


	<p align="center">DAKSHIN GUJARAT VIJ COMPANY LIMITED CIN U40102GJ2003SGC042909 Regd. & Corporate Office: “Urja Sadan”, Nana Varachha Road, Kapodra, Char Rasta, Surat 395006.</p>	
	<p align="center">DIVISION OFFICE VALSAD CITY The Country Club Resort, Opp. Vashier Velly, Po-Vashier, VALSAD– 396007. Phone: (02632) 247800 E-mail: ee.valsadcdo@dgvl.com</p>	

TENDER NOTICE NO. :

TENDER DOCUMENT

FOR

“To provide knowledgeable skill person to Overseers 11kv/22kv underground cable / overhead line network for route patrolling, cable safe guarding, cable fault joint pit excavation etc./to identify hazardous/accident prone T/C and vulnerable location and other activities as per Instruction of Engineer in charge Under Valsad City Division (All Subdivisions) under Valsad Circle. Through daily co-ordination with other agencies like Nagarpalika, Gujarat Gas co. ltd. Mobile/internet company, local plumbers etc.”

**The Ex. Engineer (O&M),
Valsad City Division, Dakshin Gujarat Vij Company Ltd.**

TENDER DOCUMENT FOR

"To provide knowledgeable skill person to Overseers 11kv/22kv underground cable / overhead line network for route patrolling, cable safe guarding, cable fault joint pit excavation etc./to identify hazardous/accident prone T/C and vulnerable location and other activities as per Instruction of Engineer in charge Under Valsad Division (All Subdivisions) under Valsad Circle. Through daily co-ordination with other agencies like Nagapalika, Gujarat Gas co. ltd. Mobile/internet company, local plumbers etc."

TECHNICAL BID

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DAKSHIN GUJARAT VIJ COMPANY LIMITED
CIN U40102GJ2003SGC042909
Regd. & Corporate Office: “Urja Sadan”, Nana Varachha Road,
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DIVISION OFFICE VALSAD CITY
The Country Club Resort, Opp. Vashier Velly, Po-Vashier, VALSAD–
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Phone: (02632) 247800 E-mail: ee.valsadcd@dgvl.com

Sub: “To provide knowledgeable skill person to Overseers 11kv/22kv underground cable / overhead line network for route patrolling, cable safe guarding, cable fault joint pit excavation etc./to identify hazardous/accident prone T/C and vulnerable location and other activities as per Instruction of Engineer in charge Under Valsad City Division (All Subdivisions) under Valsad Circle. Through daily co-ordination with other agencies like Nagarpalika, Gujarat Gas co. ltd. Mobile/internet company, local plumbers etc.”

Sealed Tenders are invited for above mentioned work for Valsad City Division (All Subdivisions) **Under Valsad circle**, having tender No.____ are invited from reputed technically competent, quality conscious, experienced & financially sound established contractors having qualification mention in qualification criteria. Tender Papers & Specifications may be down loaded from (n) Proc.

“NO COURIER SERVICE OR HAND DELIVERY” will be allowed.

Sr. No.	Name of Work	Estimated Cost Rs.	Time Limit	Tender Fee Rs.	E.M.D. Rs.
1	“To provide knowledgeable skill person to Overseers 11kv/22kv underground cable / overhead line network for route patrolling, cable safe guarding, cable fault joint pit excavation etc./to identify hazardous/accident prone T/C and vulnerable location and other activities as per Instruction of Engineer in charge Under Valsad City Division (All Subdivisions) under Valsad Circle. Through daily co-ordination with other agencies like Nagarpalika, Gujarat Gas co. ltd. Mobile/internet company, local plumbers etc.”	Rs. 2002670/-	365 days	1180 Non refundable	20,000/-

The Tender documents should reach up to _____.

No Tender shall be accepted / opened in any case received after due date and time, irrespective of delay due to postal services or any other reasons and **DAKSHIN GUJARAT VIJ COMPANY LTD.**, shall not be responsible for late receipt of the Tender.

Signature of Contractor

1.	Tender No	:	DGVCL/VALSAD-CITY DO/E-TENDER/2026-27/09
2.	Description	:	"To provide knowledgeable skill person to Overseers 11kv/22kv underground cable / overhead line network for route patrolling, cable safe guarding, cable fault joint pit excavation etc./to identify hazardous/accident prone T/C and vulnerable location and other activities as per Instruction of Engineer in charge Under Valsad City Division (All Subdivisions) under Valsad Circle. Through daily co-ordination with other agencies like Nagarpalika, Gujarat Gas co. ltd. Mobile/internet company, local plumbers etc."
3.	Estimated Cost (In Rs.)	:	20,02,670/-
4.	Tender Fee (Nonrefundable)	:	1180/-
5.	Earnest Money Deposit Amount (refundable)	:	20,000/-
6.	Last date & time For issue of tender.	:	08.07.2026
7.	Last date & Time for submission of Tender Fee And EMD physically.	:	08.07.2026
8.	Date and time of opening of EMD Bid.		09.07.2026
9.	Date and time of Opening of technical Bid.		09.07.2026
10.	Date and time of opening of price bid (Tentative, if possible)		09.07.2026

IMPORTANT:

- All the relevant documents as per requirement of the Tender must be submitted through online mode & also Tender Fee, EMD must be paid through online mode also.
- Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee), the offer of the same bidder will not be considered and no further communication in the matter will be entertained. Further bidders are requested to **submit price – bid (Part-II) online only** and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price will be considered for evaluation. Further, if the quantity quoted differs in any of the technical bid forms and in price bid forms, it is discretion of ED Committee – DGVCL to consider the quoted quantity.
- It is mandatory for all the bidders to submit their tender documents **by both forms** viz. on-line (e-tendering). Tender documents submitted in only physical form will not be accepted and considered.
- Duly signed physical Technical Bid-1** will not be considered. Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the: **The Ex. Engineer (O&M) , Valsad City Dn.,** Dakshin Gujarat Vij Company Ltd. , Valsad.

Signature of Contractor

The Earnest Money Deposit and tender fee will be accepted only through online mode. DGVCL reserves the rights to reject any OR all tenders without assigning any reasons thereof.

Executive Engineer (O&M)
DGVCL, Valsad City Division

Qualifying Criteria

1. The bidder have to pay tender fee.
2. The bidder have to pay EMD.

Tender fee and EMD should be paid, otherwise tender will not be considered *Bank Detail:*

Sr.no	Name	Account no.	IFSC Code	MICR Code
1	Daksin Gujarat Vij Company Ltd	17410200000742	BARB0TITHAL	396012003

3. 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/DISCOMs/GEB/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.
 4. The bidder having P.F. code no. and PAN No. The copy of the same to be submitted.
 5. The bidder have to submit the copy of latest solvency certificate issued by any nationalized/schedule bank amounting 20% of estimated cost. The solvency certificate should not be issued before 1 year from the scheduled date of opening of technical bid.
 6. The bidder have to submit the copy of GST registration certificate.
 7. The bidder have to be submit the copy of last three years I.T returns.
- The Bidders shall submit documentary evidences in support of all above Qualification criteria, failing which the bid will be rejected.

Signature of Contractor

Following documents only are to be submitted in physical form:

1) Tender Fee and EMD (THROUGH ONLIN MODE):

Tender fee , EMD, List of similar types orders executed as per mentioned in qualification criteria, PF No, GST No, IT returns, PAN Card, Work completion details.

DGVCL reserves right to reject any OR all tenders without assigning any reasons thereof.

2) Price Bid:

The price bid must be submitted strictly as per Schedule-B. The Price bid must be opened as per the specified time and date of opening of the price bid.

Bidders shall submit Price online only and not in physical form & submit documents through online mode.

The bidder must also submit the list of ongoing works along with name of owner, name of work, order amount, commencement date, time limit, due date of completion and expected date of completion.

The time limit of contract shall be 12 months from the date of start of contract and is extendable by the authority in-case required by the DGVCL for further 10 months without obtaining of any confirmation from contractor. The DGVCL reserves the right to terminate the contract at any time without assigning any reasons by giving 30 days notice in written.

No tender shall be accepted / opened in any case after the due date and time of receipt of tender, irrespective of delay due to postal services or any other reasons and the company shall not assume any responsibility for late receipt of tender.

The EMD and tender fee will be accepted only through online mode.

NOTE:-

1. All taxes like welfare cess 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 rates will be "Excluding the GST". The reimbursement against "GST" will be paid to the contractor as per Govt., rules & regulations.

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.

2.

<u>Sr.No.</u>	<u>Details.</u>	<u>Nos.of persons.</u>
1.	Skilled Labours.	6

Total Persons: - 6 Nos

Labour shall be in Uniform and behave with good manners.

Executive Engineer (O&M)
DGVCL, Valsad City Division

Signature of Contractor

DGVCL Valsad City Dn. office.

SPECIAL CONDITION OF CONTRACT:-

Tender for the work of:- To provide knowledgeable skill person to Overseers 11kv/22kv underground cable / overhead line network for route patrolling, cable safe guarding, cable fault joint pit excavation etc./to identify hazardous/accident prone T/C and vulnerable location and other activities as per Instruction of Engineer in charge Under Valsad City Division(All Subdivisions) under Valsad Circle. Through daily co-ordination with other agencies like Nagarpalika, Gujarat Gas co. ltd. Mobile/internet company, local plumbers etc."

Name of Contractor:-_____

1. Should this tender be accepted, I/We hereby agree to abide by and fulfill all the terms and conditions of the Tender contract for works as applicable and in default thereof forfeit and pay to the DGVCL the sum of Money due.
2. The full value of the "Earnest Money deposit" paid herewith should be absolutely forfeited to the DGVCL should I/we do not deposit the full amount of specified security deposit.

Signature of Contractor

**Executive (O&M)
Valsad City Division**

Signature of Contractor

DGVCL Valsad City Dn. office.

NAME OF WORKS:- To provide knowledgeable skill person to Overseers 11kv/22kv underground cable / overhead line network for route patrolling, cable safe guarding, cable fault joint pit excavation etc./to identify hazardous/accident prone T/C and vulnerable location and other activities as per Instruction of Engineer in charge Under Valsad City Division (All Subdivisions) under Valsad Circle. Through daily co-ordination with other agencies like Nagarpalika, Gujarat Gas co. Ltd. Mobile/internet company, local plumbers etc."

NOTE:-

1. Rate

DGVCL shall pay the bill every month as per agreed rate plus Government GST applicable from time to time.

2. Taxes

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

3. Terms of Payment

The contractor shall submit the bills with original within 5 days on completion of each month.

4. Price variation

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

5. Security Deposit

1. The bidder has to pay Security Deposit **5% of the order value** and it is to be paid in B.G / D.D in favour of DAKSHIN GUJARAT VIJ COMPANY LTD., Valsad on acceptance of order.
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.

6. 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. 100/- at his cost before commencement of order stating that for any accidents or damages to the contractor's staff / equipment 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 S.E (O&M), DGVCL, Valsad Circle 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.
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 Valsad.

8. 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.

9. 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 coats & expenses which may be made against the DGVCL or Government for or in respect of or for mance 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.

10. 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.

11. 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

12. Terms of payment: 100% payment will be released within 15 days after receipt of certified Bills to our F&A team after fulfilling all technical and HR Compliances. You have to submit all technical documents to our technical team & HR Compliances relevant documents to our HR Team so that same can be forwarded to F&A team for further process.

13. 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.

14. 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.

15. 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

16. General

1. The E.E (O&M), DGVCL Valsad City reserves the right to reject any OR all the tenders without assigning any reasons thereof.
2. PAN No. and GST may be shown separately (Xerox copy).
3. The Tenderer shall make his own arrangement for the Boarding and lodging of his workers.
- 4 The contractor shall deploy only those personnel, who bear a good moral character, Behavior, health and pleasing personality.
5. The Tenderer shall ensure that representative on his behalf deputed by him should be in touch with E.E (O&M), DGVCL Valsad City/ DE (Tech-1) with regard to detailing of work etc.
6. The rates quoted by the Tender, the schedule of rates must include all charges of every type such as Fuel, Levies, Maintenance, Repairs, or contractor's servant / agent wages etc.

- 17.** If the work carried out by the contractor is found satisfactory then the time limit may be extended to **two months** as per the company rules. The decision of extension solely remains with DGVCL, contractor has no right to claim for extension.

Signature of Contractor

**Executive (O&M)
Valsad City Division**

Signature of Contractor

Scope of work

The scope of work shall include but limited to patrolling surveillance coordination and site interaction to prevent third party damages pertaining to DGVCL Underground network in area of Valsad City Division.

Supervision and control of manpower is with contractor and all wages and reimbursements will be Made by service provider labour directly

- 1) Contractor have to provide 06 Nos. of cable watcher to oversee the UG HT network for route Patrolling, cable safe guarding, cable fault joint pit excavation etc. For 30/31 days and also Maintain the reliever to ensure that the working of each person should be 8 hours and 26 days.
- 2) The above rate for 8 hours working in shift schedule (1st shift-6 am to 2 pm, 2nd shift- 2 pm to 10 pm & night shift- 10 pm to 6 am) and a general shift (9 am to 6 pm).
- 3) The rate is including the payment of 4 national holidays per year (26 th January, 1st may, 15th August, & 2nd October). In case your employee works with prior approval of DGVCL officer on these national holidays you need to pay the wages as per statutory requirements (double wages) & the same will be reimbursed by DGVCL.
- 4) You have to provide necessary PPE items: safety shoes, helmet, gloves, uniform & rain coats etc.
- 5)Patrolling of cable routes for assignee sites by Engineer in charge
- 6) Supervision for joint pit/ Trial pit Excavation of cable fault & to be update in GEO URJA.
- 7) Supervision during cable safe guarding activity.
- 8) Cable watcher/overseer must continuous present during HDD work and Excavation work on cable by any external utilities and ask them to take care while excavation of their work.
- 9) Inspection of all Bridge/ Khadi by Cable watcher/overseer where cable network exist for prevention of Cable from fire.
- 10) If any excavation site found/abnormality found on route, Cable watcher/overseer will inform to JR. Engineer, Dy. Engineer and discuss with excavation agency at site, and share information of cable route drawing, date etc. at site. Cable watcher will report immediately if any at site.
- 11)Agency has to provide and fix route marker after each and every excavation as per DGVCL norms.
- 12) During patrolling Cable watcher/overseer will note down site, route of excavation, name of agency, no. of cable, condition of route markers & caution board and submit the information to engineer for Planning and monitoring.

- 13) Cable watcher/overseer will report to concerned engineer daily in the morning & review the information related to excavation site. Cable watcher will also submit detail report of visit in the evening/next day morning to sectional head.
- 14) After Completion of open Excavation work at any utilities, Cable watcher/overseer remains present and ensure the work to cover HT cable with RCC Half round muff and back filling in proper manner.
- 15) Every 11/22 KV cable route should be patrolling minimum twice in a day & once in a night for 365 days (accept Sunday).
- 16) You have to raise the bill as per actual attendance of cable watcher. Additional penalty will be applicable as above if the absent is more than 5% per month.
- 17) Cable watcher must comply with the following terms:
 - a. Cable watchers/ Overseers should be skilled or trained person and Know detail of cable router.
 - b. Cable watchers/ Overseers must keep smart Mobile phone android with Watts App facility communication.
 - c. Cable watcher/ Overseers must have a two wheeler with driving license, PUC and all other necessary document for vehicle for filed visit minimum 25-30km traveling per day manpower.
 - d. Cable watcher/ Overseers must be ready to work during night hours (including working in all shift duty as per DGVCL requirement).
- 18) Cable watcher shall carry out work as per DGVCL standard operating procedure.
- 19) Cable watcher must co-ordinate with other utility regarding their planning for excavation every day.
- 20) Cable watcher will report to concern engineer by telephonic and entry in register daily in the morning and review the information related to excavation sites. He also submits report of site visit detail at the end of every month to engineering charge.
- 21) You have to provide 6 nos. Overseers (workers) to oversee the UG transmission network and overhead line for route patrolling, cable safeguarding, cable fault joint pit excavation etc. for 30/31 days and also maintain the reliever to ensure that the working of each person should be 8 hours and 26 days (round the clock service , i.e.; in shift duty & general shift).
- 22) The rate is including the payment of 4 national holidays per year (26th January, 1st May, 15th August & 2nd October). In case your employee works with prior approval of DGVCL on these national holidays, you need to pay the wages as per the statutory requirements (double wages) & the same will be reimbursed by DGVCL
- 23) You shall engage required contract workers (overseers). As per your own and independent assessment/requirement. Including Supervisory for executing the contract work in conformity with the best engineering practices/standards. Requirements of work contract provisions and safety your workers shall have adequate qualification for execution of work at site.
- 24) You will be solely responsible for control in all respect over workers and directing them monitoring their performance rewarding them or taking any disciplinary action.

- 25) You have to get access Cards for your workers issued before start of work/deployment of workers at site You will ensure that you or your workers are allowed to work in DGVCL premises/site on behalf of DGVCL with identity Card issued by DGVCL HR Department only.
- 26) Sub-contracting of work will not be permitted under any circumstances. However if the contractor intends to outsource some part some part of the work being not of core competencies the same shall be outsourced with prior written consent of DGVCL in such cases DGVCL decision the sub-contracting be considered final.
- 27) You will abiding with all the applicable Govt. Rules and Regulations as they stand at present and as may be amended from time in future for this work including E.S.I.,P.F Workmanship Compensation Act Shop & Establishment Act Factories Act and Building & other Construction Workers Regulation Act etc any non-compliance in adherence of above Act/Law will at your cost and risk.
- 28) You shall maintain all registers, documents, certificates; statements, returns, etc. required under various laws Government orders/notification application to the Contractors establishment.
- 29) Communication to DGVCL as per contingency plan in case of any accident during execution of job.
- 30) Your PAN No. & GST Registration No. Should be quoted on bill.
- 31) You will have to provide reconciliation of all material issued from DGVCL Stores along with the excess and recovered material every week to concerned user and Store in charge You have to return excess material to the DGVCL store However in case of material found short in reconciliation the cost for the same will be deducted your bills.
- 32) You will be required to cover all your workers under Personal Accident Policy for Rs. 3, 00,000/- per worker and submit the same to the DGVCL HR office at the time of reporting before commencing of work.
- 33) You shall carry out the work based sate on latest state of art technology available for safe and quality work. if you fail in providing safe working method environment as per DGVCL Safety Rules and guidelines or your workers found in bad workmanship, incorrect and unsafe procedures or not working as per the direction or SOW, DGVCL shall impose penal actions including penalties as per penalty matrix attached with this order. Additionally, any non-compliance by DGVCL office during work audit will also be subject to penal actions as per the penalty matrix.
- 34) The contractor shall ensure that all the near misses occurred during execution of the contract are reported time to time to DGVCL any hazard spotted while on job shall be reported to DGVCL for further mitigation. In case of unsafe act, safety intervention shall be done by contractor. Contractor shall also carry out the work place inspection of DGVCL's working site. Any incident / accident shall be reported to DGVCL as per incident reporting guidelines.
- 35) No child labour below 18yrs of age shall be employed by the contractor during the execution of job.

- 36) Contractor's personnel shall not smoke or resort to misuse of drugs, medicines, tobacco or alcohol while on duty. Contractor shall also ensure that in no case the ability of his employees to carry out their assigned duty is impaired by use of the substances mentioned herein.
- 37) Safety aspects should be followed as per the norms of DGVCL.
- 38) Very high standard of OWNER's health, safety & environment management system shall be observed in the connected services by the contractor and workman engaged by the contractor.
- 39) Taxes including GST, if applicable, will be payable by the supplier in addition to Liquidated Damages/ All penalties.
- 40) The DGVCL reserve the right to terminate this contract immediately, for any breach by the contractor, of any terms and condition of this contract or for any reason deemed fit and proper by the DGVCL without paying any compensation thereof with seven days' notice period however DGVCL is entitled for satisfactory services from contractor under this Contract beyond the said notice period also, until alternate arrangement in this respect is made by the DGVCL.
- 41) Force Majeure: DGVCL shall not be in default if failure to perform any obligation hereunder is caused solely by supervening conditions beyond the DGVCL's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labor disputes and governmental or public authority's demands or requirements.
- 42) Acceptance of this order implies and includes acceptance of all terms and conditions enumerated in this work order in the technical specification and drawings made available to you consisting of general conditions, detailed scope of work, detailed technical specification & detailed equipment, drawing.

Penalty Terms

- 1) OWNER can recover penalty amount from monthly invoices, if the CONTRACTOR neglects to execute his duties as per the SOW&TS or unnecessary delays completion of work during execution of CONTRACT. The amount of such recovery shall be as shown below for the given parameters or mutually determined in consideration of the consequence of CONTRACTORS' neglect.
- 2) The following critical parameters describe the system performance and service level expectations and requirements during the implementation phase of CONTRACT. The service level includes target performance measures, unacceptable measures and the related penalties for not meeting required service levels.
- 3) DGVCL reserves the right to terminate the contract at any stage of non-compliance of below SLA.

Sr. No	Parameter	Service Level Agreement (SLA)	Penalty
1	Attending excavation intimation and closing call.	<div>Within City Limit Municipal area: Responding to total intimations/ calls within 60 minutes. For at least 97% calls received in 1 month.</div> <div>Other than municipal area: Responding to total intimations calls within 120 minutes format</div>	<div>a) 1% of monthly bill amount for non-adherence to SLA.</div> <div>b) If consecutive 3 months of poor performance is found CONTRACT may be subjected to termination (at the discretion of DGVCL)</div>

Signature of Contractor

		least 97% calls received in 1 month	
2	Under Ground Cable damaged	No underground cable damage at all known sites.	a) One time Labour wages per day on 1 incident in order. b) 1.5 time Labour wages per day on 2 incident in order. c) 2.0 time Labour wages per day on 3 rd and onwards incident in order. d) CONTRACT may be subjected to termination on frequency of damage in order (at the discretion of DGVCL)
3	Documentation	Submission of patrolling report, third party office coordination report, damage visit report and third party proactive calling report as per DGVCL requirement	a) Rs. 1000 if CONTRACTOR fails to submit reports in three consecutive working days in a month b) Rs. 7000 if CONTRACTOR fails to submit reports for seven days consecutive working days in a month
4	Providing service for auxiliary scope of CONTRACT	Providing mobile phones to staff with internet connection, individual vehicle with petrol, providing camera,.	a) Rs.1000/- Per instance for up to 10 NC's b) Continuous poor performance may lead to termination of CONTRACT (at the discretion of OWNER)
5	HSSE Compliance	DGVCL's life saver compliance	a) Rs. 500 per instance of non-compliance to DGVCL's life savers (restricted to one per day for same person)
6	Shortage of manpower	Nos. of person should have work in shift duty & general shift as mentioned in contract	a) Per person 2 times of wages

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 7th 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 Board. 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

Signature of Contractor

Contractor shall maintain a valid labour 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/ 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 ereche if the female labour employed are more than 30 numbers.
9. Maternity leaves as per the provision of maternity Benefit Act.

3. Provident fund & Family pension scheme:-

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 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 coats & expenses which may be made against the DGVCL or Government for or in respect of or formance 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.

8. 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.

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 of all liabilities referred to in above clauses.

9.For tracking and monitoring location and activity of cable watcher

Necessary software shall be design and developed by IT department, DGVCL corporate office, and its access should be given all SDO and contractor

Signature of Contractor

**Executive (O&M)
Valsad City Division**

Signature of Contractor

Other Conditions

- 1.** Contract booklet of DGVCL for general terms and condition of this work is available for reference in the corporate office Surat and binding by the contractor. The contractor quoting for this tender is deemed to have gone through this book of contract booklet and so will be treated as binding of him.
- 2.** The successful contractor has to execute an agreement with the DGVCL on stamp paper in prescribed Performa of the company. The cost of stamp paper are to be borne by the contractor.
- 3.** The successful contractor has to give indemnity bond on stamp paper in prescribed Performa of DGVCL. The cost of stamp papers is to be borne by the contractor.
- 4.** The contractor employing more than 10 workmen on any day of preceding 6 months as contract labour shall be required to obtain requisite license at his own cost from the appropriate licensing officer before undertaking contract work. The contractor shall be solely liable and responsible for the compliance with the required under the contractor labour (Abolition Regulation) Act 1970 and rules there under.

Signature of Contractor

**Executive (O&M)
Valsad City Division**

Signature of Contractor