

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906

(A subsidiary of Gujarat Urja Vikas Nigam Limited)

UGVCL/Project/Common UG Tender/583

Date: 19.04.2023

BY RPAD / E-Mail

To, Chief Engineer (O&M), Dakhsin Gujarat Vij Company Limited, "Urja Sadan", Nana Varachha Road, Kapodara, Surat - 395 006.	To, Chief Engineer (T&O), Madhya Gujarat Vij Company Limited, S.P. Vidyut Bhavan, Race Course, Vadodara - 390 007.	To, Chief Engineer (Project/Tech) Paschim Gujarat Vij Company Limited, Vij Seva Sadan, Off. Nana Mava Road, Laxminagar , Rajkot - 360 004.
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Sub: Ratified common tender conditions for laying underground HT Cable.

Ref: 1. This Office Letter No. UGVCL/Project/Common UG Tender/303 Date: 10.05.2022

2. This Office Letter No. UGVCL/Project/Common UG Tender/367 Date: 01.07.2022

3. GUVNL/Tech-3/DE-1/Tender UG Cable/2257 Date: 19.09.2022

With reference to the above and as per letter mentioned under reference; GUVNL has ratified the common tender conditions for underground HT cable laying work for all DISCOM.

Hence, the ratified copy of common tender conditions for underground HT cable laying work for all DISCOM is enclosed herewith for your ready reference.

This is for your further needful action please.

Chief Engineer (P&P)  
R&C Office, Mehsana

Encl: As Above.

C. F. W. Cs. To:

1. CE (Tech), GUVNL Office, Vadodara.
2. EA to MD, R&C Office, UGVCL, Mehsana.
3. CE (Op), R&C Office, UGVCL, Mehsana.



	<b>Gujarat UrjaVikas Nigam Limited</b> (An ISO 9001:2015 certified Company) Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 (CIN U40109 GJ2004SGC045195)		
	cetech.guvnl@gmail.com Tele (DI): (0265) 2340205 PBX: (0265) 2310582 to 86 FAX: (0265) 2337918, 2338164		
No. GUVNL/Tech-3/DE-1/Tender UG Cable/2257		Date: 19/09/22	

By -E-mail

To,  
 The Chief Engineer (P&P)  
 Uttar Gujarat Vij Company Limited  
 Corporate Office,  
 Mehsana

ADDL CHIEF ENGINEER	
P & RE	U.G.V.C.L.
INWARD NO.	1244
DATE: 28/09/2022	

Sub: Common tender conditions for laying underground HT cables for all DISCOMs.

Ref: 1. UGVCL's letter No. UGVCL/Project/Common UG Tender/303 dated 10.05.2022  
 2. UGVCL's letter No. UGVCL/Project/Common UG Tender/367 dated 01.07.2022

In continuation to your letter dated 01.07.2022, it is to state that Draft Common tender conditions for laying underground HT cables for all DISCOMs was put up to the Competent Authority of GUVNL.

In this regard, following observations are noted/ pointed out, which needs to be incorporated in Common tender conditions for laying underground HT cables for all DISCOMs :-

1. Clause No.2.12 -Disqualification of bidder

On referring clause no. 2.12, it can be seen that bidder shall be disqualified if bidder has been blacklisted/ debarred in the last 5 years, even after completion of stop dealing/ black listing period. Said condition needs to be removed, as on completion of stop dealing/ black listing period, bidder is allowed to participate in tender to have competition.

Further, instead of proposed 2.12 (c) condition, following condition to be added in document.

Every bidder should at the time of submission of bid, give a declaration that bidder and/ or proprietor/ partner/ director of the firm has not been placed on stop dealing/ banned for business dealing/ black listing by GUVNL and its any subsidiary companies.

Further, first para below condition 2.12 (c) "The bidder should provide accurate ..... taken against the bidder"& sentence "The bidder should submit .....document

Project  
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A.C.E (Project)  
 Discuss with  
 old Policy

9/9/22



*submitted, are true."* from para 2 needs to be removed in order to avoid repetition with earlier paras and to simplify procedure.

**2. Clause No. 4.2.1 – instruction to bidders "Similar Nature of Work" of bid document regarding previous experience of bidder:-**

It is learnt from the website of Central Vigilance Commission (CVC) that earlier guidelines of CVC on public procurement have been withdrawn and stated that all the Organizations are required to update/ align their procurement guidelines/ manual in line with manual issued by Department of Expenditure, GoI.

On referring Manual for Procurement of Works, it is observed that in experience criteria, there is one change compared to earlier CVC guidelines i.e. substantially completed words additionally mentioned over and above successfully completed for similar works.

In view of above, prequalifying criteria (PQ) for experience as per Manual for procurement of works issued by Department of Expenditure, GoI to be adopted.

Further, It is to state that time and again representations are received regarding experience criteria in tenders for laying underground HT cables. Recently, representation is also received regarding this from office of Hon'ble MoE.

In which, line contractors represented that ARC tenders for underground cables are generally invited for high amount to the tune of Rs. 25 lacs & above and experience criteria is kept in such a way that new contractors or contractors having experience of line works & executed orders having smaller amount may not eligible to participate.

Further, as per the submitted common tender conditions for laying underground HT cables agreed by all DISCOMs, no experience is required for tender estimated value below 2 lacs.

It is to state that relaxing the experience criteria will encourage more new contractor participation, which ultimately may lead to better competition.

In view of this, new contractors without prior experience of laying underground HT cable work may be allowed to participate in tender value less than Rs. 5 lacs instead of Rs. 2 lacs.

Further, DISCOMs are generally inviting tender for annual piecemeal requirement for laying underground HT cable work under ARC. In case of ARC tender invited having estimated value even more than Rs. 5 lacs, qty. allocation to new agencies up to 10% to 30% of the tender amount/ qty may be kept, so that new contractors/ Agencies may be developed. However, if tender with value more than Rs. 5 lacs is



invited for specific single work, experience criteria should be kept in line with Manual for Procurement of Works.

**3. Clause No.10 – PRICE EVALUATION:**

Clause No. 10 of Price Evaluation provides provision for placement of order to more than one party but on referring the document, it is observed that there is no clause for quantity/ work distribution among bidders in case of placement of order to more than one party.

This may lead to different practices by field offices for quantity distribution, which ultimately may lead to grievances among the bidders. Therefore, to have better transparency, quantity distribution criteria in case of placement of order to more than one party requires to be defined clearly in bid document.

**4. Submission of Tender documents in online electronic:-**

Necessary changes to be incorporated with respect to Guidelines for submission of Tender documents in online electronic form issued to all subsidiary companies vide T.O.L. No. 1790 dated 01.07.2022.

**5. Relevant pages required somewhat minor correction are also enclosed herewith.**

In view of above, as approved by the Competent Authority of GUVNL, it is to inform that:-

- A. Common tender conditions for laying underground HT cables for all DISCOMs for the clauses confirmed by all DISCOMs is ratified subject to addressing/ incorporating [B] to [F] as under.
- B. Criteria for previous experience of bidder (clause 4.2.1 of instruction to bidder) to be adopted, in line with Manual for Procurement of Works updated in Jun-2022 issued by Department of Expenditure, Ministry of Finance, Gol.

Further,

- (i) Existing propose tender estimated value below Rs. 2 lacs (Note under clause no. 4.2) to be enhanced/ replaced by Rs. 5 lacs.
- (ii) If ARC tender of estimated value more than Rs. 5 lacs is invited, quantity up to 10% to 30% of the tender amount/ qty. may be kept for new contractors.
- (iii) If tender is invited with value more than Rs. 5 lacs for specific single work, experience criteria may be kept in line with Manual for Procurement of Works.
- C. To remove sub clause (c) of Clause 2.12 of instruction to bidders and to add suggested condition and undertaking in regard to Stop deal/ Banned for Business Dealing/ Black List thereof.


Also, first para below condition 2.12 (c) "*The bidder should provide accurate ..... taken against the bidder*" & sentence "*The bidder should submit .....document submitted, are true.*" from para 2 needs to be removed.



- D. MD, UGVCL is authorized to finalize the modality & Clause for quantity/ work distribution in case of placement of order to more than one party in consultation with all other DISCOMs and incorporate the same in final document.
- E. MD, UGVCL is authorized to finalize quantity to be allotted in between 10 to 30 % of tender value to new bidder in ARC tender.
- F. To incorporate necessary changes in draft tender conditions in view of Guidelines for submission of Tender documents in online electronic form issued to all subsidiary companies vide T.O.L. No. 1790 dated 01.07.2022.
- G. On completion of all above, it is requested to circulate final Common tender conditions for laying underground HT cables to all DISCOMs for uniform implementation.
- H. MD, UGVCL is authorized for any kind of amendment in final Common tender conditions for laying underground HT cables, if any issue/ need arises while implementing the provision of the same, in consultation with all DISCOMs.

This is for further appropriate actions after observing all the formalities, please

This is issued with approval of MD, GUVNL.

  
19/9/22  
(S S Modi)

**Addl. Chief Engineer (Tech.)**

**Cfwcs to:-**

- The Managing Director, GUVNL
- The Director (Tech./A&F), GUVNL
- The Managing Director, DGVCL/ MGVL/ PGVL/ UGVCL.



## Gujarat Urja Vikas Nigam Limited

CIN U40100GJ2004SGC019100

ISO 9001:2008 Certified Company



The Owner reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.

### **23 Notification of Award**

Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

The Owner shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

### **24 Signing the Contract Agreement**

At the same time as the Owner notifies the successful Bidder that its bid has been accepted, the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties. The Contract Agreement shall be prepared within Fifteen (15) days of the Notification of Award and the successful Bidder and the Owner shall sign and date the Contract Agreement immediately thereafter.

### **25 PERFORMANCE GUARANTEE TOWARDS EXECUTION PERIOD**

The successful bidder should be paid Performance Guarantee towards execution period within 15 days after Issuance of LOA for an amount equal to 5% (Five Percent) of the total Contract Value towards faithful performance of the Contract in accordance with the terms and conditions specified therein.

The Performance Guarantee is payable the option of **DISCOM** by:

- (a) If Performance Guarantee amount is less than Rs. 1 Lakh, it shall be paid either by Demand Draft or Banker's Cheque (on any Nationalized /schedule Bank Payable at \_\_\_\_\_) or Cash (up to Rs. 10,000/- Only).
- (b) Otherwise it shall be paid either by Demand Draft or Banker Cheque (on any Nationalized /schedule Bank Payable at \_\_\_\_\_) or Bank Guarantees of specified Banks as notified by Finance Department of Government of Gujarat time to time in this regard.

In the case of Bank Guarantee, you should undertake to renew the guarantee one-month before the expiry of the validity date failing which **DISCOM** will encash the Bank Guarantee. The Performance Guarantee will be returned to the Contractor without any interest after completion of guarantee period.

**NOTE: The supplier may submit single or separate Bank Guarantee, to cover execution period and Guarantee period, equivalent to higher of Two Bank Guarantees i.e Security Deposit and Performance Guarantee as mentioned in Clause No:-25 and 26 of tender's terms and condition mentioned in Instructions to Bidders.**



- 18.7 Tax collected at source will be payable as per provision of income tax act 1961 on submission of documentary evidence by eligible contractor to the satisfactory of DISCOM.

*Satisfaction*

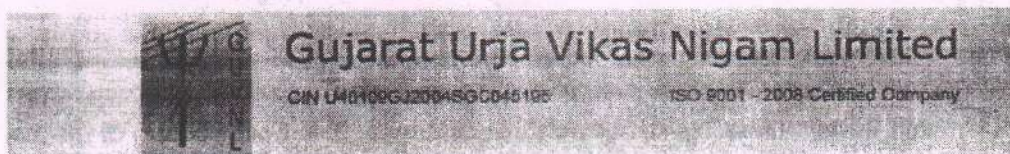
**18.8 Goods and Service Tax (GST):**

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).

- 18.9 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 COMPANY 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 /COMPANY making any specific Claim, for the same, either from the Department or from you.
- 18.10 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 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.
- 18.11 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 Bidder. 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.
- 18.12 Supplier/Contractor should charge GST in Invoice at the rate as agreed to mention in acceptance of Bid 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.
- 18.13 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.
- 18.14 In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of DISCOM's statutory variation clause shall apply.
- 18.15 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



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offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time

#### **19 Statutory Variation / Changes in Taxes**

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 in the taxes subsequent to your offer if it takes place within the contract period will be DISCOM account subject to the claim being supported by documentary evidence. However, if any decrease takes place during contract period the advantage will have to be passed on DISCOM.

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

#### **20 Taxes, Permits & Licenses**

20.1 The Contractor shall be liable and pay all foreign taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition, the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

##### **INCOME TAX -TDS & GST-TDS**

20.2 "Income-tax at source & GST-TDS at the prevailing rates will be deducted from bills in accordance with the provision of Income-Tax Laws and Goods Service Tax, and to that effect a certificate will be issued to the contractor as per provision of relevant act, however added as contractor has to submit separate invoice for supply parts item as well as works part item separately, otherwise TDS will be deducted on entire invoice value."

20.3 Applicable welfare cess will be deducted from contractors each bill by DISCOM to pay the same to the respective Govt. Department. Tax will be deducted as per applicable statutory rules. Contractor should quote accordingly i.e. inclusive of welfare cess.

#### **21 COMPLIANCE OF LAWS**

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

#### **22 LIABILITIES FOR ACCIDENTS AND DAMAGES**

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined elsewhere in the Bid document.

#### **23 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE**

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

The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and



	<p align="center"><b>Gujarat Urja Vikas Nigam Limited</b>          (An ISO 9001:2015 certified Company)  <i>Sardar Patel Vidyut Bhavan, Race Course,</i>  <i>Vadodara-390007</i>          (CIN U40109GJ2004SGC045195)</p>	
cetech.guvnl@gmail.com	Tele (Di): (0265) 2340205 PBX: (0265) 2310582 to 86 FAX: (0265) 2337918, 2338164	
No. GUVNL/Tech-3/DE-1/Tender UG Cable/ 130		Date: 25/01/2023

By -E-mail

To,

**The Chief Engineer (P&P)**

Uttar Gujarat Vij Company Limited

Corporate Office,

Mehsana

**Sub: Common tender conditions for laying underground HT cables for all DISCOMs.**

Ref: GUVNL's letter No. GUVNL/Tech-3/DE-1/Tender UG Cable/ 2257 Date 19.09.2022

Vide GUVNL's letter dated 19.09.2022, UGVCL was requested to circulate final Common tender conditions for laying underground HT cables to all DISCOMs after addressing observations noted by GUVNL, in consultation with all other DISCOMs. Also, during the various Material review meetings it was instructed to expedite the same. However, the task is yet to be completed.

Therefore, it is once again requested to expedite the same and complete the task within a week time.

  
 ✓ Addl. Chief Engineer (Tech.)

**Cfwcs to:-**

The Director (Tech.), GUVNL