVCL.
38. Each tenderer shall also submit a Declaration to the effect that tenderer is an engineering construction firm or an association of firm which has successfully carried out large works of this nature & has adequate organization & experienced personnel to handle this type & magnitude of work. Information should be also given regarding the constitution of the firm; it's authorized, subscribed & paid up capital, the date & place of registration, the place of business, the names of the directors & other relevant information.
39. In the case of non-Indian firms the declaration should also include an undertaking to the firm registered, within three months of the date of notice of the acceptance of the tender.
40. Failure to so, as required in above clauses, in registering the firm after due notice, the tender acceptance is liable to result in the annulment of the tender with forfeiture of the earnest money deposit & other penalties that may be leviable under the conditions specified in tender & contract documents.
41. Each tender shall contain the name, residence & place of business of person or persons making the tender & shall be signed by the tenderer with his usual signature with seal of the company.
42. An attested copy of the constitution of the firm with the name of partners shall be furnished. Whenever, whether in submission of the tender or later in other matters, the signatures are made by one person on behalf of Directors or a firm or a corporation, an attested copy of the resolution of the partners or of law shall be supplied by the tenderer authorizing Witnesses & sureties shall be persons of status & probity, & their names, occupation & address shall be stated below their signatures. All signatures shall be dated.
43. Tenders by corporation shall be signed with the legal name of the corporation followed by the name of the state of incorporation & by the signature & designation of the president, secretary or other person authorized to bind it in the matter with rubber seal of the company.
44. DGVCL reserves the right to delete any item of Schedule-B for which contractor shall not have any right to claim on this account.
45. The contractor shall carry out whole work in such a way that vehicular movements and other construction activities / works may not affect.
46. The Contractor shall prepare all required roads, including haul roads ramps, turning points diversion of drains, trenches, nallas conduits, pipes, cables etc to execute various items of this Contract & arrange all transport of materials & all such costs shall be taken care of while quoting the rates. No extra payments shall be admissible towards such costs. On completion, this shall be cleared if asked by DGVCL at no extra cost.

47. No idle charges shall be entertained by Dakshin Gujarat Vij Company Limited for any site conditions or any circumstances.
48. The Contractor shall take all requisite & necessary care to observe that no damage is caused to the Existing structures, assets etc. For any damage to the Existing Structures, assets of Dakshin Gujarat Vij Company Limited, the Contractor shall be held responsible, and he will have to rectify/restore/replace the damage immediately up to the satisfaction of Engineer in Charge, at his own cost.
49. The Bidders shall note:
- I. Percentage rates quoted shall cater for the cost of all materials & labour including all leads & lifts, tools, plants, consumables such as but not limited to fuels, lubricants, etc. cost due to mobilizing / demobilizing, temporary / permanent constructions.
 - II. Percentage rates quoted shall include for the details of constructions, which are obviously & fairly intended & which may not have been specifically referred to in these documents but are essential for the satisfactory completion of the work.
 - III. **No price escalation on any account, will be payable.**
50. Tenders who do not fulfill all the above conditions & those specified in the documents attached with this contract document or incomplete in any respect are liable to rejection.
51. The contractor shall have a separate Provident Fund Code of RPFC in the name of company. The contractor who do not possess such separate P.F. code, shall not be considered for acceptance of tender. The contractor has to submit such certificate showing P.F. code along with tender.
52. Effect and validity of Bid: The submission of any bid connected with these documents and specification shall constitute an agreement that bidder shall have no cause of action or claim against the owner for rejection of his bid. The DGVCL shall always be at liberty to reject or accept, split any bid or bids at his sole discretion and any action will not be called into question and the bidder shall have no claim in that regards against the owner.
53. Site visit: The bidder is advised to visit the site and examine the site conditions and the area. Where in the work is proposed to be carried out and to get his acquainted him self on his own responsibility for all information that may be necessary for quoting the tender bid and entering in to contract. All cash and liabilities arising out of the site visit shall be at bidder account.
54. Recoveries:
- A) In case of any damage to equipment/machinery or structure/building of DGVCL or any public property due to negligence's of contractor or any other reasons attributed to contractor the decision of E.I.C. regarding the amount of recovery shall be final.
 - B) If the contractor fails to execute the work as per direction of E.I.C. within the time frame given by DGVCL time to time, shall get the work done through any other contractor at the risk and cost of the contractor and the cost of execution of such work along with 15% overhead charges shall be deducted from contractor monthly bill over and above recovery as per rules along with GST as applicable.
55. The notice inviting tender, general instruction to bidders and all other documents of this tender shall **form part of the contract.**
- 56. ACCEPTANCE OR REJECTION OF BID**
- a) The DGVCL reserves the right to accept any tender irrespective of whether it is lowest or not or to reject all the tenders without assigning any reasons thereof. Tenders departing from the stipulated technical specifications, commercial conditions or the method of bidding in a radical manner are liable to be rejected.
 - b) **The bid is liable for rejection prima facie, if it is**

- Without payment of EMD / Tender Fee.
- Not in prescribed form.
- Not bearing signature of the bidder & seal of the company on all the documents accompanying the tender.
- Not confirming to specifications or conditional tender .
- Releted documents received after expiry of the due date & time.
- Received by telex or telegram or fax.
- submitted by bidders who are listed under declaration of ineligibility for corrupt or fraudulent practices issued by DGVCL, Govt. of Gujarat or its Public Sector under taking.
- Tender not fulfilling all the above conditions and those specified in the documents attached or incomplete in any respect are liable to rejection.

57. R. A. Bill : One measured R. A. bill payment shall be made every month on submission of bill by the contractor in DGVCL' prescribed format and after certified by the EIC.

**Addl. Chief Engineer (P)
DGVCL, Surat**

I/We accept the above conditions.

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company Date & place: _____

Pre-Qualification Criteria

NAME OF WORK: - "Annual Rate contract for Day to day repair of office furniture for maintenance in corporate office".

The tender consists of two separate bids i.e. technical and price bids. Bidders are requested to submit the technical bid **online only** with self attested copy of the following credentials for post-qualification.

1. Contractor should produce evidence of experience of having successfully **completed similar works during the last Seven years** ending last day of month previous to the one in which applications are invited should be either of the following in Govt., /Semi Govt., along with certified copies of documentary evidence, preferably photo copy of orders secured from DGVCL/MGVCL/UGVCL/PGVCL/GSECL/GETCO/GUVNL/Central/State Government/Semi-Government and satisfactory completion certificate from respective department thereof:-
 - a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
Or
 - b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
Or
 - c) One similar completed works costing not less than the amount equal to 80% of the estimated cost.
 - Similar works means – Furniture repair/making of furniture/supply of furniture as a manufacturer etc.The DGVCL may verify the above certificates / documents from respective department, if necessary.
2. **Latest bank solvency certificate** of from any Nationalized bank , Public Sector Banks, or AXIS Bank / HDFC Bank / ICICI Bank for a sum of **Minimum 20% of estimated cost, of this work, not more than 12 months old effective from the date of invitation of tender.**
3. Separate **provident fund code number towards registration of your firm with Regional P.F. Commissioner.**
4. Contractor should submit evidence as a registered contractor in appropriate class With DGVCL /MGVCL/ UGVCL/ PGVCL/GETCO/GSECL/Central/State Government/Railway/ Semi. Govt. i. e. **Class "E1"** as a civil contractor.
5. **EMD & Tender fee with GST as described in the tender document.**
6. **The contractor who have been blacklisted with GUVNL/ DGVCL/ MGVC/ UGVCL / PGVCL/ GSECL/ GETCO shall not be considered.** The contractor have to provide undertaking on letter head regarding blacklist with GUVNL/ DGVCL/ MGVC/ UGVCL / PGVCL/ GSECL/ GETCO/other appropriate Govt dept./Govt PSU.
7. **Bidder have to submit self declaration regarding "No Deviation in tender Terms & Condition".** The tender for the bidder without **"No Deviation in tender Terms & Condition"** on the their Letter Head will not be considered.
8. The bidder must have **Goods and Service Tax (GST) Registration & PAN** and same shall be submitted along with the Tender only. The tender of the bidder without GST Registration & PAN will not be considered.
9. The average annual turnover during last 3 years, ending 31st March of the previous financial year of the applicant should be at least **30% of the estimated cost. Contractor should produce the Audited Balance sheet with profit and loss account of last 3 Years**

10. Notarized authority letter to sign the tender document (if any).

The Bidders shall submit documentary evidences in support of all above Qualification criteria, failing which the bid will be rejected.

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

The price bid of only those bidders shall be opened online, who are pre-qualified in Technical bid based on Bid Evaluation Criteria mentioned above.

Sign of Contractor

**Addl. CHIEF ENGINEER(P)
DGVCL, SURAT**

PROFORMA FOR EXCEPTION / DEVIATION STATEMENT

Name of Work : " Annual Rate contract for Day to day repair of office furniture for maintenance in corporate office"

Tender No :

Name of Bidder:

DGVCL expects the bidders to fully accept the terms and conditions of the tender document. However, should the bidder have some exceptions / deviations to the terms and conditions of tender document, the same should be indicated in this Proforma only. If the Proforma is left blank, then it would be presumed that bidder has not taken any exception / deviation to the terms and conditions of the tender document.

Clause No.	Full Compliance not agreed	Exceptions / Deviations taken by the bidder	Price effect for withdrawal of the exception / deviation	Time effect for withdrawal of the exception / deviation
-------------------	-----------------------------------	--	---	--

I /We certify that I/We have not taken any exception/deviation elsewhere in the bid and if any then that should be ignored.

**PLACE SEAL OF THE DATED SIGNATURE OF THE
DATE COMPANY BIDDER / TENDERER**

Note : If the bidder has no exceptions or deviation to be mentioned then he should write clearly "No exception or deviation" on this proforma duly signed and stamped and to be submitted in the unpriced bid positively.

DAKSHIN GUJARAT VIJ COMPANY LIMITED

NAME OF WORK: " Annual Rate contract for Day to day repair of office furniture for maintenance in corporate office"

1. SCOPE OF WORK :

1. Day to day repairs / replacement of furniture items in corporate office.
2. The spare parts used for replacement shall be of same make/ quality as installed in offices with warranty or guarantee.
3. The tenderer shall maintain services logbook / file containing maintenance report duly countersigned by DGVCL official.
4. Unsatisfactory performance of service will render this contract to be terminated.
5. The Tenderer shall be liable to pay compensation for any loss and damage caused to the property of DGVCL or its employees by the Tenderer or his workers.
6. The Tenderer shall personally be responsible for the conduct of his staff and in case of any complaint against any staff.
7. The Tenderer and his staff shall follow the rules and regulations of the department in force and instructions issued from time to time. DGVCL will be free to take action against the Tenderer for violating the same.

EQUIPMENT / MATERIAL:

All the Equipment to be used for Maintenance contract is within your scope of work and rates quoted for supply of spares / items are to be as per tender condition and requirement of DGVCL.

On Call AMC Services

- i. On call services shall include attending to any complaint any time of the year, on receipt of verbal/written complaint from coordinating officer of DGVCL.
- ii. The response time should be within 6 hrs. & restoration time within 48 hrs.
- iii. Non-compliance of this provision will attract a penalty of complaint per day or part thereof will be deducted from bill.
- iv. Tenderer shall depute competent and skilled personnel for executing the works.
- v. Tenderer shall give at least two mobile numbers of service engineers and that of his office where complaint could be registered by call.

Before quoting the rate, contractor should inspect the site and shall aware himself about nature of work involved.

The work is to be carried out as directed by Engineer In Charge. The agency has to deploy the labour force accordingly to complete the work in stipulated time limit period.

Any activity not specifically mentioned in the tender but necessary in the opinion of the EIC of work must be carried out for successful completion of job.

Before starting the work quality of all the material are to be used will be get approval from competent authority.

The material account to be maintained by contractor day to day and get signature from DGVCL's field Engineer day to day.

The cement, Steel of approved brand as per attached schedule shall be procured and stored properly by making appropriate godown at site for better condition before use.

1.1 LAYOUT AND LEVELS

1.1.1 The layout and levels of all structures etc. shall be made by the contractor at his own cost from the general grid of the block & bench marks given by the Engineer. Initially before starting the works, the contractor will carry out the contour layout of the full area by taking vertical & horizontal ordinates marked with the help of precise equipment like total station and as directed by EIC. This will not be paid separately but will be included in the rate quoted by the contractor in schedule-B of the tender.

He has to provide all help in instruments, materials and men to the Engineer at no extra cost for checking the detailed layout and correctness of the layout and levels. But the Contractor shall be solely responsible for correctness of lay out and levels. Detail working programme shall be prepared & got approved from E.I.C.

1.1.2 Permanent reference pillars shall be established by the contractor and under no circumstances shall the contractor remove or disturb any permanent bench mark without the approval of the Engineer. The Contractor shall follow reference points and shall lay out all his work by accurate reference thereto.

1.2 CONSTRUCTION METHOD

1.2.1 The contractor will be provided with construction drawings. The contractor shall prepare chart showing working of all items with the time schedule for the overall activities & the excavation & construction method to be adopted by him and shall be approved by the Engineer.

The tender drawings are indicative only & may vary as per the actual site conditions and the designs etc The construction shall have to be done as per the details, designs, instructions etc by E I C time to time.

1.3 HANDING OVER OF SITE

Efforts will be made by the Owner to hand over the site to the Contractor free of encumbrance. However, in case of any delay in handing over the site to the Contractor, the Owner shall only consider suitable extension of time for the execution of the work. It should be clearly understood that the owner shall not consider any other compensation whatsoever viz. towards idleness of contractor's labour, equipment etc.

1.4 QUALITY ASSURANCE CHECK LIST

Quality assurance check list is enclosed to this specification giving details of Tests to be carried out on various materials however also to be followed as per the relevant I S Specifications for material testing and the agency shall be responsible for carrying out such tests at his own cost. The samples of all materials to be tested by the Contractor shall be tested in Govt. / Govt. approved lab by him at the specified frequencies.

However such check list shall in no way limit the liabilities and responsibilities of the contractor in regard to quality of work as detailed out in technical specification and documents.

1.5 APPROACH ROADS

The Contractor shall make his own arrangement for approach to the work site and within the work area for movement of men, material, machinery, other equipments etc. required for carrying out the work included under this contract as per specifications and the rates quoted for various items under schedule of items & shall be inclusive of the

cost for preparation and maintenance of approach roads/haulage roads/access roads, etc throughout contractual period.

Providing and laying required diameter RCC pipe in rain water / Nala's / plant water drain/trenches pipes passing of water, cables etc. their diversions etc. for preparing the approach to carry out the work without affecting plant activities/ systems wherever necessary at no extra cost.

1.6 PREVENTION OF POLLUTION

The contractor shall be solely responsible and liable for all the damages/activities caused by any pollution that may take place during the execution of works and he shall make arrangements, as approved by the Engineer for preventing pollution but, not withstanding, such approval, the entire responsibility for any pollution shall rest with the contractor. No separate payment shall be made for the pollution control measures and the quoted rates shall include the cost for all pollution control measures.

1.7 SAFETY MEASURES (Separate sheet attached Annexure-I)

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

1.8 EQUIPMENTS AND MACHINERY

The contractor shall have to use his own latest safe technology equipments machineries tools, tackles etc as required of good condition duly tested and certified with load proof tests from C.A and any other machinery required for the entire scope of work for all excavation works as well as all construction activities.

1.9 The all construction materials and workmanship shall be in accordance with the items of Schedule-B as well as as per the relevant I. S .Specifications, P,W.D manuals and as per the booklet of DGVCL " General Specifications for Civil Works" The all materials to be used shall be the best and from manufacturers ,make and brand as approved by Engineer In Charge. After getting the sample tested and approved the same materials only shall be procured and use in the work by the contractor The cost of all materials are to be included in quoted rates.

1.10 Taxes, Govt. duties, welfare cess or any unforeseen expenses, if required to be made, shall be borne by the agency. The rates quoted shall be deemed to account all such factors after careful consideration of work and site condition. No extra claim shall be entertained in any circumstances on any account. Any activity not specifically mentioned in the tender but necessary in the opinion of the EIC of the work, must be carried out for successful completion of job.

1.11 If due to any stoppages, or litigation / stay order etc. work is suspended then no idle charges will be paid. Only suitable time limit extension will be granted based on genuine reason but no extra claim will be entertained.

1.12 The contractor shall engage sufficient nos., of qualified engineers and trained supervisors at site, to look after the work on behalf of the agency. In no case, the work shall be allowed to be continued without sufficient engineers / supervisors at site. Due care shall be taken by the contractor in this regard.

1.13 The agency shall take all the required safety measures and observe all safety rules while carrying the above excavation works etc to avoid any type of accident and damage. The contractor shall be held fully liable and responsible for any type of accident, injury, damage and loss etc. if occur at site till the completion of work.

- 1.14**The quoted rates in Schedule –B shall remain firm and no any escalation towards price, labour, POL or any other materials etc shall be applicable till overall completion of the work under the contract, during contract period or during extended period for this work
- 1.15**The DGVCL can split up this work by entrusting the orders to two or more agencies by splitting the quantities of items of the schedule –B in any proportion, at its own discretion at any time or delete one or more items as per the requirement. No any claim in any way will be entertained from contractor.
- 1.16**"All royalties, toll tax, local tax, development charges and any other taxes including works contract tax etc., in respect of this contract and also any statutory variation in future towards above mentioned taxes & any other taxes if levied in future by statutory authority applicable to the this contract shall be payable by the contractor and DGVCL will not entertain any claim whatsoever in this respect.
The proof of payment made by the contractor to the appropriate department shall be submitted to DGVCL, failing which appropriate amount shall be withheld on getting information/instruction from the concerned department."
- 1.17**The contract shall be deemed to have carefully examined the site for grading leveling for laying of track line as is where are bases and aware with the site, locations, elevations, structures, quantities, Types of the various soil strata whatever will be available while excavating grading the area. The contractor should be deemed to have fully aware with the local site conditions & sounding structures and also all the terms & conditions scope drawings etc. Attached herewith. The bidders are ADVISE to visit the site, inspect the existing location of executing the work before quoting the rates. Any extra claims for extra items, rates etc. for any reason will not be entertained after acceptance of contract bid.
- 1.18**The contractor shall prepare & submit the detailed 'as built 'drawings showing all the dimensions in plans, elevations, section of the area to be excavated graded showing the original as well as final levels taken jointly duly signed by Agency and DGVCL Engineer and submit the detailed schedules of quantities of various soil strata and take the signature of the engineer in charge before start of excavation work time to time and keep the records regularly.
- 1.19**The rates are inclusive of all type of labours, tools, tackles, equipments, machineries, shoring, staging, scaffolding cranes Excavators, Compressors breakers etc. staking, stockpiling the removed materials category wise , their protection, preservation, storing, loading, unloading, transporting for all leads lifts & elevations height/depths and inclusive of all risks & all liabilities, providing all safety precautions, Insurance, securities, site cleaning leveling dressing the sites etc required for completion of the work in all respects.
- 1.20**The contractor has to dismantle & grading the area etc. from top to foundation bottom including removing and reestablishing the existing electric installation, pipelines, drainage lines, trenches cables conduits, Nala etc. without damage and to clear the site completely at no extra cost. The contractor has to carryout the jungle clearance by removing all thick vegetation, plants, shrubs, trees at their own cost.
- 1.21**The responsibility and liability of manpower to be engaged for this work will be totally of contractor who has been awarded this contract and he will take away all these manpower in his own establishments on completion of this contract. The DGVCL will not be held any responsible and liable in any way in the matter.

1.22WARRANTY/GUARANTEE :

- I.The Contractor agrees to ensure that all materials, fittings and fixtures used in execution of the works under this Contract, shall be new and unused The contractor shall warrant that every work executed under this contract shall be free from all defects and faults in design and engineering, materials, workmanship and handling etc and shall be consistent with established and accepted standards for materials and workmanship of the type ordered and in full conformity with the design, drawings, specification or sample. This warranty shall be valid for a period of 12 months from the date of issue of certificate of Completion and Acceptance. The warranty / Guarantee for a punch list item

will start from the date of completion of that punch list item.

If DGVCL desired to takeover at its sole discretion any part of the Work and accordingly contractor hands-over a part of the Work, then warranty / guarantee for that part of Work shall be kept valid upto 12 months from the date of issue of part certificate of completion and acceptance of the respective part(s) of the Works taken over by DGVCL.

In case the commissioning is delayed due to the reasons solely attributable to the DGVCL, whereas the facilities has been completed and made ready for commissioning by the Contractor, such warranty/guarantee shall be valid for a period of 18 (eighteen) months reckoned from the date of facilities made ready for commissioning or 12 (twelve) months from the date of issue of certificate of completion and acceptance whichever is earlier.

II.If during the aforesaid period, the said work or part is found not conforming to the description and quality aforesaid or have deteriorated otherwise than by fair wear and tear, the Contractor shall upon notification by the DGVCL promptly and at its own cost repair / replace or otherwise make good such defects as well as any damage to the Works caused by such defects. If the Contractor fails to replace / repair such defective work within a reasonable time depending upon exigency of the situation, the DGVCL will be entitled to deploy other agencies to carry out the same and if such work which in the opinion of the DGVCL's Representative was the liability of the Contractor to do at his own expense under the Contract, then all expenses consequent thereon of incidental thereto and also damage sustained on account of such defective material by any other associated or allied work and structures and facilities forming part of the Works shall be recoverable from the Contractor.

The Contractor agrees to make payment against such claim within 30 days of receipt thereof. If the Contractor fails to pay the amount to the DGVCL within 30 days from the receipt of the invoice then amount may be deducted by the DGVCL from any money which is due or may become due to the contractor including DGVCL's right to invoke the performance guarantee furnished by the Contractor in accordance with provisions of the Contract.

III.The period of Guarantee for any part of the works shall be as specified in relevant Clause No. If the Works or any part thereof cannot be used by reason of such defect / damage and or making good of such defect and or damage the warranty period of the Works or such part thereof as the case may be shall be extended by a period equal to the period during which the Works or such part thereof can not be used by the DGVCL due to any of the aforesaid reasons. The contractor shall arrange for the performance guarantee to remain valid until the expiration of the extended warranty period with respect to such part of the Works.

IV.To the intent that during the period of Guarantee the Works shall remain in as good condition (fair wear and tear excepted) as they were at the beginning of the period of Guarantee and that all facilities created shall continue to perform or operate (fair wear and tear excepted) during the period of Guarantee in accordance with all relevant Contract Specifications or conditions to the satisfactions of the DGVCL. The Contractor shall do all repair, amendment, reconstruction rectification and making good of defects, imperfections, shrinkages and settlements, including where necessary the repair or, if repair proves impossible, the replacement of any fittings, fixtures and equipments which the DGVCL requires of the Contractor in writing during the guarantee period or within fourteen days after the expiration of the period of guarantee as a result of any inspection made during the period of the Guarantee.

V.The Contractor shall ensure that all guarantees or warranties issued by manufacturers of Plant, Machinery, Equipment supplied by contractor or by Contractor's Sub-Contractors and contractor and covering the performance of the said material and Equipment supplied by them be issued in the joint name of the Contractor and the DGVCL such that the DGVCL enjoys the same benefits and protection provided by any such guarantee or

warehouse as does the contractor. The issuance or existence of any such guarantee or warranties shall however in no way relieve the Contractor of his obligations under the Contract, in particular with reference to the provisions of this section.

VI. The Contractor shall carry out all the works and supply and install all replacement materials and equipment pursuant to this section at no additional cost to the DGVCL including the cost of timely transport of materials and equipments to site if the need for the work is due to poor workmanship or faulty materials, plant equipment or process supplied by the Contractor or due to the use of materials or equipments not in accordance with the Contract or Specification or due to neglect or failure or the Contractor to comply with any obligations.

VII. During the guarantee period if the Contractor is requested by DGVCL to visit the site for checking and carrying out remedial work of facilities and equipment, all expenses towards personnel, travelling to and from the site, living and accommodation etc. for remedial works shall be borne by the Contractor unless defects are caused by the DGVCL its Agents or other

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTOR

(APPLICABLE FOR WORKS CONTRACT)

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

1. All works proposed to be executed by the contract shall be noticed in one of the English and one of the vernacular local daily newspapers, stating the work to be carried out as well as the date of submitting and opening tenders and time allotted in carrying out the work. also the amount of earnest money to be deposited with the tender and the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills.
2. Copies of specifications, design, drawings, estimated rates, scheduled rates and any other documents required in connection with the work which will be signed by the Engineer-in-Charge for the purpose of identifications shall be open for inspections by the contractors at the office of the Executive Engineer during office hours.
3. Whether the works are proposed to be executed according to the specifications recommended by the contractor and approved by a competent authority on behalf of the Dakshin Gujarat Vij Company Limited, such specifications with designs and drawings shall form part of the accepted tender.
4. The tenderers and receipts for payments made on account of any work, when executed by a firm should be signed by all the partners except where the contractors are described in their tender as a firm, in which case the receipt shall be signed in the name of firm including the partners or some other person having authority to do so.
5. The tenderer at shall fill up the usual form stating at what percentage above or below rates specified, he is willing to under take the work. Only one rate or such percentage on all the estimated rates or schedule rates shall be mentioned.
6. Tenderer which propose any alternation in the work specified in the form in invitation to tender or in the time allowed for carrying out the works or which contain any other conditions of any sort, will be liable to rejection.
7. No single tender shall include more than one work, but contractors who wish to tender, for two or more works, shall submit a separate tender for each work. Tender

shall have the name and the number of the works, of which they pertain, be super scribed on the envelope.

8. The Engineer-in-charge or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time and will enter the amount of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall there upon, for the purpose of identification, sign copies of the specifications and other documents. In the event of tender being rejected, the officer (Engineer-in-charge) shall authorize the paying officer concerned to refund the amount of the earnest money deposited to the contractor making the tender on his giving a receipt for the return of the money.
9. The officer, competent to dispose off the tenders, shall have the right of rejecting all or any of the tenders, without assigning any reasons thereof.
10. No receipt for any payment alleged to have been made by contractor in regard to any matter relating to tender of the contract shall be valid of binding on the DGVCL unless it is signed by the Engineer-in-charge.
11. The memorandum of work to be tendered for and the schedule of materials to be supplied by the Dakshin Gujarat Vij Company Limited and their rates shall be filled in and completed by the office of the Engineer-in-charge before the tender form is issued if a form issued, to an intending tenderer has not been so filled in and uncompleted he shall request the said office to have this done, before the completes and delivery his tender.
12. All works shall be measured, meet by standard measure and according to rules are custom and usual in the use in the Dakshin Gujarat Vij Company Limited, and no proposal to adopt alternative method will be accepted, the Engineer-in-charge decision as to what is "the usual method in use in the Dakshin Gujarat Vij Company Limited" shall be final.
13. The rate of this contract is firm till overall completion of the contract as well as existing period if any and no any price escalation will be entrained. The contractor has to continue this work if required by DGVCL at the same rate, terms and condition for further 6(Six) months or till finalization of new tender whichever is earlier.
14. Every contractor shall, except the registered contractor on the approved list of the DGVCL, produced, along with the tender a solvency certificate amounting 20% of estimated cost from the collector of the District within which he resides, or a banker's certificate of his financial stability, if he fails to produce such a certificate his tender will not be considered.
15. All corrections and addition or pasted slips should be initialed
- 15a. Tenderer shall be deemed to have full knowledge of relevant documents, site conditions etc. whether inspected or not by him.
16. Submissions of tender by a contractor implies that he has read the instructions and condition of contract herein contained and has made himself aware of the scopes and specifications of the work to be done and conditions and rates at which stores materials etc. will be issued to him and local conditions and other factors bearing on the execution of the work.
17. Under no circumstances shall any contractor be entitled to claim enhanced rates for any item of contract without prior sanction of the competent authority.
18. These rules and directions shall form part of the contract.

TENDER AND CONTRACT FOR WORKS

I/We hereby tender for the Dakshin Gujarat Vij Company Limited (herein referred as "DGVCL") of the work specified in the under written memorandum within the time specified Schedule B (Memorandum showing items of work to be carried out) and in accordance, in all respect, with the specifications, design, drawings and instructions in writing and as per annexed conditions of contract and agree that when the materials for works are provided by the DGVCL such materials and rates to be paid for them shall be as provided in Schedule A hereto.

MEMORANDUM :

a)	General Description of Work	"Annual Rate contract for Day to day repair of office furniture for maintenance in corporate office"
b)	Estimated Cost	Rs. 23,60,000.00
c)	Earnest Money	Rs. 23,600.00
d)	Security Deposit (5 % of contract value)	
	(1) D.D. / B.G. 5 % of the contract amount	
	(2) Alternatively if desired by contractor, whole S.D can be paid by bank guarantee of the following banks. 1. Public sector banks (All nationalized banks). 2. Private Banks which are mentioned in GOG finance department letter for 5% of the contract amount.	
e)	Time allowed for the completion of work from date of written order to commence.	24 (Twenty four) Months or till the completion of work order amount whichever is later

The bank guarantee of Co-Operative banks or any other scheduled banks etc. will not be accepted.

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

Receipt No. _____ Date _____ from the Dakshin Gujarat Vij Company Limited in respect of the sum of Rs. _____ (Rupees _____) (the amount to be specified in figures and words) is herewith forwarded representing the earnest money (the full value of which is to be absolutely forfeited to the DGVCL should I/We not deposit the full amount of security deposit specified in above memorandum in accordance with clause-(d).

Security Deposit as per the said conditions / otherwise the said sum of Rs. _____ shall be refunded on surrendering the original receipt, in case of non-awardance of contact.

Signature of the contractor

Address of the contractor

Dated _____ day of _____ year

Signature of Witness

Address of Witness

Occupation

Dated _____ day of _____ year.

The above tender is hereby accepted by me on behalf of the Dakshin Gujarat Vij Company Limited.

Addl. Chief Engineer, DGVCL, Surat or his duly authorized assistant.

Addl. CHIEF ENGINEER(P)
DGVCL , SURAT

I/We accept the above conditions...

Contractor's Representative legible signature: _____

Name of the person: _____

Seal of the company

Date & place: _____

FORMATS

FORMAT-I

PERFORMA FOR CONTRACT AGREEMENT

Contract Agreement for the work of _____ (work order No. _____ Date _____) entered this day of **2026 (Two Thousand Twenty Six)** between M/s. _____ in the town of _____ Hereinafter called the "Contractor" (Which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the **DGVCL** hereinafter called the "Owner" (Which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A.The Owner being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Document including Letter inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed variations, other documents as called for tender.

B.The Contractor has inspected the site and surroundings of the work specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of Site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water there to and the accommodation he may require and has made local and independent enquiry and obtained complete information as to the matters and things referred to or implied in the Tender Documents or having any connection therewith

and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the work to be carried out under the Contract and has examined and considered all other matters, conditions and things and probable and possible contingencies and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his Tender.

C. The Tender Documents including the Notice/Letter Inviting Tender. General Conditions of Contract, special Conditions of Contract, Schedule of Rates, General Obligations, Specification, Drawings, Plans, Time Schedule of completion of jobs, Letter of Acceptance of Tender and any Statement of Agreed variations with its enclosures, copies of which are hereto annexed form part of this Contract though Separately set out herein and are included in the expression "Contract" wherever herein used.

AND WHEREAS

The Owner accepted the tender of the Contractor for the provision and the execution of the said work at the rates stated in the Schedule of Quantities of work and finally approved by Owner thereafter called the Schedule of Rates upon the terms and subjects to the conditions of Contract.

Now this Agreement witnesseth and it is hereby agreed and declared as follows:

1. In consideration of the payment to be made to the Contractor for the work to be executed by him, the Contractor hereby convenient with the Owner that the contractor shall and will duly provided execute and complete the said work and shall do and perform all other acts and things in the Contract mentioned or described or which are to be implied there from or may be reasonable necessary for the completion of the said work and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.
2. In consideration of the due provision, execution and completion of the said work, the Owner does hereby agree with Contractor that the Owner will pay to the Contractor the respective amounts for the work actually done by him and approved by the Owner at the Schedule of Rates and such other sum payable to the Contractor under provision of contract such payment to be made at such time in such manner as provided for in the Contract.

AND

3. In consideration of the due provision, execution and completion of the said work the Contractor does hereby agree to pay such sums as may be due to the owner for the services rendered by the Owner to the Contractor such as power supply, water supply and other as set for in the said Contract and such other sums as may become payable to the Owner towards the controlled items of consumable materials or towards loss, damage to the Owner's equipment, materials, construction plant and machinery, such payments to be made at such time and in such manner as is provided in the Contract.

It is specifically and distinctly understood and agreed between the Owner and the Contractor that the Contractor shall have no right, title or interest in the site made available by the Owner for execution of the work or in the building, structures or work executed on the said site by the Contractor or in the goods, articles, materials etc. brought on the said site (unless the same specifically belongs to the Contractor) and the Contractor shall not have or deemed to have any lieu whatsoever charge for unpaid bills, will not be entitled to assume or retain possession or control of the site or structure and owner shall have an absolute and unfitted right to take full possession of site and to remove the Contractor their servants, agents and materials belonging to the Contractor and lying on the site.

The Contractor shall be allowed to enter upon the site for execution of the work only as the license simplicity and shall not have any claim, right, title or interest in the site or the structure erected thereon and Owner shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose earth, rock etc. dug up or excavated from the said site shall unless otherwise expressly agreed under this Contract exclusively belong to the Owner and the Contractor shall have no right to claim over the same and such excavation and materials should be disposed of on account of the Owner according to the instruction and materials should be disposed of on account of the Owner according to the instruction in writing issued from time to time by the Engineer-in-Charge.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and delivered for and
On behalf of Owner

Signed and delivered for and
On behalf of Contractor.

(DGVCL)

Date _____
Place _____

Date _____
Place _____

IN PRESENCE OF TWO WITNESSES

1. _____

2. _____

1. _____

2. _____

FORMAT-II

PROFORMA FOR LETTER OF SUBMISSION OF BID

No Dated :

From :

To

**Addl. Chief Engineer (P)
Dakshin Gujarat Vij Company Limited
Corporate Office,
Near Kapodara Char Rasta,
Nana Varachha Road,
Surat – 395 006**

SUB : " Annual Rate contract for Day to day repair of office furniture for maintenance in corporate office"

Tender No:

1. Having carefully examined all the bid documents attached to your Notice / Letter inviting tender no. _____ Dated _____, we offer to under take and complete the works in conformity with all the conditions stated in the notice /letter inviting tender, instruction to bidder, general conditions of contract, special conditions of contract, scope of work , Time schedule of completion and other documents/drawings etc. all as detail in the bid document.

We agree to take complete responsibility for the work and have quoted for the complete scope of work.

2. We agree to the time stipulated for completion of work in all respect and in different stages mentioned in the Time schedule of completion of works in the bid document. We also agree that in case of failure on our part to strictly observe this time schedule in complete or in part till final completion of work in all respect, we agree to pay compensation /liquidated damages in accordance with the provisions contained in this Bid Document.

3. We enclose herewith Earnest money deposit of Rs. _____
(Rupees _____).

in the form of demand draft no. _____ Dated _____ drawn on Bank _____ and issued in favour of Finance and Accounts Officer **DGVCL**.

(* fill whichever is applicable).

4. We certify that we have carefully read each and every condition and technical specification given in the tender document and understood the same and we confirm our acceptance of the same.

We further confirm compliance /acceptance of the following critical stipulations of the tender document in to:-

- i) Acceptance of "PERFORMANCE GUARANTEE / CONTRACT PERFORMANCE GUARANTEE" Clause of general terms and conditions of contract.
- ii) Acceptance "FORCE MAJEURE" clause of general terms and conditions of contract.
- iii) Acceptance of "FAILUER AND TERMINATION / LIQUIDATED DAMAGES" general terms and conditions of contract.
- iv) Acceptance of "ARBITRATION" and "JURISDICTION" general terms and conditions of contract.
- v) Acceptance of "GUARANTEE / WARRANTY" general terms and conditions of contract.
- vi) Acceptance of "PAYMENT" general terms and conditions of contract.
- vii) Acceptance of "TIME SCHEDULE" of **12 months** for completion of complete scope of work.

5 We agree to bear corporate tax or other direct tax liability and all personal taxes as may be levied on our employees and employees of our sub contractor etc on account of association with or for performance of the work, failing which, We understand that our offer will be rejected.

6. We agree to abide by this bid for the period of **180 days from the date of opening of un-priced bid techno-commercial bids** and it shall remain binding on us and may be accepted at any time before the expiry of that period. We also agree that we shall not withdraw this bid during this period of **180 days (One Hundred Eighty)** in default of which **DGVCL** shall have the right to FOREFIT the EMD.

7. Should this bid be accepted, we hereby agree to abide by and fulfill all Terms and Conditions of bid documents and in default thereof, to forfeit and pay to **DGVCL** or its successors or its authorized nominees such sums or money as are stipulated in conditions contained in bid documents together with the written acceptance. We understand that **DGVCL** is not bound to accept the lowest or any bid received fully or part(s).

8. Unless and until formal contract is prepared and executed, this bid together with written acceptance thereof, shall constitute a binding contract between **DGVCL** and ourselves.

9. The following documents are also enclosed with our un-priced bid

- i) The bid document with all its enclosures in original duly signed and stamped on each page.
- ii) Power attorney of signatory to bid (in original)

I also confirm having page numbered the complete offer alongwith all Annexures, attachments etc. and prepared its Index for convenience of **DGVCL**.

10. We hereby certify that " All Terms and Conditions of the subject Bid Document

**** for the " Annual Rate contract for Day to day repair of office furniture for maintenance in corporate office"** are acceptable to us without any deviations or exceptions whatsoever.

OR

** We hereby certify that all the terms and conditions of the subject Bid Document of the **"Annual Rate contract for Day to day repair of office furniture for maintenance in corporate office"** are acceptable to us except for the deviations and exceptions specifically mentioned in the prescribed proforma of exception and deviations and that we have not taken any deviation elsewhere in our bid. .Any deviations/ exceptions mentioned or found elsewhere in our bid be ignored.

11. We confirm having filled in the check list, signed and stamped it and submitted one copy of same along with each copy of the un priced bid.

I/We hereby undertake that statements made herein and the information provided in our offer is true in all respect and that in the event of any such statement or information being found incorrect in any particular, the same may be constituted to be misrepresentation and entitling **DGVCL** to avoid / rescind any resultant contract.

Dated this_____ day of_____ 2023

For and on behalf of _____

(with seal)

Witness

Signature_____ Signature _____

Name _____ Name _____
(in block letters) (in block letters)

Address_____ In capacity of _____

_____(Duly authorized to sign bid)

_____ Address _____

**** Delete the para whichever is not applicable.**

FORMAT-III

PROFORMA FOR LETTER OF AUTHORITY SIGNING AND NEGOTIATIONS.

Ref: *Dated:*

To

**Addl. Chief Engineer (P)
Dakshin Gujarat Vij Company Limited
Urja Sadan, Corporate Office,
Near Kapodara Char Rasta,
Nana Varachha Road,
Surat – 395 006**

SUB: " Annual Rate contract for Day to day repair of office furniture for maintenance in corporate office"

Tender No :

Name of Bidder:

Dear sir,

WE _____ of
_____ do hereby confirm that _____
(name and address) is authorized to represent us to Bid, Negotiate and conclude the
agreement on our behalf with you against tender invitation no. _____ mentioned above
. We confirm that we shall be bound by all and whatsoever our said agent shall commit.

Yours faithfully

**Signature of Bidder
Address of Bidder with seal**