

## **GENERAL TERMS & CONDITION:**

### **Tender Fee;**

Blank tender document will be sold at a price of Rs. 3540/-. Tender fee will be payable by D.D. only on any Nationalized Bank in favour of DGVCL, Vapi is also acceptable. Cheque will not be acceptable.

Payment of Tender Fee & EMD can be accepted by RTGS/NEFT & receipt of RTGS/NEFT shall have to upload with the Bid

- 1) In case of cash payment (up to Rs.10000/-) the scanned copy of cash receipt shall have to be uploaded with the Bid.
- 2) In case of payment through DD/Banker's Cheque, the scanned copy of original document shall have to be uploaded with the Bid. The original copy of DD/Banker's Cheque to be submitted at office address specified in Tender before time mentioned above otherwise Bid will be rejected.
- 3) For payment of Tender Fee & EMD through RTGS/NEFT Account No of Vapi Rural Dn, DGVCL is 56144001663.

In case of emergency, if works required for other S/Dn, contractor should carry out the works in any S/Dn under Vapi Rural Division as per instruction of Executive Engineer (O&M), Vapi Rural Dn.

### **E.M.D.:**

The tenders will be allowed to offer rates for **work of Providing Double Coating 2mm thick XLPE inner side & 1.2 mm thick UV outer side on 55 mm<sup>2</sup> Conductor for Subdivisions under Vapi Rural Division .**

They shall have to pay E.M.D. amounting to Rs.30,000/- This amount will be payable by Demand Draft on any Nationalized Bank in favour of DGVCL, Vapi is also acceptable.

### **SECURITY DEPOSIT:-**

The successful tenders shall be required to further remit amount equivalent to 5% of the order value towards security deposit. This amount will be payable to **Division Office Vapi Rural**. It will be refundable after completion of the contract & on production of no objection certification of all the concerned.

### **AGRREMENT:-**

The successful tendered shall also have to enter into agreement with the DGVCL towards execution of the contract on non judicial stamp paper of appropriate value (cost of stamp shall be borne by the contractor). This agreement will be executed as per standard format of the DGVCL Division Office Vapi Rural before commencement of the contract.

### **INDEMNITY BOND:-**

The successful contractor shall have to indemnify to the DGVCL for the entire liability of the employee engaged in the work by contractor. The indemnity should also cover liability towards road accident done by vehicles of the contractor during the execution of the work. For this purpose an indemnity bond shall have to be given in standard format on non-

judicial stamp paper of appropriate value as per rules (cost of stamp shall be born by the contractor)

### **TERMINATION OF CONTRACT:-**

The contractor is found to be lacking in execution of the work in any manner the company reserves the right.

- 1) To get work done through any other agency at the risk and cost of the contractor.
- 2) Supply of Furniture, department without paying any compensation.
- 3) To cancel the unexecuted part of the contract without any notice and towards this place the order for that to any other agency at the risk and cost of defaulter, default by **DGVCL Division Office Vapi Rural** for non-execution of contract, contract shall be terminated and carry out the work as per condition of booklet of "tenders and contract for works" and SD paid shall be forfeited and the contractor shall be blacklisted.

## **TERMS & CONDITIONS REGARDING INDUSTRIAL LAWS & OTHER RELATED MATTERS.**

### **1. Wages to be paid & time of payment etc. by the contractor:-**

The contractor shall pay minimum of as per latest minimum wages act or as may be specified hereafter or rates fixed under the minimum wages act whichever is higher. The wages of every contract labour employed by him under this contract shall be paid by him before the expiry of 7<sup>th</sup> day of the last of the month in respect of which the wages are payable ( i.e wages of month have to be paid him in the first week of the next month.) The payment shall be discharge in the presence of Management representative during the working hours in factory premises & the contractor shall get entries certificated in the register of wages by the representative of the DGVCL. Any default will result in cancellation of contract forthwith or else the contractor shall be punishable to the extent of Rs.100 / fine per each day.

### **2. LABOUR LAWS:-**

Person below age of 18 years shall not be employed for the work.

No female worker shall be employed in the night shift between 7 p.m to 6 a.m

Contractor shall maintain a valid labor license under the contract labour (Regulation & abolition) act for employing necessary manpower to be required by him. In the absence of such license the contact shall comply with as under.

1. Payment of contribution by way of employer's contribution towards provident fund, family pension scheme, Deposit linked insurance scheme, Administrative charges etc. at the rates applicable from time to time by Government of Gujarat / Government of India or other statutory Authority.
2. Payment of deposit in respect of each contract labour at the rate of Rs.30/ or rate fixed by Govt. with the office of frame there under of labour as per control labour. (Regulation & abolition) Act.
3. License fee as prescribed under the control labour (Regulation & abolition) Act & rules frame there under depend upon the number of workmen employed by the contractor.
4. Paid leave facility & wages as per the provision of the factories act at the rate of one day for every 20 days of working.
5. Identity cards as prescribed under the facilities act with photo affixed there to the same for identification.
6. Payment of retrenchment compensation notice pay & other liabilities as per industrial disputes Act. Any payment to the contractor's employees arising out of any claim or disputes under the industrial dispute act 1947 or any other labour laws.
7. Payment of compensation in case of accident injury.

8. Provision of earache if the female labour employed are more than 30 numbers.
9. Maternity leaves as per the provision of maternity Benefit Act.1961.

The above are some of the major liabilities of the contractor in addition to other liabilities prescribed under the various labour laws in force from statutory authorities like state Government / Government of India which the contractor shall have to comply with.

**3. Provident fund & Family pension scheme (If applicable):-**

The contractor shall submit along with his bill ( month wise) a statement regarding deductions against employees provident fund & family pension scheme in respect of each concerned against employee. provident fund & family pension scheme at the rate of 8.33% ( or at the rate made applicable by the Government from time to time ) of the wages. The contractor's contribution & his workers contribution towards provident fund, family pension scheme shall be deposited by the contractor with Regional provident fund commissioner , Ahmedabad,

**4. Deposit Link Insurance:-**

The contractor shall have to deposit 0.5% of the wages in respect of employees who is a member of the provident fund as the contribution to the Deposit link insurance scheme with Regional provident fund commissioner, Ahmedabad.

**5. Administrative charges:-**

Administrative charges for monitoring provident fund A/C shall be deposited by the contractor with Regional provident fund commissioner, Ahmedabad at the rates applicable.

**6. Workmen's compensation fund & employer's liability Insurance:-**

The contractor shall cover all his employees under workmen's compensation fund & under the liability insurance.

The contractor shall employ adequate number of experience staff at site for daily supervision & for maintenance of various register & records required under the law & contract. No payment for supervision shall be admissible.

**7. Contractor to Indemnity the DGVCL:-**

The contractor shall indemnify the DGVCL & every member officer & employees of the DGVCL also. Engineer in charge his staff against proceedings claims, demands, costs & expenses what so ever arising out of or in connection with the matters referred herein above elsewhere & against all actions. Proceedings claims, demand coats & expenses which may be made against the DGVCL or Government for or in respect of or performance of his obligation under the contract documents. The DGVCL shall not be liable for in respect of or in consequences of any accident or injury to any workmen or other person in the employment of contractor or his sub contractor & the contractor shall indemnity & keep indemnified The DGVCL against all each damage & compensation & against all claims , demands, proceedings costs, charges & expenses what so ever in respect thereof in relation there to.

**8. Work compensation & employer's liability insurance:-**

Insurance shall be effected for all the contractor's employees engaged in the performance of his contract if any of the work is subject the contractor shall require the sub contractor to provide workmen's employees unless such employees are covered under the contractor's insurance.

The DGVCL reserves the right to terminate this date of contract at any time during its pendency without giving notice of termination or any reasons thereof.

The DGVCL will be entitled to deduct directly from the bills, to be paid to the contractor any sum payable by you & which sum / sums the DGVCL is required to pay a principal employer on account of your default in respect all liabilities referred to in above clauses.

### **Supplier acceptance**

I/We agree to keep offer open for 30 days after the returnable date of the tenders and shall be bound by communication of acceptance dispatched within the prescribed time.

I/we agree to supply articles quoted above at the rates herein tendered by me/us subject to the conditions of tender and supply given at pages 1 to 8 of tender conditions, specifications, which I/We have carefully read and which I/We have thoroughly understood and to which I/We agree.

**Executive Engineer (O&M)**  
**DGVCL, Division Office, Vapi Rural.**

### **➤ Special note for prequalification**

Following details shall be submitted with the technical bid for pre qualification.

- (1) Supplier should produce Income tax paid challans of last year.
- (2) Attested copy of Power of Attorney, if any, for signing the bid documents.
- (3) The PAN no. of the firm
- (4) The GST no. Of the firm
- (5) Registration of the firm in local bodies/Gumasta Dhara certificate.
- (6) All materials used for furniture should be of ISO 9001-2008 or 2015.

The commercial bid (i.e. price bid) shown in tender documents comprising Schedule, may please be submitted in separate self addressed envelope provided with tender documents.

The Technical bid shall be opened at 16.30 Hrs. if possible on Opening date and it shall be technically scrutinised by division Office. After scrutiny of the technical bid, if party fails to fulfill the above requirement for pre qualification, the price bids of such parties will not be opened. The price bid of only qualifying parties thereafter shall be opened on the date and time communicated to qualified parties after wards in the presence of parties, if any remain on that day.

The technical bid shall invariably be accompanied with an earnest money deposit and will be accepted by demand draft of any Nationalized bank situated at **Vapi** in favour of DGVCL or in cash. The earnest money deposit in any other form shall not be accepted and no interest shall be payable on the earnest money deposit.

The bid should be clearly subscribe with our reference number, due date of opening and title of work. The offer should be valid for acceptance for a minimum period of 30 days from the date of opening of technical bid.

**Executive Engineer (O&M)**  
**DGVCL, Division Office, Vapi Rural.**

### **SPECIAL TERMS AND CONDITIONS**

#### **SCOPE OF WORK**

Bidder shall have rated for **work of Providing Double Coating 2mm thick XLPE inner side & 1.2 mm thick UV outer side on 55 mm<sup>2</sup> Conductor for Subdivisions under Vapi Rural Division .**

#### **QUANTITY**

Normally work quantity is varies as per the requirement of division and subdivision. The company reserves the right to engage more than one agency for re carting of the pole to meet with the requirement of carting of poles.

#### **ACCIDENT LIABILITY**

The contractor shall be fully responsible for any mishap occurring while the vehicle is on the road. This will include liability of outsider as well as the truck driver/lineman/cleaner/employee of the contractor. The insurance liability will be fully to contractor's account.

#### **DAMAGE LIABILITY**

The contractor shall be responsible to make good of the damages which may be occur either at at the site or during transportation of conductor. You will also be responsible to make good of the loss due to damage of conductor while loading or unloading or during transit. The indenter upon notice such breakages will withhold amount equivalent to the cost of the damaged conductor from the bills of the contractor.

#### **ISSUE OF MRs AND POLES**

The transportation of poles shall be against issue of MRs in quadruplicate by the indenter. Necessary manpower as well as conveyance duly equipped with loading facility will have been made by the contractor at his own cost. MR's will be issue by RPAD or special messengers as may be necessary.

#### **TIME LIMIT**

The contract shall be operative for a period of **12 months** from the date of WORK ORDER.

#### **PENALTY**

Also, Company reserve the right at the discretion of competent authority of the Company to impose penalty at ½% per week (half percent per week) subject to a maximum of 10% (Ten percent) of work order amount. The penalty shall be applicable on the amount of work executed in delayed period. If there is a backlog the same also will be counted provided always that the delay in carting by the contractor will be condoned on account of non-availability of Poles or due to

unfrozen circumstances on his furnishing satisfactory reason and/or production of documentary proof thereof.

### **PAYMENT OF BILLS**

Payment of bills will be made by concern subdivision Office after submission of the bills and it's verification.

### **INCOME TAX**

Admissible Income Tax will be levied / deducted as per prevailing rules from time to time.

### **BOOKLET FOR TENDER AND CONTRACT FOR WORKS**

All terms and condition of booklet for "Tender and Contract for works" is attached herewith and applicable to contractor.

### **DELAYED AND LATE TENDERS:**

1. No tender shall be accepted / opened in any case after due date and time of receipt of tender irrespective of delay due to Postal, services or any other reasons and that the Company shall not assume any responsibility for late receipt of tender.
2. GST shall be governed as per law from time to time.

### **DIESEL RATE:-**

Any increase/decrease in diesel price the variation thereof will be considered on date of invitation of tender.

### **PF Code & Labour License:-**

All the liabilities relating to P.F. code & Labour License shall remain with contractors (If applicable).

### **Document with bid submission.**

[A] Bidder has to upload scanned copies of original (Notarized / self-attested copies of original as specified in tender document) documents with bid and no physical documents to be called form bidder.

[B] In case of short submission of document with bid and/ or clarification if any required details/documents may be asked from bidder in physical form except Gem portal, as Gem portal is having facility to call documents through clarification window.

[C] It shall be sole responsibility of the bidder that the uploaded scanned documents (in PDF form) remain legible and should not be password protected.

## **INSTRUCTIONS TO THE BIDDER**

### **Earnest Money Deposit (EMD) is to be paid as under:**

E.M.D. of Rs. **30,000.00** per bidder is payable. The EMD is payable either 100% of EMD amount by Demand Draft in favour of DGVCL on any Scheduled / Nationalized Banks in Vapi

Where ever Bank Guarantee(s) is/are to be submitted towards SD Performance Guarantee against warrantee etc., DGVCL would accept Bank Guarantee issued by following banks:

- a) All public sector Nationalized banks.
- b) Private sector banks authorized to undertake Government businesses which are IDBI bank; Axis Bank; HDFC bank & ICICI bank.
- c) Commercial banks
  - Kotak Mahindra Bank
  - IndusInd Bank
  - RBL Bank
  - Baroda Gujarat Gramin Bank
  - DCB Bank
  - IndusInd Bank
  - Nutan Nagarik Sahakari Bank Ltd.
  - Rajkot Nagarik Sahakari Bank Ltd.
  - Saurashtra Gramin Bank

1) Submission of EMD & Tender Fee  
during office hours: on or before

Opening date in the Office of EE, DGVCL Rural Division Office Vapi by RPAD/SPEED POST only.

- 2) Payment of Tender Fee & EMD can be accepted by RTGS/NEFT & receipt of RTGS/NEFT shall have to upload with the Bid.
- 3) In case of cash payment (up to Rs.10000/-) the scanned copy of cash receipt shall have to be uploaded with the Bid.
- 4) In case of payment through DD/Banker's Cheque, the scanned copy of original document shall have to be uploaded with the Bid. The original copy of DD/Banker's Cheque to be submitted at office address specified in Tender before time mentioned above otherwise Bid will be rejected.
- 5) For payment of Tender Fee & EMD through RTGS/NEFT Account No of Vapi Rural Dn, DGVCL is 56144001663.

**B.G of Bank other than above banks will not be accepted.**

Cheques are not acceptable. Corporate Bank Guarantees Not Allowed.

Small Scale Industries will, however, be considered for exemption from payment of EMD subject to furnishing of the authenticated notary certified copy of the certificate of Registration with Small Scale Industries. The SSI / NSIC certificate should indicate the manufacture of items offered. Provisional SSI Registration Certificates are NOT allowed.

Government or Semi-Government Organizations, which are run departmentally & are not limited Companies, will be eligible for exemption from payment of E.M.D.

Tender Papers & Specifications may be down loaded from web site <http://www.DGVCL.nprocure.com> (For view, down load and on line submission) and DGVCL web site [www.DGVCL.com](http://www.DGVCL.com). (For view & download only)  
 Tender fee, EMD payment and the details etc. May be submitted along with submission of tender in EMD cover.

"Bidder has to upload scanned copies of original (Notarized / self-attested copies of original-as specified in tender document) documents with bid and no physical documents to be called from bidder."

The tender documents should reach the office on or before date and time mentioned. No tender shall be accepted /opened in any case after due date and time of receipt of tender irrespective of delay due to postal services or any other reasons and that DGVCL shall not assume any responsibility for late receipt of the tender.

No Interest will be allowed against payment of Earnest Money Deposit. Copy of Money Receipt or DD for payment of tender fee, Vendor Registration fee & EMD must be placed in the Cover super scribing "EMD Cover" along with requisite documents as mentioned in the EMD condition. (EMD and Tender Fee cover should be kept as separate enclosure & should be submitted with Technical Bid.) First EMD Cover will be opened and if EMD cover documents found OK as per requirements of tender only then Technical Bid will be opened.

The tender document is to be submitted in single cover super scribing tender number and name of tender and containing two separate envelope namely "EMD Cover " and "Technical & Commercial bid" cover which includes commercial terms & conditions duly signed and stamped by bidder with all enclosures of the tender documents.

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

**[1] TECHNICAL AND COMMERCIAL BID:**

The technical and commercial bid shall comprise all the technical details offered in accordance with DGVCL specifications / drawings, guaranteed technical particulars and all the commercial terms and conditions to be submitted duly signed & stamped on each page.

The EMD Cover, Physical Technical and Commercial Bid and On-line technical bids shall be opened on date and time as mentioned in Tender Notice.

Please note that the required documents should be invariably submitted with tender copy. Any tender without scanned documents is liable to be ignored. The tender bid will be rejected out rightly without entering in to any further correspondence in this regard and no further reference will be made.

**Signature of contractor**

**Executive Engineer (O&M)  
DGVCL, Division Office, Vapi Rural.**