

	DAKSHIN GUJARAT VIJ CO LTD.		
	Division OFFICE.		
	1 st floor, t.p-13, f.p.-12, opp. E-space, new VIP road, Bhagvan Mahavir collage char Rasta, Vesu Bhrathana, Surat		
	Ph .NO.0261- 2720053		

Tender is invited for work of Labour charges for XLPE with UV COATING on XLPE with UV Coating on 55 mm² & 100 mm² AAAC Conductor of Ichchhapore and Magdalla Sub Division under Piplod Division

IMPORTANT:

FOR ATTENTION OF THE TENDERER.

NOTE:-

1.Taxes

Income tax and other taxes, if any in respect of Contractor income arising from this contract, shall be deducted at source as applicable.

2. Terms of Payment

The contractor shall submit the bills with original within 30 days on completion of subject work. Payment shall be made by EX.ENG.(O&M),DGVCL, Piplod Division Office by RTGS only on production of delivery challan duly signed by competent receiver, GST invoice in duplicate & RTGS detail in specific format.

DGVCL is registered under CGST/SGST acts/rules as adopted by Gujarat State **“DGVCL’s GST No. is 24AABCD8912C1Z3”**. You are therefore requested to quote our GST No. in all tax invoices submitted to this office

3. 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.

4. PRICES:

The rate shall be on the firm basis. The bill shall be paid to successful bidder as per awarded as per awarded rate & actual quantity.

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.

6. 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 EXCLUSIVE 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.

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.

7. 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.

8. Price variation

No price variation is given on any rise or fall of material prices. The rates quoted by the contractor shall be based on the current price of material.

9. Security Deposit

1. The Contractor shall deposit with the Company an amount equivalent to **5 % of the total order value** as Security Deposit and in addition to that **Rs. 125000/- (One Lac Twenty Five thousand only)** against the supplied material cost as additional security deposit by DD or by Bank Guarantee of any of the Nationalized Banks including the public sector bank -IDBI bank and private sector bank - Axis Bank, ICICI Bank and HDFC Bank as per Govt. GR No. EMD-SD / 102006/ 108 DM0 dated 30.03.2012. The above said Security Deposit must be submitted within 7 **(Seven)** days from the date of receipt of LOI/LOA failing which the LOI/LOA shall stand cancelled. Contractor has to submit an Indemnity Bond in the prescribed format within one month of receipt of order, as per Company's Rules.
2. In case of any liability arising to the DGVCL on account of the default on your part in carrying out various functions, the same will be deducted while refunding security deposit.
3. No interest shall be paid by the DGVCL on Security Deposit.
4. The S.D. shall be refunded after satisfactory completion of the contract. The DGVCL reserves the right to recover any dues outstanding against the Tenderer from the S.D. or towards any loss caused to the DGVCL owing to negligence or default of the Tenderer, his servants or agents. The refund shall be done only on production of No Objection Certificate from the concerned officers.

10. DELIVERY.

In the event of the tender being accepted for the whole or any portion of the articles in the tender, the successful tenderer, herein after referred to as "the Contractor" shall execute all orders for **Delivery to Piprod Division Store Office, 15 days from the date of successful inspection by DGVCL officials** of the Company's order for subject tender and in other cases by the time stipulated in the tender.

All transportation charges for collection material of 55 Sq.mm. conductor & 100 mm² delivery cost shall be borne by bidder.

11. PERFORMANCE GUARANTEE (PG): (To Cover Warranty / Guarantee Period)

The performance Guarantees are applicable as shown in the following table:
The bidder except the Gujarat bidders having Small, Cottage and tiny Industrial units of Gujarat State having the registration number under Small Scale Industries of Government of Gujarat shall have to submit the Performance Guarantee in the form of Bank Guarantee to cover warranty / guarantee period wherever applicable for the items to be purchased, as mentioned in **TABLE-A** hereunder. The Performance Bank Guarantee towards warranty/guarantee will be retained till completion of the warranty / guarantee period. This guarantee shall be applicable for all the bidders except the Gujarat bidders having Small, Cottage and tiny Industrial units of Gujarat State having the registration number under Small Scale Industries of Government of Gujarat irrespective whether they are SSI & NSIC/CSPO/DGS&D units.

TABLE-A

Sr. No	Items	Amount.	Mode of payment of Performance Guarantee amount
1	Distribution Transformers (All types)	5 % (Five) of the contract value in the form of B/G to cover the Warranty period.	For all the cases the, Performance Guarantee amount will have to be paid either in the form of Bank Guarantees OR in Cash / Demand Draft.
2	Meters of all types	5% (Five) of the contract value in the form of B/G to recover the Warranty period.	
3	Conductors, Cables, Insulators, Steel Items	5% (Five) of the contract value in the form of B/G to cover the Warranty period.	
4	Metal Meter Boxes, G.I.Wires, Stay Wires, Earthing Plates,	2% (Two) of the contract value in the form of B/G to cover the Warranty period.	
5	Kit-Kat fuses, L.T.Distribution boxes, Transformer Oil, Line Hardwares, and PVC Pipe.	5% (Five) of the contract value in the form of B/G to cover the Warranty period.	
6	Transmission items (other than mentioned above) including Switchgears, Circuit Breakers, CTPT, Isolators, Power Transformers, CVT, C & R Panels, PLCC and Communication items, Battery Sets & Chargers etc..	10 % (Ten) of the contract value in the form of B/G to cover the Warranty period.	
7	Other Items.		

The above relaxation in payment of performance Guarantee towards Guarantee /warranty period shall be given to the small, cottage & tiny industrial Units registered under small scale industries of Govt. of Gujarat and holding subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender. It is mandatory for the bidders of Gujarat state to submit the notarized copy of valid SSI certificate or applicable valid acknowledgment of memorandum filed by Small, cottage and tiny industrial units with the District Industrial Centre (DIC) of Gujarat State and notarized copy of subsequent registration certificate of CSPO/NSIC/DGS&D otherwise bidder have to pay performance guarantee towards warranty/guarantee of amount as mentioned in TABLE-A.

No relaxation shall be given to the bidders having only one registration numbers from Government of Gujarat but no subsequent registration with CSPO/NSIC/DGS&D registration certificates for the item under tender. No exemption as well as relaxation shall be given to outside Gujarat based parties.

The Performance Guarantee to cover warranty/guarantee for the tendered items wherever applicable as above shall be furnished in the form of D.D./Cash and by Bank Guarantee, by the successful Tenderer for satisfactory performance of the materials, which should be valid for 12 months from the date of commissioning OR 18 months or as specified from the last date of delivery of supply whichever is earlier. The PG submitted should be for the full period i.e.18/24/36/48/60 Months OR whatever applicable as per Technical Specifications and should have a clear one time validity for the full period. PG for an interim period will not be allowed. However, in case of expiry of PG before the said period the same should be got extended / renewed till the completion of said period by the Tenderer at least one month before the expiry of the validity failing which DGVCL will be at liberty to encash the same, without entering into further correspondence, formalities, etc. in the matter.

**"NO STAGewise BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE."
CORPORATE GUARANTEES ARE NOT ALLOWED.**

12. REPEAT/ADDITIONAL ORDERS:

DGVCL reserves the right to place repeat orders / additional orders on the successful tenderers up to 25% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original contract during contractual period. In special circumstances DGVCL will reserve the right to place repeat order / additional order up to 100% quantity mutually agreed upon.

13. Penalty

In case materials are not delivered in time, the contractor shall be liable to pay at the discretion of the competent authority penalty up to 1/2 % per week or part thereof the price subject to a maximum of 10% reckoned on the contract value of such complete portion or section of the plant equipment or materials including the portion supplied which could not be brought into commission due to any part thereof not being delivered in time. Due consideration will be given in the levy of penalty for reasons absolutely beyond the control of the contractor for which documentary evidence will have to be produced to the satisfaction of the competent authority of the Company.

14. Legal aspects

1. Agreement: As per company rules, contractor will have to enter into an agreement on Stamp Paper of Rs. 300.00 with the company in prescribed format before execution of work. The cost of stamp fees shall be borne by the Successful Tenderer.
2. The Tenderer will have to execute an Indemnity Bond on Stamp paper of Rs. 300/- at his cost before commencement of order stating that for any accidents or damages to the contractor's staff / equipments or any other persons/vehicle due to non-observance of safety measures, DGVCL shall not be responsible.
3. In case of any dispute or any discrepancy, the decision of the EX.ENG.(O&M), DAKSHIN GUJARAT VIJ COMPANY LTD., Piplod Division OFFICE, Surat will be final and binding to the Tenderer.
4. The Tenderer must follow all the rules, regulations and enactment of the Labour Laws relating to engagement of persons by him (PF Act, EPF Act, Etc.).
5. The contractor shall obtain comprehensive insurance policies for all his workers in respect of all the insurable liabilities under the workman Compensation Act Fatal Accident, Personal Injuries Act, Natural Hazardous, Riots/arson etc.
6. The contractor shall obtain necessary license, registrations as legally required.

7. DGVCL shall entitle to recover full amount from contractor for expenses incurred on account of compliance of any statutory provision or breach of contract.
8. The contractor shall not sublet the contract to any other party. If it is found, subletting the contract, then S.D. will be forfeited and party will be black listed.
9. All disputes in connection with the Tender/Contract shall be subject to the jurisdiction of the court situated at Surat.

15. Staff Employment:-

The contractor shall employ adequate number of experienced staff at office for daily supervision and the maintenance of various registers and records required under the law and contract. The maintenance for supervision shall be admissible.

16. Contractor to Indemnity the DGVCL Company :-

The contractor shall indemnify the Company & every member officer & employees of the Company also. Engineer in charge his staff against proceedings claims, demands, and costs & expenses what so ever arising out of or in connection with the matters referred herein above elsewhere & against all actions. Proceedings claims, demand costs & 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 indemnify & keep indemnified The Company against all each damage & compensation & against all claims, demands, proceedings costs, charges & expenses what so ever in respect thereof in relation there to.

17. Work compensation & employer's liability insurance:-

Insurance shall be affected 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.

15. 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 himself 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.

16. 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 there of.

17. 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 of all liabilities referred to in above clauses.

18. Nothing in the contract document stated shall any wise constitute workmen/employee of the contractor / subcontractor as or to be workman/employee of the power, or place obligation or liability in respect of any such workman/employee upon the DGVCL.

Note: The prevailing Act at the time of execution of work over and above act specified herein shall be binding to the contractor.

19. General Terms & conditions of the Contract:-

1. DGVCL will reserve the right of retendering or dismissing any contract labour man if there is complaint against any personal labour man regarding misbehaving or misconduct or disloyalty towards the job.
2. The contractor will have to reduce and increase the labour personal as per the requirement of the company.
3. The contract shall not engage any labour persons less than 18 years of age.
4. The contract will bound to prohibit and prevent his laborers for taking any direct or indirect interest and or assist maintain or help any person or person engaged in any antisocial activities, demonstration, ritos or agitations which any in anyway be detrimental or prejudicial to the interest of the company, community or of the properties. In the event of any such action by his person, the contractor, shall keep the DGVCL harmless and indemnities from any consequent claims/action suit proceedings losses or damages or any ground whatsoever.
5. DGVCL shall not be liable for or in respect of any damages or compensation for any injury or for any occupational disease while on duty or on the job if occur to the labour person.
6. Safety point of view, the contractor will have to provide safety tools to the labours engaged for this job.
7. The EX. ENG. (O&M) reserves the right to reject any OR all the tenders without assigning any reasons thereof.
8. The Tenderer shall make his own arrangement for the Boarding and lodging of his workers.
9. The contractor shall deploy only those personnel, who bear a good moral character, Behavior, health and pleasing personality.
10. The Tenderer shall ensure that representative on his behalf deputed by him should be in touch with The EX.ENG.(O&M),Piplod DIVISION OFFICE with regard to detailing of work etc.
11. Unsatisfactory performance of service will render this contract to be terminated.
12. 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.
13. The Tenderer shall personally be responsible for the conduct of his staff and in case of any complaint against any staff.
14. 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.
15. Empty drum of conductor Should be return at Division office .
16. Tenderer are only eligible with work experience of more than equal to 200Kms of Conductor coating.
17. Tenderer is bound for guarantee of 12 months for material supplied from the date of dispatch.
18. Tenderer should return the Conductor with coating within 30 days of the material issued.

Date :-

Yours faithfully,

**ENGINEER(O&M),
DIVISION.**

**EXECUTIVE
DGVCL, PIPLD**

Address :-

Signature of Tenderer

Pre-Qualification Criteria.

NAME OF WORK: - “Tender is invited for work of Labour charges for XLPE with UV COATING on 100 SQMM (2.0 MM thick) and 55 SQMM AAA (1.2 MM thick) Conductor for Conductor replacement and miscellaneous work in Ichchhapore and Magdalla Sub Division under Piplod Division”

1. OEM (Original Equipment Manufacturer)/ OES (Original Equipment Supplier) can participate in the said tender.
2. TRADERS/ AUTHORIZED CHANNEL PARTNER/WORK PROVIDER/EPC (Engineering, Procurement & Civil) CONTRACTORS ARE ALLOWED TO PARTICIPATE IN THE SAID TENDER WITH THE FOLLOWING CONDITIONS WHICH ARE MANDATORY THERWISE THEIR BID SHALL BE REJECTED OUTRIGHTLY (AT DGVCL'S DISCRETION).

Traders/ authorized channel partner/ EPC (Engineering, Procurement & Civil) Contractors should be authorized by the manufacturer for Supply/Works items of tender in the country and in GUVNL or/and any of its subsidiary company.

Traders/ authorized channel partner/ EPC (Engineering, Procurement & Civil) Contractors must be fully backed up by the manufacturer in all respect (i.e. technically, commercially, financially, guarantee/warrantee etc.) and whole responsibility should be of manufacturer if Traders/ authorized channel partner fails to execute the work order.

This should be submitted / declared on a non -judicial stamp paper of Rs. 300/- by manufacturer, duly notarized. Manufacture or principal of authorized channel partner/trader/ EPC (Engineering, Procurement & Civil) Contractors must be manufacturer of the supply/work items of tender and shall have an industrial set up / service center in India for local rectification of trouble & technical support including after sales service and quality assurance during warranty period. Proof of the same should be submitted with the bid.

2. **Separate provident fund code number towards registration of your firm with Regional P.F. Commissioner if applicable.**

3. **EMD & Tender fee Paid Online Only .**

3. **The contractor who have been blacklisted with GUVNL/ DGVCL/ MGVCL/ UGVCL / PGVCL/ GSECL/ GETCO shall not be considered.**

4. **The bidder shall submit all required documentary online only evidences in support of “ANNEXURE-A (TECHNICAL SPECIFICATION)” is mandatory.**

5. **The Bidder’s average annual financial turnover during last three (3) years ending 31st March of previous financial year should not be less than the 30 % of the total estimated cost. For this bidder has to submit true copies of financial statements certified by CA (i.e chartered accountant) for the above period. A separate certificate from the CA shall be submitted for annual financial turnover of above period.**

6. **The bidder must have Goods and Service Tax (GST) Registration with “ACTIVE” status & PAN NO and same shall be submitted along with the Tender only. The tender of the bidder without GST Registration will not be considered.**

7. **Contractor should submit evidence as a registered contractor in appropriate class With Govt./ Semi. Govt. or enlisted with DGVCL/MGVCL/UGVCL/PGVCL /GEB / GSECL/ GETCO / DISCOM / Central / State Government / Semi Government in similar category.**

8. **Sample Test by NABL Lab is mandatory.**

9. **Work Experience /Work order Copy must be attached.**

10. **In house test facility on agency premises is compulsory.**

11. **Work order copy and work completion certificate must be attached.**

The Bidders shall submit documentary evidences online only 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.

**Signature of Tenderer with seal
ENGINEER(O&M),**

**EXECUTIVE
DGVCL, PIPLD DIVISION**

Details Required to be Furnished By the Bidders		
Particular		
Sr.No		
1	Whether the bid submitted is on item wise rate as describe in schedule B.	YES/NO
2	Whether the tender price bid is submitted ON Line Only	YES/NO
3	Whether all pages of tender specification/offer are sealed and signed by the bidders.	YES/NO
4	Whether tender fee paid	YES/NO
4-A	In case of Yes, please furnish detail	YES/NO
5	Whether EMD paid	YES/NO
5-A	In case of Yes, please furnish detail	YES/NO
6	Whether following document of General terms and condition are submitted.	YES/NO
6-A	Human Resource detail	YES/NO
6-B	Detail of experience of firm & detail of qualified engineers.	YES/NO
6-C	Financial capability.	YES/NO
6-D	Cable coating capability.	YES/NO
6-E	Last three years audited annual account	YES/NO
6-F	Company's article of association/partnership deeds	YES/NO
6-G	Detail of partners/Directors.	YES/NO
6-H	Board resolution/P.A Authorizing person to sign on behalf of firm.	YES/NO
7	Self declaration as never been black listed and defaulted by any organization, bank and police station.	YES/NO

SCHEDULE-B

Sr No	Description	UOM	QTY	Price	Total Amount
1	PROVIDING OF WOODEN DRUM FOR INSULATED CONDUCTOR(Having length 2 to 4.5 Km)	NO		2500	
2	LABOUR CHARGES FOR XLPE WITH UV COATING ON 55 MM2 AAAC CONDUCTOR (1.2MM THICK)	Mtr.		28	
3	LABOUR CHARGES FOR XLPE WITH UV COATING ON 100 MM2 AAAC CONDUCTOR (2.0MM THICK)	Mtr.		34	
Note:- Thirty lacs Only				TOTAL	3000000.00

- (1)GST Applicable as per Gov.Rules, GST Extra
 (2)TDS and TDS GST Applicable as per rules
 (3)Labour welfare cess will be deduct as per rules.

seal
ENGINEER(O&M),

EXECUTIVE

