



# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906

(A subsidiary of Gujarat Urja Vikas Nigam Limited)

Division Office, Opp Sahakari Jin , Idar - 383430 e-mail: [eeidardo@ugvcl.com](mailto:eeidardo@ugvcl.com), Phone: 02778-250347

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P.R. No	666517
RFQ No	80172
TENDER ID NO	311916

ADVERTISED/OPEN Tender:- **UGVCL/IDAR DO/E-TENDER/2026-27/No- 19**

Name of Works: ERECTION OF HT/LT LINE & TC WORK UNDER **KHED'MA** SUB DIVISION  
UNDER **IDAR DIVISION**

Executive Engineer IDAR D.O. has invited Tender for Labour charges for ERECTION OF HT/LT LINE & TC WORK UNDER **KHED'MA** Sub-Division for various scheme of IDAR Division as per Schedule-B as and when require. (Work to be carried out in other sub-division in case of emergency as per instruction of Engineer-In-Charge) **Tender Papers & Specifications may be downloaded from Website <https://ugvcl.nprocure.com> (To view, download and on-line submission) and UGVCL web site [www.ugvcl.com](http://www.ugvcl.com) (To view & download only).**

Details of the Tender are as under.



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## Tender Details Table No-1

Sr.No	Description	
1	Tender Notice No.	<u>UGVCL/IDAR DO/E-TENDER/2026-27/No- 19</u>
2	Tender Item	Annual Rate Contract Tender for Erection, of HT/LT LINE & TC work under <u>KHED'MA</u> S/Dn, IDAR DO, UGVCL
3	Estimated cost	<b>4545424.12</b>
4	Tender Fees plus applicable GST (Non Refundable)- Can be accepted in cash (up to Rs. 10000 only) at the office address specified in the tender document or by RTGS/NEFT/online Only.	<b>1180.00</b>
5	<b>EMD Amount in Rs.</b> (If EMD amount more than 3.00 Lakhs in that case EMD can be accepted by RTGS/NEFT/online/BG/DD/Pay Order/Banker's Cheque. otherwise paid either in cash (up to Rs. 10000 only) at the office address specified in the tender document or by RTGS/NEFT/online Only.	<b>EMD amount 1 % of Estimate Cost. (RS:-45460.00)</b>
6	Security Deposit (For successful bidder)	<b>5% of cost of LOA</b>
7	Online Preliminary, Technical & Price bid, i.e. On line (e-tendering) tender /offer , submission last date (This is mandatory)	<b>24.06.2026 Date, 16:00 Hrs</b>
8	Original Documents Relevant to tender Fee & EMD (if not paid through online mode) (By Registered Post A.D. or Speed Post only) submission last date. (This is mandatory)	<b>16:00 Hrs of 3rd working day, after date of column (7)</b>
9	Date and time of opening of preliminary bid (Tender Fee & EMD Online and offline)	<b>29.06.2026_Date, 16:00 Hrs</b>
10	Date and time of opening of Technical Bid online (Tentative if possible)	<b>29.06.2026 Date, 16:00 Hrs</b>
11	Date of On line Opening of Price Bid Online (Tentative, if possible)	<b>29.06.2026_Date, 16:30 Hrs</b>
12	Bid Validity	<b>180 Days</b>

Regd. &amp; Corporate Office: Visnagar Road, MEHSANA - 384 001 (North Gujarat)

Telephone: (02762) 222080-81

Fax: (02762) 223574

Website: [www.ugvcl.com](http://www.ugvcl.com)

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## Note:

Tender & relevant documents are to be submitted online and only Demand Draft / BG / self-certified receipt of payment required to submit against TENDER FEE/EMD is to be sent by R.P.A.D / Speed Post - Otherwise tenders will not be accepted.

Date of D.D. for Tender Fee and EMD must be on or before last date and time of on line submission of tender.

Price bid/Technical Bid if submitted in physical form, same will not be opened and only online submitted price bid/technical bid will be considered for evaluation.

All the bidders, in respect of the tender item must have vendor registration with the DISCOM / GUVNL or their subsidiary companies prior to the date of opening of technical bid. Otherwise their bids will not be considered eligible for technical scrutiny and as such, their technical bids will not be open. (Optional)

Any technical questions, information and clarification that may be required pertaining to this tender should be referred to competent authority.

Any deviation found in online Data/Details/Documents in offer (e-tendering) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

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

## UGVCL BANK DETAILS:

Name of Company: UTTAR GUJARAT VIJ COMPANY LIMITED

Bank Name: BANK OF BARODA

Bank Account No: 13650200000605

IFSC Code: BARB0JAWANP (Fifth Letter is ZERO)

Type of Account: Cash Credit

Superintendent Account

Exp. Section,

Executive Engineer

UGVCL IDAR D.O.

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The contractor will have to give the following undertaking on Rs.300/- notarized stamp paper( within 15 days from the date of LOA):

- If this tender be accepted, contractor shall agree to abide by and fulfill all the terms and provision of the Tender and contract of works as applicable and in case of default thereof to forfeit and pay to the Company the sum of money due
- The value of EMD paid herewith should be absolutely forfeited to the company, if contractor fail to deposit the full amount of specified security deposit, within specified time limit.
- The contractor shall co-operate with the Company inventory etc. He shall submit all the requirements which are necessary to finalize his outstanding bills within 10 days from the date of completion of work, failing which the Company shall finalize the account on the basis of its inventory records and initiate action as per company's discretion.
- The competent authority can delete any item in schedule "B" in the tender, if he feels that the rate quoted by the contractor for that item is abnormally high when compared to the estimated rate.
- In case of any dispute, concern EE/SE will be the final authority for deciding the same and his decision will be final and binding on the contractor and Department and no further appeal will be entertained.
- The contractor will have to see that safety equipment's are used by his labours, while working on the line, equipment etc. contractor will be responsible for any accidents.
- The contractor will have to under taken responsibility of accidents etc. for his persons working on the line.
- The contractors will have to take insurance of suitable amount for his labours.
- Contractors will have to carry out the work under his eligible and authorized supervisor. However, the work is to be done as per standards and under supervision of UGVCL.



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- The Company does not bind itself to accept the lowest or any tender neither with any reason be assigned for the rejection. It is also not binding on the company to disclose any analysis reports on the tender.

I/We hereby agreed and bound for all above conditions mentioned.

Name of Contractor: -

Signature

Full Address: -

Contact Detail: -

Place: - \_\_\_\_\_

Date: \_\_\_\_\_





## GENERAL DEFINITION FOR BIDDERS

### (1 ) DEFINITION :-

- 1.1 The "UGVCL" shall mean the Executive Engineer , DO IDAR UTTAR GUJARAT VIJ COMPANY LTD., having its corporate office at IDAR DIVISION . With expression shall unless repugnant to the context include its permitted assigns or successor / authorized representatives.
- 1.2 The "Contractor" / Successful Bidders shall mean the Bidders, whose tender has been accepted by the UGVCL for award of the contract and shall include his authorized representatives.
- 1.3 The "Engineer-in-Charge" shall mean the authorized officer of the UGVCL to act as Engineer-in-Charge to supervise the work – for the purpose of the contract.
- 1.4 The "Specification" shall mean the tender forming a part of the contract along with Performa, schedules and drawings.
- 1.5 The "Order" shall mean the official letter issued by the UGVCL, informing the bidder that his tender has been accepted.
- 1.6 The "Contract" shall mean the agreement to be entered into by the UGVCL with the contractor and shall include the commercial technical and general conditions, schedules, drawings and any other conditions specifically agreed between the parties forming a part of the contract.
- 1.7 The "EMD" shall mean Earnest Money Deposit.
- 1.8 The "Contract Value" shall mean the total amount indicated in the contract agreement as per order placed by the UGVCL and calculated from the quantities indicated in the tender.
- 1.9 The "Completion Period" shall mean the period starting from the date of issue of "Order" and required to complete the work in all respect.
- 1.10 The "Work" shall mean activities to carry out for the entire scope of this Tender.



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- 1.11 “Inspector” shall mean the any person nominated by UGVCL from time to time to inspect the works under the contract and/or duly authorized representative of the UGVCL.
- 1.12 “Letter of Award” shall mean the official notice issued by the UGVCL notifying the contractor that his bid has been accepted.
- 1.13 “Date of Contract” Shall mean the date on which Letter of award has been Issued.
- 1.14 “Month” shall mean the calendar month day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 1.15 “A Week” shall men the continuous period of seven days.
- 1.16 HT means High Tension electric line
- 1.17 LT means Low Tension electric line,
- 1.18 Testing: - After completion of work execution required Tests are to be taken in presence of Engineer in Charge whenever required.
- 1.19 Definition of “Similar work” for overhead network: Erection of HT, Lt Line & Tc overhead electrical Network up to voltage level 22 KV.





## Important instructions for submitting the Tender

1.0 Executive Engineer ,DO **IDAR**, UGVCL has invited Tender for Labour charges for Erection of HT, LT line & T/C work under **KHED'MA** Sub-Division for various scheme of **IDAR** Division from the contractors / firms who have executed works of similar nature and magnitude successfully and who are registered under appropriate class.

2.0 Physical submission of Tender documents shall be for EMD and Tender fee cover only.

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 document to be submitted by bidder. In case of short submission of documents with bid and/or clarification if any required from the bidder, the required detail/documents may be asked from bidder in physical form.

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

3.0 Technical & Commercial.

3.1 Technical bid is to be submitted only in online. The below mentioned documents should be submitted in form of self-attested true copies along with technical bid in N Procure Site Only. No physical documents to be submit by bidder at **IDAR** Division Office UGVCL

3.2 **Pre-Qualification criteria for selection in Technical Bid (To be submitted with Technical bid.)**

- (i) Solvency certificate issued from any Nationalized/scheduled Bank of RBI & not older than 12 month amounting of 20 % equivalent of estimated cost (as per UGVCL Rules). (Duly Attested).
- (ii) Separate EPF Code No. allotted by RPFC & Last Six month of current year EPF Challan paid copy is required if applicable.
- (iii) Vender Registration certificate as contractor in UGVCL. Bid of the bidder without vender registration, will not be consider for further evaluations.
- (iv) Last three financial year income tax return copy if applicable.



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- (v) Work experiences of the bidder shall be considered only if the works have been executed under Public electrical utility of Central or State Govt. in India / Government Sector / Power Utility (Government or Private) / Power sector PSUs & Power Sector CPSUs. and also include option-II experience if work has been executed under supervision of UGVCLs Engineer in charge with PO/WO issued by respective firm and work should be certify by Executive Engineer. Work carried out for similar nature Erection Of Ht, LT Line & TC Work shall have to be considered as a work experience and experience certificate should be issued by order issuing authority (Not below the rank of Executive Engineer).
- (vi) For qualifying the experience criteria; bidder shall submit Copy of Work Order (showing the statement of quantity & amount in Rs.), work completion certificate (showing amount of actual work completed) up to last 7 years as per Annexure-A with Experience certificate. Satisfactory work completion certificate for erection of Overhead HT-LT line, T/C & HT/LT AB Cable work by authorized officer of Distribution Company. Copy of the annual work orders with amount of erection of Overhead HT/LT line, T/C any Distribution Company is also required for supporting documents.
- (vii) Group Insurance: -A copy of the insurance policy of the insured laborer's under W.C. Act 1923.
- (viii) The contractor will have to under taken responsibility of accidents etc. for his persons during working on the line and same will be on notarized stamped paper of Rs. 300/- or the appropriate value (if revised by Govt.) The cost of stamped will be borne by contractor.
- (ix) List of Tools & Tackles and safety equipment's available with contractors as per Annexure-B.
- (x) Copy of the Electrical contractor license issued by the Office of Govt. of Gujarat. The contractors outside of Gujarat State must have to take approval from Government of Gujarat for Electrical Contractor license.
- (xi) Labour license if applicable.
- (xii) Copy of GST Registration Certificate duly attested
- (xiii) Copy of Permanent Account No. (PAN) from income tax authority



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- (xiv) Details of Partners / Directors of Firm / Company.
- (xv) Contractor's Store address along with proof.
- (xvi) Other documents (if required by authority).
- (xvii) Bidder has to submit the copy of complete type test reports / certificates of offered make of major supply items (Any make approved by GUVNL & Its Subsidiaries Company) as required in overhead work. The Certificates / reports should not be older than 7 (Seven) years
- (xviii) Bidder has to provide the authorization letters from the manufacturer / authorized dealer of offered make material. Guarantee also required from bidder as well as OEM / authorized dealer.
- (xix) Experience as a sub-contractor shall not be considered for technical evaluation except mentioned as per Clause No. 3.2 (v).
- (xx) Bidder must have Skilled Supervisor having Supervisor License & Skilled Technical staff & labour for execution of work.
- (xxi) Bidder must submit required document such as RTO Registration or a valid tie-up agreement with a service provider for pole erection device (PED Machine).

Those bidders who have successfully submitted all above requirements are to be considered for further evaluation.

The above stated criteria are minimum and the UGVCL reserves the right to request for any additional requirement and also reserves the right to reject the bid of any bidder, if in the opinion of the UGVCL, the qualification criteria are not fulfilled.

Note: For tender estimated value below 5 Lakhs & ARC tender of estimated value more than Rs. 5 Lakhs, criteria stated at clause no. 3.2-(V) & 3.2-(Vi) shall not be applicable for New Bidders. Quantity Allocation will be as per Clause No. 43 General terms and Condition.

### 3.3 Technical Criteria for awarding the contract to qualified bidder is as under

Similar Nature of Work: The bidder should have successfully completed or substantially completed similar nature of work i.e. Erection, Maintenance & Dismantling of overhead



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HT/LT Line, TC for 11kV and above class in last 7 years ending last day of month previous to the one in which bids are invited should be either of the following:

The amount of work completed by bidder as per work completion certificate shall be considered.

- i. Experience in single completed work of projects execution in electrical sub-transmission / distribution sector costing not less than the amount equal to 70% of the estimated amount of the tender.

OR

- ii. Experience in two completed work of projects execution each in electrical sub-transmission / distribution sector costing not less than the amount equal to 40% of the estimated amount of the tender individually.

OR

- iii. Experience in three completed work of projects execution each in electrical sub-transmission / distribution sector costing not less than the amount equal to 30% of the estimated amount of the tender individually.

The similarity of work shall be pre-defined based on the physical size, complexity, methods/ technology and/ or other characteristics described, and scope of works. Substantial completion shall be based on 80 (eighty) per cent (value wise) or more works completed under the contract (Note: Substantial completion should not be defined in terms of percentage completion, rather it should be based on functional consideration. For contracts under which the applicant participated as a joint venture member or sub-contractor, only the applicant's share, by value, shall be considered to meet this requirement. For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening.



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Certificate for 'substantial completion' of project/work/asset should contain two parts. Part -I shall contain 'financial value of work done' and part-II shall contain 'certificate of functional completion of project/work/asset'.

- 3.4 Minimum Average Annual Turnover (MAAT) for last three years, ending 31st March of the previous financial year, of the bidder should be at least 30% of the estimated cost of the tender. In this regard, separate notarized certificate from CA must be submitted.
- 3.5 Net-worth of the last Financial Year shall be positive.

Note: Turnover & Net-worth shall be certified by CA on his letter head and duly attested. Turnover for preceding year shall be considered subject to submission of provisional / audited certificate from CA by the bidder.

3.6 Details of Partners/Directors of the Firm/Company.

- Partnership deed in case of Partnership firm.
- Memorandum of Association & Article of Association in case of Company.

Note: For tender estimated value below 5 Lakhs & ARC tender of estimated value more than Rs. 5 Lakhs, criteria stated at clause no. 3.3 , 3.4 & 3.5 shall not be applicable for New Bidders. Quantity Allocation will be as per Clause No. 43 General terms and Condition.

3.7 Payment of tender fee/EMD can be accepted by RTGS/NEFT in favor of UTTAR GUJARAT VIJ COMPANY LIMITED.

Bank Name & Branch: \_\_\_\_\_

A/C Num.: \_\_\_\_\_

IFSC Code: \_\_\_\_\_

In case of cash payment (up to 10,000/-), the scanned copy of cash receipt shall have to be uploaded with bid. In case of payment through DD/Banker Cheque/pay order/Bank Guarantee, the scanned copy of original document shall have to be uploaded with the bid and original copy of the same will have to be submitted at the \_\_\_\_\_ GUJARAT

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VIJ COMPANY LIMITED Division Office \_\_\_\_\_, within 3 days of specified last date of submission of tender.

The cancelled check of concern bidder is to be attached for further course action of payment as per rule through RTGS/NEFT by UGVCL.

The tender fees once paid for tender document will not be refunded under any circumstances or not transferred to other bidder.

### 3.8 EARNEST MONEY DEPOSIT (EMD)

The EMD payable, between the dates mentioned in Table no 1 only.

The EMD Amount is as per Annexure-E. The digital copy of amount transfers towards Tender fee and EMD is to be uploaded with the tender documents.

The EMD of all unsuccessful bidders except that of the successful bidder will be returned after the award of the contract.

EMD of the successful bidder to whom a contract is awarded will be returned after the said bidder pays the security deposit and signs the contract agreement.

If the successful bidder fails to submit a Security Deposit within 15days from the date of LOA of the contract or fails to sign the contract agreement, then the EMD amount will be forfeited in favour of UGVCL without any notice or and action for "Stop deal" will be initiated as decided by tender inviting authority.

No interest will be payable by the UGVCL on the above Deposit.

Tenders without Earnest Money Deposit by the firms/Name will be rejected without entering in to further Correspondence in this regard and no reference will also be made.

Earnest money deposit will be forfeited in case the successful bidder after his tender has been accepted shall refuse to pay the prescribed security deposit and execute the contract.





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- 4.0 Tender Papers & Specifications may be downloaded from web site <https://tender.nprocure.com> (To view, download and on-line submission of documents) and UGVCL web site [www.ugvcl.com](http://www.ugvcl.com) (To view & download only).
  - 5.0 Bidders should be in touch with websites <https://tender.nprocure.com> & [www.ugvcl.com](http://www.ugvcl.com) for information regarding revision/corrigendum/Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards and also not publish in newspaper.
  - 6.0 It is mandatory for all the bidders to submit their tender documents/Technical bid with scanned copy of Tender Fee and EMD evidence by on-line (e-tendering) upload in schedule time.
  - 7.0 The Bidder must submit their Technical Bid & price bid online in electronic format only on N-Procure web site till last date& time for submission. Offers in physical form will not be accepted in any case.
  - 8.0 Technical bid shall be opened on date (as mentioned) (If possible) in the presence of the bidder, who remains present at that time.
  - 9.0 The bidder shall have to submit their offer without any deviations in general terms and conditions of the contract or in Technical specification/items. Tenders of such deviations may also be rejected. Incomplete and conditional tenders shall not be considered.
  - 10.0 UTTAR GUJARAT VIJ COMPANY LIMITED reserves the right to split up the work covered in the scope of this contract amongst more than one contractor
  - 11.0 Intending bidders should submit their tenders after studying all tender's documents carefully and visiting the site for satisfying themselves of actual site conditions, location and accessibility of site and nature, extent of the work involved etc. Submission of tenders implies that bidders have obtained all necessary information and other data required for executing the work. No claim for extra charges on account of any misunderstanding or otherwise will be allowed.
  - 12.0 All approaches to the site shall be in the scope of bidders.
  - 13.0 The successful bidder will not be allowed to give sub-contract of the works awarded to him for any reasons what so ever without permission of the competent authority.

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- 14.0 In the experience certificate, contractor has to furnish the details of similar works executed by him along with the list of equipment's, tools and tackles and manpower available with him.
- 15.0 Price quoted shall be firm, till overall completion of the work under contract and there will not be any price escalation.
- 16.0 Date of opening of "Price Bid" will be intimated later on to those Bidders who are qualified in technical bid. "Price bid" of only qualifying bidders on the basis of Technical bid shall only be opened. Price of bidders, who are not qualified technically as per requirement of technical bid shall not be opened.
- 17.0 Offers shall be valid for the period of 180 days from the date of opening of price bid. Bidders shall not withdraw tenders during the validity period, failing which their EMD shall be forfeited during the period of 180 days.
- 18.0 All the works shall be carried out as per specifications attached with the tender as per REC standards & Drawings. All materials procured (if required) should be confirming to relevant Indian Standard issued by Bureau of Indian Standard and from approval of UGVCL.
- 19.0 Tenders, who do not fulfil all or any of the conditions of the tender found incomplete in any respect, are liable to rejection.
- 20.0 A. The tenderer must quote his rate per unit specified in the schedule in figures as well as in words. If there is difference between rates quoted in words and figures rates quoted in words shall prevail. Further should there be any discrepancy between rate and amount that rates shall prevail.
- B. The bidder must clearly quote their rates in Schedule – B of this tender, in percentage above than, below than or equal to, the tender rate in figure as well as in words.
- C. The bidder should specify whether the quoted rates are with or without prevailing taxes, if applicable, in force at that time, The bidder must work out the total price of their tender offered accordingly and the total amount should be clearly written in words & figure, in case of any discrepancy whatever written in words shall prevail. Company shall at liberty to decide the matter as it deem fit.



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- D. Any variation in rates etc will not be allowed on any ground once the tender submitted is opened for consideration.
- E. The tenderer's own conditions of the contract will not be considered as forming the part of the tender. The tenderers must send in their tenders, only if the Company's conditions are acceptable to them.
- F. All corrections what so ever made in the tender rate must be signed fully with date by the tenderer before submitting the tenders.
- G. Rates must be quoted without any conditions. In case of divergence between rates in figures and words; it will be constrained to read the rate most favorable to Company.
- H. The rate quoted should be in percentage higher /lower/rate to rate.

21.0 Bidders willing to participate in tender should have valid digital certificate / Digital Signature as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can also procure the same from (n) code solutions, a division of GNFC Ltd., who are licensed certifying authority by Govt. of India.

## 22.0 AMENDMENT TENDER

At any time prior to the deadline for submission of bids, as mentioned in Table1, UGVCL may, for any reason, whether at its own initiative or in response to a clarification requested by a respective bidder, modify the bidding documents by amendments.

The amendment will be notified, only on UGVCL Website & n-procure website in case of on line tender, UGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.

Such amendments, clarification etc. shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bid.

23.0 The tenderer Uttar Gujarat Vij Company Ltd. Reserves the right to reject any or all tenders without assigning any reason thereof.

## 24.0 Conflict of Interest among Bidders/ Agents:-



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

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

There can be only one bid from the following:

- 1) The principal manufacturer directly or through one Indian agent on his behalf; and
- 2) Indian/ foreign agent on behalf of only one principal.
- (g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister



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companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

(i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.

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

26.0 For erecting pole the pits should be digging by using pole erection device (PED Machine) wherever it is not possible to use PED machine in the area like hard rock, small streets etc. the permission of the engineer in charge shall be obtained for digging of pits as per conventional method.

## 27.0 INDEMNITY BOND

The successful bidder will have to give indemnity bond to UGVCL against any possible claim of compensation for damage to Contractor's equipment or staff or any of third parties during the execution of work as per attached format.

## 28.0 LANGUAGE OF THE TENDER

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

29.0 If any bidders firm or/and partner or proprietary firm anywhere in companies (PGVCL, UGVCL, MGVCL, GETCO, DGVCL, GSEC) under GUVNL are under criminal investigation for any kind of fraud for public and theft of material or/and with handlings the material and any civil and/or criminal case pending at any stage than offer of such bidder /firm will be out rightly rejected.

30.0 Conditional bids shall not be accepted.

Signature of Contractor

Executive Engineer

Name of Seal, Details Add.

UGVCL, D.O. IDAR

With Cell No/Fax





## TECHNICAL SPECIFICATIONS FOR THE WORK TO BE CARRIED OUT

For erection work 11 KV and L.T. Distribution lines and Transformer Centers.

### (A) Erection of HT and LT Lines:

Site clearing and tree cutting, which come in the way of line, will be done by the contractor at his cost. The Company will assist the contractor in getting necessary permission for tree cutting etc. Any claim for compensation in above respect will have to be borne by contractor.

### (B) Fixing of Pole Location:

The Points of pole structures, guys and earthing will be fixed by the department and will be shown to the contractor. He should adhere to these locations in all circumstances unless directed by the department to make any change. The Poles from One site to other site or at proposed locations must be carted by loading on Tractor or Hand-Cart. The Poles shall not be carted by toeing/Dragging with Tractor or Cart or with any other means.

### (C) Pole setting:

Where poles are set in good solid ground, the depth of pit shall be 1/6 the height of the pole and for grounds of any other nature, depth of pit shall be decided by the department. The poles and guys must not be set at the edge of cuts or embankment where the soil is liable to be washed or eroded out such setting should be avoided. While back filling, proper care should be taken for filling of pit.

Extra payment is payable for hard soil or rock under the pole erection item which may be quoted in the tender. The cost of damage done to the pole during erection will be recoverable from the contractor. Pole, which is out of plumb/ out of alignment, shall not be accepted.

He should be able to render full account of the poles entrusted to him whenever the Supervising Officer demands to scrutinize the same.

### (D) Erection of Complete single Pole Structure

Erection of single pole structure comprises of shifting of pole from the stacking place in the village, excavation of pit, erection in position (with base plate where required), of 8 meter, 10 meter PSC poles, 9 meter to 13 meter long rail or suitable size girder or any other suitable





pole, fitting of clamps and cross arms and fabricated materials, fixing of caution boards as per drawing, and specification inclusive of painting numbering and anti climbing device. Generally vertical formations will be used on each pole. However horizontal formations will have to be used in special circumstances as per instruction of Engineer in charge.

## **(E) Special Two Poles Structure**

Special two poles structure such as for HT line tapping, Railway crossing, any other HT/LT or telephone line crossing, terminal structure for transformer substation comprises of Excavation suitable pits and refilling of earth erection in position of two nos. of 8 Meter to 10 Meter PSC poles. 9 meter to 13 Meter long rails or any other suitable poles fitting of clamps and cross arms, bracing, cross bracing etc. as per drawing exclusive of mounting transformer but inclusive of mounting D.O. fuses/ A.B. switches, numbering fixing of caution Board and anti climbing device etc. The D.P. must be properly aligned and must be in plumb. Special structure if included will be erected as per drawing supplied. Each Shackle Points must have "D" type Jumpers only.

## **(F) Stringing of conductors**

This includes stringing of stranded and solid bare conductor with fitting of necessary HT/LT Pin and strain insulators, binding on insulators, jumpering. The jointing in HT line will be done properly as per standard practice. Care must be taken in handling the conductor to protect against cuts, scratches or kinks. The conductor must not be drawn over rough or rocky ground, when it is liable to be damaged.

Wastage and cutting should be avoided as far as possible. Sag will be accepted as per RE Standard in the materials account drawn for proper tension. The sag and spans will be maintained as per drawing and design. The cross arms insulators must be so fixed that neither tilts nor bands from position. The rate quoted should be per conductor route kilometer.

The span and sag, however, may vary according to sizes of pole available that these dimensions will be specified by the field office before commencement of work. The sagging should be uniform for all conductors and uneven sagging will not be allowed.

All the clearances should be maintained as per latest CEA (Measure relating to safety & Electric Supply) regulation-2023 clause No-60 to 63.



## (G) Erection of Stay Set:

The erection of stay set comprises of anchor rod, turn buckle, eye bolt and excavation of suitable pit of 4' depth, fixing of stay clamp on pole, binding of GI stay wire. The stay insulators must be inserted in the stay wire on all stays as per drawing. The wrapping of the Guy wire strands at both ends the stay insulator must be even and must presents neat appearance and good workmanship. No stay should be left loose but should be tight and straight to withstand in say cyclone or sand storm, the item includes refilling of earth and painting of fabrication material. If stays are not required to be concreted, a pre casted cement concrete block will be supplied by the department from his division store which the contractor will have to transport at his own cost to the site of work and will have to use for fixing of anchor rod at site.

## (H) Earthing:

The earthing arrangement shall be of pipe type/ plate type/ coil type as indicated in the drawing. The earthing pipe/earthing plate/earthing coil supplied by the company shall be used as per specification and drawing. GI wire no. 8 SWG for earthing should be bolted with earthing pipe/earthing plate/earthing coil. G. I. Wire must be passed through PVC rigid Pipe which must be buried at least 0.5 Meter in ground and to be kept 2.0 Meters above ground along the Pole. The earthings are to be done at place as indicted in the pole schedule or selected by the field offices. Coal and salt will have to be supplied by the contractor at his cost. Erection of earthing should be carried out by digging separate pit of 1.8 meter for each earthing under the supervision of the in charge. No amount will be paid if the work is not done in accordance with these instructions. At least 10 KG of charcoal and 10 KG of salt should be invariably used by the contractor at his cost and refilled the earthing pit with the alternate layers of coal / coke and earth. Earthing carried out in pit of pole will not be considered and no amount will be paid for such type of earthings.

## (I) Guarding:

The guarding will have to be provided between crossing of HT and LT lines, at the road crossing, crossing of telephone and telegraphs line and such other places as indicated by the department. The work comprises of fixing of guard cross arms, eye bolts, guard cradle as per design, GI cross lacing wires complete. Any special type of guarding if required will be



designed and erected by the contractor as per requirement of department. The ground clearance, line to line clearances etc. to be maintained as per latest safety regulation-2023 of CEA.

## (J) Painting and Numbering:

Rail poles and girder poles shall be given one coat of approved red-lead paint and two coats of approved aluminum paint, all fabricated material will also be painted in a manner shown above, there should be sufficient interval between every coat of painting in order to allow for drying. The bolts and nuts shall be dipped in anticorrosive oil before insertion. The lower portion of steel poles up 3 fit above ground level shall be cleaned of all dust and rust. This surface should be given a base coat of red lead and an additional coat of black bituminous paint before inserting in the ground. The good quality paint will be supplied by the contractor and should be of I.S.I mark and will be got approved from Executive Engineer, prior to starting work. Name of the feeder and pole number has to be written on all the poles in English or Gujarati as per instruction of Engineer In-charge. The colour of back ground and name / number must be of contrast colour. P.S.C poles need not be painted but should be properly cleaned and all accumulations of earth, dirt etc, should be removed but fabrication material has to be painted. It is suggested to get one coat of red oxide and two coat of silver paint at the MS fabrication material.

## (K) Muffling:

Unless Specified concreting is to be done for Girder Poles/Guys only. no any PSC Pole/Guys to be concreted without any special reason. The Concreting of PSC Poles must be approved by concerned Executive Engineer prior to execution. Concrete for Muffling of poles and stay rods should be cement one part sand two parts and four parts metal (1:2:4). Muffling is not to be done for PSC poles. Sand shall be clean and composed of hard siliceous grains. It shall be free from clay or organic matter. Metal should be having sound hard and durable stone size ½” to ¾” sieve. Drawing of Muffling are attached.



## (L) TRANSFORMER CENTER:

The distribution transformer centre (10 KVA to 200 KVA) will be of outdoor type mounted on two poles structures as per standard drawing and comprises of,

- Erection of poles with necessary earthings.
- One set of HT D.O fuses/ AB Switch
- 11KV 10 to 200 KVA transformers complete with its accessories.
- One set of HT lightning arrestors.
- Fixing of Distribution box, cross arms and branching with earthing as per drawing, necessary wiring of appropriate size of cables.
- Stays with insulators, numbering, fixing of danger board and ant climbing device.
- Three independent separate pipe type earthing/plate earthing / coil earthing should be provided on either side of the transformer center and one at middle of the transformer center. One separate earthing for LA, one separate earthing for transformer neutral and one separate earthing for transformer body and other metal parts including distribution box. Each consisting of one or more earth connection to earth pit.
- The rate should be quoted inclusive of transportation of distributions transformer from the Company's stores to the site of erection. The cost of damage done to the transformer is recoverable from contractor.

## (M) Stringing of HT/LT Arial Bunched Cable

This includes stringing of Arial Bunched Cable with providing and fitting of necessary accessories like dead end clamps, suspension clamps, insulation piercing connectors, Eye Hooks, HT termination kits, jumpering etc. Care must be taken in handling the cable to protect against cuts, scratches or kinks. The cable must not be drawn over rough or rocky ground, when it is liable to be damaged.

## (N) INSTRUCTIONS TO BE FOLLOW BEFORE STARTING WORK

Before starting the work (New, alteration or addition) and during the progress of works the contractor must obtain line clear whenever necessary from the concerned officers of this department or other. During transportation or erection, if any accident occurs or any liability



arises due to non-observance of rules / instructions, contractor will be solely responsible for that.

All conductor, earth wire and stay set must be tight. Stay rod pit must be as per the specifications. The entire pole must be in plumb. Fabrication fitting on pole must be tight.

Span of HT/LT line shall have to be kept as per site survey done by Engineer In-Charge and as per site situation.

So long as the line is not handed over to the company, the responsibility of its safe custody and of all fixture and materials etc. lying with that of the contractor will be that of the contractor.

## PROCEDURE TO BE FOLLOW FOR GETTING MATERIAL FROM STORES

### **(A) Issue of materials:**

The following materials shall be supplied by the UGVCL free of cost for use on the works to the contractor as required from RSO / Divisional Stores as well as from the sub-division store if any. The transportation will have to be arranged by the contractor at his cost (except poles of all types.)

### **List of Materials:**

1. All types of Conductors & AB Cable.
2. The pole will be supplied by UGVCL at convenient place near place of work within 4 KM. Contractor has to cart poles to the destination from the location where poles staked by UGVCL within the radius of 4 KM at his cost.
3. HT-LT insulators with hardware.
4. All fabricated steel material with bolts and nuts.
5. Stay wire, G.I wire, earthing plate, earthing coil, earthing bolt, earthing pipes.
6. Distribution Transformer, LT Dist. Box, lightning arrestors, HT D.O. Fuse, AB switch with accessories, PVC cable.
7. Danger board, anti-climbing device of barbed wire.





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8. Earthing plate/earthing coil/earthing pipe.

9. Stay set material.

10. All types of Bolts and nuts to be supplied by company as per availability in store, if not , Contractor has to provide the same and at the rate prescribed by company time to time in statement of rates(SOR) will be reimbursed to the contractor.

The rates quoted should be inclusive of required all type of bolts and nuts (except LT Shackle bolt) and transportation cost of all type of materials to site from the stores.

- (B) The quantities in the Schedule are approximate. Actual quantities may increase or decrease according to the local conditions. The department reserves the right for revising or omitting any of the quantities to be erected during the execution.
- (C) The contractor will draw and will be given only those materials and in anticipated quantities that are just sufficient for the works to be carried out by him.
- (D) The materials will be issued to the contractor himself or his duly authorized representative only. The contractor at the time of drawing materials from the stores shall have to give letter of authorization in triplicate to the concerned sub-divisional officers, specifically stating the names of the persons who will draw materials from the store on his behalf and would sign the requisitions for and on behalf of the contractor and shall be binding upon the contractor. In case if any authority or power of attorney is to be terminated, written instructions in this respect must be intimated by Registered Post to the Executive Engineer and concerned sub-divisional office.
- (E) The contractor should get the requisition, three days before requires the materials on site, from the Engineer-in-charge, for the material as per technical sanction. All the materials mentioned in the requisition should be issued from Divisional store to the name of contractor with scheme. No any material should be drawn departmentally for the work allotted to the contractor.
- (F) In case of loss or damage to materials, contractor will be responsible for the same, he has to lodge FIR regarding loss of material. Action will be taken as per discretion of UGVCL, the cost of the same will be recovered from the Contractor at stock issue rate plus 15%





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overhead charges with applicable TAXES and shall be considered as final and unchallengeable.

All the materials issued by UGVCL shall be transported to the work site on same day and to be preserved in safe custody at pre notified stores, failing to which UGVCL shall initiate Police action. Similarly, as per instruction of Engineer In Charge, you have to credit the material at UGVCL store without any loss of time failing to which UGVCL shall initiate Police action.

- (G) The contractor will be fully responsible for any damage, breakage, loss or theft of materials during transit or erection issued to him from stores till the time the work is handed over to and taken over by the Company. The cost of damage shall be recovered from him as stated above in F.
- (H) All materials supplied to the contractor shall remain the absolute property of the company and shall on no account be removed from the site of the work and shall at all times be opened to inspection by the Engineer in-charge.
- (I) Any such materials remaining unused and in perfectly good condition at the time of completion of the contract shall be returned to the company store for which no carting charges are payable to the contractor.
- (J) The contractor will have to make his own arrangements to keep the materials under lock and key (i.e. Store) and address of all the stores to be submitted before commencement of work. He will be responsible for theft or loss on account of any reason what so ever.

All the above instructions have been read by me thoroughly or have obtained the thorough understanding of the same and are acceptable to me unconditionally.



## GENERAL TERMS & CONDITIONS

- (1) The work should be strictly as per specifications and approved drawings of the Company which can be supplied by the Engineer In-charge for reference at the request of the contractor. The inferior and unsatisfactory work is liable to be rejected.

Before commencing the erection of lines, the contractor will be provided with the schedule and the detailed layout map (proposed sketch). The work will have to be carried out as per programmed laid down by department and under the entire supervision of UGVCL's deputed supervisor and contractor should employ his qualified supervisor who could supervise the works throughout and he should remain present on site.

Marshy or water logged locations must be avoided as far as possible. If it becomes inevitable to locate poles at such points, special precautions about foundation will have to taken and work carried out as per instructions of the Engineer In-charge.

No tools will be supplied by the department. The work if found inferior and not up to standard of the Company is liable to be rejected at the risk and cost of the contractor. Any expenditure incurred for rectification work carried out by department will be recovered from contractor's bills, if the contractor fails to rectify the inferior work done by him in spite of the instructions to rectify the same.

Contractor will have to submit the certificate of their supervisor under whose supervision the work has been carried out.

## **(2) Acceptance of Tenders:**

The Company does not bind itself to accept the lowest or any tender, neither will any reason be assigned for the rejection. It is also not binding on the Company to disclose any analysis reports of the tenders.

Accepting authority reserves the right of rejection of any or all tenders without assigning any reason thereof.

Any tender who does not comply with the above requirements is liable to be rejected.



### (3) Security Deposit:

The successful bidder shall have to pay security deposit of within 15 days from the date of issuance of LOI/LOA of an amount equivalent to 5% of the value of the work to be allotted to him and as mentioned in LOI / LOA.

The Security deposit is payable the option of UGVCL by: (a) Demand Draft (b) Bank Guarantee to cover execution period and, from any **Nationalized /schedule Bank Payable at UGVCL**. The Security Deposit will be returned to the Contractor without any interest after the successful completion of work and submission of No Objection Certificate by concern office.

### (4) Contract Document:

The successful bidder, whose tender is accepted will have to execute a 300 Rs. stamped agreement in standard form with the company and will have to sign the contract booklet viz. Tender and contract for works at his own cost. In case of partnership firms, necessary partnership documents, in original along with its copy will have to be produced for verification along with authority to sign the bills measurement and enter in to contract as well as correspondence with the company. Wherever required necessary power of attorney will have to be produced especially when the partnership deed is silent on the point of authority to deal with the Company. The contractor will have to execute the documents and sign the booklet "Tender and contract for work" before starting the work.

If a contractor happens to be a sole trader he will have to produce an affidavit made before Magistrate to that effect.

### (5) TAXES AND DUTIES:

5.1 Bought out items from vendors/sub-suppliers: All levies, duties, GST and Cess etc. payable on equipment/material components, sub- assemblies, raw materials and any other items used for the bidder's consumption or dispatched directly to the owner from its sub-supplier and any such taxes, duties levies additionally payable shall be to bidders account and no separate claim on this behalf shall be entertained by the UGVCL.



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- 5.2 UGVCL's GSTIN Registration Nos. is 24AAACU6551F1ZI
- 5.3 The bidder shall be liable and responsible for payment of all taxes as attracted under the Provisions of the law.
- 5.4 "In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay new tax or duty, then the owner shall reimburse the contractor the new tax or duty so paid by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner."
- 5.5 At the time of payment, statutory deduction will be made as per applicable rules and rates for TDS, WCT, welfare cess etc. All other statutory liabilities towards contract will be on the part of contractor.
- 5.6 Before quoting, the bidder may ascertain from the concerned tax authorities of Government the applicability of GST and Cess, etc. in respect of this work. No separate claim in this regard will be entertained by the UGVCL, as it is the responsibility of the Bidder to pay all these taxes.
- 5.7 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).
- 5.8 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.



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- 5.9 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.
- 5.10 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.
- 5.11 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.
- 5.12 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.
- 5.13 In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of UGVCL's statutory variation clause shall apply.





5.14 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

## **(6) 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 UGVCL 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 UGVCL. Statutory Variation clause shall not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

## **(7) Taxes, Permits & Licenses**

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.

## **(8) INCOME TAX –TDS & GST-TDS**

“Income-tax at source GST-TDS at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to the contractor, 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.”

Applicable welfare cess will be deducted from contractors each bill by UGVCL 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.





## Welfare Cess:

As per Welfare Cess Act, the welfare cess @ 1% is applicable and same is considered in price bid.

THE WELFARE CESS WILL BE PAID TO CONTRACTOR ON ACTUAL WORK EXECUTED AMOUNT AS PER CONTRACT.

The amount of welfare cess @ 1% of total bill amount is to be withheld from contractor running bill in case of challan copy is not submitted along with invoice and will be released on submission of challan of depositing the welfare cess amount to respective department.

The contractor shall deposit 1% welfare cess as applicable to respective government department. UGVCL shall pay the welfare cess by way of reimbursement to contractor on production of documentary evidence of payment deposited thereof by contractor.

## The modality of payment/reimbursement of welfare cess will be as under:

- [a] On receipt of A/T, the contractor/ bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concerned office.
- [b] Before release of payment of first R.A. Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.
- [c] Before release of payment of subsequent R.A. Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A. Bill.
- [d] Before release of payment of Final bill, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A. Bill as well as of final bill on final bill amount certified by UGVCL.
- [e] Before release of payment in case of 1st & Final Bill, the contractor has to deposit the 1% welfare cess on bill amount as certified by UGVCL and shall submit the documentary evidence of payment deposited thereof.



# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906

(A subsidiary of Gujarat Urja Vikas Nigam Limited)

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[f] The contractor shall produce the receipt of payment of welfare cess from the respective Government Department before submission of final bill otherwise final bill of the work will not be finalized. Welfare cess payment will be reimbursed on production of evidence.

## 9) Jurisdiction:

Any dispute of differences arising under out of or in connection with the contract shall be subject to the exclusive jurisdiction of **IDAR**.

Addressing Tenders: Tenders must be submitted in envelopes which must be properly sealed by the tenderers with their office seal and must be superscribed with the following.

(a) Tender No and the name of the proposed work.

(b) Returnable date and time of tender. It is the responsibility of the tenderer to see that the tenders are received in company office or tender box within the stipulated time and date. The envelop must bear full address of the tenderer.

10) Additions and alterations of any kind in tender forms, conditions etc by the bidder without the consent of the undersigned are not permissible

A) The bidder must quote his rate per unit specified in the schedule in figures as well as in words. If there is difference between rates quoted in words and figures, rates quoted in words shall prevail.

B) The bidder must quote his rates net lowest and the rates not confirming to the unit specified in schedule may not be considered even though they may be lowest.

C) The rates must be stated for each item separately and in addition percentage of reduction in the total price if any should also be quoted.

D) Any variation in rates etc will not be allowed on any ground once the tender submitted is opened for consideration.

11) The rate quoted should be in percentage higher /lower / rate to rate.

12) The company's general conditions of contract will apply to all the contractors and he is deemed to be fully aware of the company's general conditions of contract for the works in respect of security deposits, penalty for late completion of work etc and any



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ignorance of these conditions will not exempt the contractor from the liability to abide by the same.

Submission of a tender by the bidder implies that he has read that the instructions and conditions of contract contained in booklet and has made himself aware of the scope and specification of the work to be done and of the conditions and rate at which stores etc. will be issued to him and local conditions and other factors bearing on the execution of work.

If the contractor stands lowest for more than one tender it will be at the discretion of the competent authority whether to award more than one work or not without assigning any reason thereof.

- 13) In case of any discrepancy between Tender Document condition and the General Conditions of Contract attached to Tender Document, the condition mentioned in tender document is final.
- 14) Any amount payable by UGVCL / Any Circle Office of UGVCL / Any Division office of UGVCL under any order / sub work order to the contractor can be adjusted against amount receivable by UGVCL / Any Circle Office of UGVCL / Any Division office of UGVCL / GUVNL or any of its subsidiary company. The contractor will have no objection whatsoever for the same.

## 15) Safety:-

Before starting any work by the labour of the contractor, it will be the responsibility of the contractor to obtain line clear from the concerned officer / employee.

Successful Bidder has to follow all the rules and Regulations of Work Safety. Required tools and Tackles for Safety are to be arranged by Bidder only.

No any work should be carrying out without supervisor of the company for safety point of view. Contractors should observe all the safety rules during execution of work.

The contractor will have to see that labours working on the site should utilize all safety equipment like helmet, safety belt, hand gloves, safety shoes and tool-tackle. If any labour found without safety equipment at site during execution of work, it is fully responsibility of contractor for any accident occurred.

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The contractor has to follow all labour laws, safety rules and regulations. The UGVCL does not take any responsibility in case of accident or injury to the workers. The safety, security of men, materials and equipment shall be sole responsibility of the contractor.

The compliances of all Central / State Govt. Rules, safety and insurance rules etc. and that of local body is a must condition for the successful bidder.

The Contractor will strictly follow the safety Rules and Regulations during the execution of aforesaid work. The Contractor will also provide all required Safety Gadgets to his Supervisors and labours to execute the work mentioned in Tender. On violating or breaking the Safety Rules and Regulations, and if Supervisors/Labours are found without Safety Gadgets, "The Company" reserves the right to take actions as per the terms and conditions mentioned in Tender without any prejudice.

The Company is not liable for any injury or damage to contractor's workman or his equipment respectively during execution of this contract and the Company will not pay any compensation for any reasons whatsoever. The contractor is also responsible for any damage to private property i.e. standing crops in farms or Gram Panchayat property etc.

- 16) The contractor shall not demand or accept any help from the intending consumers in line erection works or in transportation of materials.
- 17) Whenever there is an excess work carried out by a contractor beyond the technically sanctioned amount against the work order given, the approval for the excess quantity of work done should be obtained from the competent authority as per Company rules.
- 18) The erection work should be started from the date of commencement given in the order and should be completed within the prescribed period for each work. The contractor is bound to complete the work within the specified period of each separate work order given by Executive Engineer.

The contractor will be given the separate order for each work on the basis of the rate contract order. The date of commencement and date of completion of work will be mentioned in the order, which the contractor has to agree; otherwise the penalty will be levy for the late completion of work as per Clause No.-32.



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- 19) Priority of work would be decided by the Executive Engineer / Deputy Engineer of SDn and contractor shall carry the work within the stipulated period of the order given by the Executive Engineer.
- 20) You will have to submit fortnightly progress report regularly in duplicate to Engineer In Charge and Executive Engineer **IDAR DO**. If found that the work is unsatisfactory or not progressing as per schedule then any action would be taken by the UGVCL as may deemed fit to see that work is completed at the risk and cost of contractor. The completion time allowed for each Sub work Order shall be strictly observed.
- 21) The contractor must have adequate resources and manpower of skill/unskilled personnel to undertake the work at different places simultaneously.
- 22) The contractor will submit the final bill/ sub-work order bill within one months from the work completion date.
- 23) The payment will be release within thirty days after submission of bill and all relevant documents with invoice or part thereof whichever is later.
- 24) The contract will remain in force for the period of **TWO** year from the date of issue of work order.

## 25) TERMS OF PAYMENT:

- A) The payment will be made to the contractor by ECS/RTGS/NEFT subject to an advance stamped receipt being received from payee.
- B) The payment will be done after successful completion of scope of work of each sub-work order after furnishing of the material accounts.

Mode of Payment: All payments under the Contract shall be made after the issue of work certificates by the Engineer in charge, for the quantum of work completed.

- C) Deductions from Contract: Price All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, or any other retention award will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days

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of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any amount due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

E) Terms of Payment: The owner shall pay to the Contractor as per the terms of payment mentioned hereunder:

1. The bidder shall raise sub work order wise bills only after completion of all the specified activities complete for each sub work order and the work for the next stage is continued.
2. 100% of the bills will be processed and paid within 30 days after submission bills at Sdn with all relevant documents.
3. Payment of last sub work order shall be made after the work order is completed and the line is handed over and accepted by the Engineer – in- Charge in all respects subject to furnishing of performance guarantee of equivalent amount for the guarantee period.
4. The order value is based on the quantity, unit rates and values quoted and shall be subject adjustment based on actual quantities executed and certified by the Engineer – in – Charge.
5. Payment of the actual material used and work done will be paid on above basis.

## 26) Presentation of Bills

The bills along with required documents for work executed including cost of material consumed is to be prepared in Quadruplicate and submitted 03 copies to the concern Deputy Engineer of Sub Division Office. These bills shall be serially numbered.

Contractor has to submit Bills along with required documents for work executed including cost of material consumed material account along with quantities of work executed for each item. Location wise inventory of all the material used is to be submitted in detail. All required documents including EPF should be produced by the contractor along with bills.

Work Completion certificate duly signed by Contractor for which Bill is submitted.



For non-submission or part submission of above information, no bills shall be processed.

## 27) Recording of measurements

If the work has been carried out satisfactorily, the contractor with prior intimation from the Company Officers shall have to witness the inventory on the appointed date within the **15 days** of the completion of work. If contractor fails to come to the appointed date a notice under Registered cover with A.D. will be served on him to witness the recording of inventory prior appointment with the Company officer within ten days of receipt of notice or within such extended period applied for by the contractor and granted by the Company Officer. If the contractor still fails to come for the recording of inventory within the original or extended period of time granted by the Company officer then the recording of inventory and recording of measurements thereof will be carried out thereafter unilaterally by the Company Officer and the same shall be finalized by the Company's Officer and the same shall be binding on the contractor, no request then will be entertained.

## 28) Submission of materials account by contractor:

The contractor shall submit material account with each bill. Also he shall on completion of the work have to prepare and render the final detailed material account of the materials received by him from the Company store within 15 days from the date of inventory, if however the contractor does not render the material accounts a notice shall be issued to the contractor under Registered A.D. to render the materials account within ten days from the date of issue of the notice. On default, the material account will be finalized and the recovery made as per the Company account and procedure which shall have to be accepted by contractor and disputes if any raised shall not be entertained. The balance materials also will have to be returned by the contractor within 7 days from the date of technical scrutiny from Division office.

Material Accounting for work duly certified by Engineer- In-charge.

The contractor will not be allowed to transfer materials from one work to another without the written permission of the Executive Engineer justifying the reasons for such transfer.

The contractor will have to use the materials on the work for which they have drawn.



- 29) On completion of work the contractor will inform the concerned DE in writing and DE will see that if any rectifications are to be required, will intimate to the contractor within 15 days in writing from the date of receipt of the letter from the contractor to complete the rectification works within 7 days. If the contractor fails to do the rectification additions or alterations etc within the above time limit, then the same will be got done through other agency or departmental staff at the risk and cost of the contractor without giving any further notice or any intimation. No complaint will be entertained from the contractor in this regard and amount will be recoverable with 15% supervision charges.
- 30) Contractor has to take Earthing & utilization of CC Block in stay set certificate from the UGVCL supervisor (Line Staff) and it is to be submitted along with the final bill.

### 31) Audit Inspection

UGVCL reserves its right to carry out random and surprise inspection at any time of the ongoing work / completed work for ensuring its quality and compliance with the REC standards OR CEA construction standards OR any Indian Standard OR Technical specifications of UGVCL. If during such audit inspection, any violation of Standards OR Safety regulation is observed, which may be unsafe for the general public or for the employee of Distribution licensee, UGVCL shall intimate the Contractor immediately by any written communication medium (either through mail / letter) and on such intimation, the contractor shall rectify such defects, within such period, (as may be specified by the UGVCL, depending upon the quantum of such defects) and shall submit the written report along with site photographs indicating such rectification to the Engineer In-Charge. Nevertheless, following actions shall be taken against the Contractor on detection of substandard work.

31.1 On first instance, a stringent penalty of 3% of total value of Sub-work order shall be imposed. In addition to the above, if the contractor fails to rectify the substandard work despite being served the legal notice under clause 31, UGVCL shall get the work rectified through the other contractor and shall recover the total expense incurred for such rectification including labour and any other amount paid to the other contractor as the case may be which it has to incur for such rectification.



31.2 On detection of second instance of Substandard work in the same work order OR in different work order(s) under jurisdiction of UGVCL, the defective/substandard orders shall be terminated by following procedure as mentioned in tender terms and conditions in addition to the actions as mentioned above in Clause 31.1.

31.3 On detection of third instance of Substandard work in jurisdiction of entire UGVCL by same contractor during the last three years, the Contractor shall be stop-dealed after following due procedure and after giving opportunity to represent as per principles of natural justice.

#### Definition of Substandard work

The work executed by the Contractor, which is not in compliance to the REC Construction standards or CEA Construction Standards or any Indian standards (IS) OR violates the provisions of GERC Distribution Code or Grid Code or CEA Safety regulations or in contradiction to any tender condition as amended time to time, shall be considered as Substandard work

## 32) PENALTY

32.1 The time limit allowed for carrying out the work as entered in Bid shall strictly observed by the contractor. The work shall throughout the stipulated period of contract proceeds with due diligence (time being essence of the contract).

32.2 The execution of this contract shall be completed within 24 months after commencement period of 30 days from the date of letter of acceptance (LOA).

32.3 If the work is not completed within the scheduled period as prescribed in Sub Work Order, penalty shall be @ 0.5% per Week or part thereof plus applicable tax (if any) subject to ceiling of 10% plus applicable tax (if any) of the Sub Order Value with GST and Cess as applicable rates. This will be deducted from the bills payable either against this contract or any bank guarantee or any other amount payable under any contract with the UGVCL.

32.4 For calculating delayed portion, start date of sub work order for penalty calculation will be the Day / Date on which the first material is issued against the Sub work order and



final date of actual completion of work shall be consider. The penalty will be invariably deducted from the bill of the contractor and no refund will be given unless the competent authority approved the waiver/ reduction in penalty. In case of material supplied late by UGVCL to the contractor, clause no. 32.11 shall be applicable.

32.5 The concern field office of **IDAR Division** will issue sub work order as a part of contract as per requirement. The work completion period of each sub work order will be decided by concern Engineer-in-Charge from the date of issue of sub work order. The delay of commissioning is liable for penalty.

32.6 **Penalty for non-submission of bills timely:** Sub work order wise bill along with excess material credited to store to be submitted by contractor within 30 days from the date of work completion. If the bill for the work, after reconciling inventory given to contractor and depositing back the surplus material to respective RSO / Divisional Stores, is not submitted within One months from the work completion date as per work completion date, then penalty @ Rs. 500 per week or part thereof plus applicable GST subject to maximum of 10% of Work order value plus applicable GST will be deducted.

32.7 **Penalty for violating safety rules:** During the execution of Work, if Contractor/Labour are found violating the Safety rules and Regulations, then Engineer-in-Charge will serve the warning Notice on first Instance. On second Instance the amount of Fine will be Rs. 1000.00 or 0.1 % of amount of SWO (Whichever is higher) with GST and cess. Even If after above two instances, still Contractor found violating Safety Rules and Regulations then Procedures for Stop dealing shall be initiated against him as per rules and regulations.

32.8 Further, it is to state that in rainy season and / or for any other reasons beyond the control of contractor and / or if Municipal Corporation or Nagarpalika or Local Government Bodies or any other utilities do not allow to execute work or any ROW issues; stoppage period will be allowed for such period subject to submission of representation with documentary evidences. Stoppage Period will be approved by next higher authority of order approving authority.





## 32.9 FORCE MAJEURE CLAUSE”

“If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as event)”, then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such nonperformance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the Managing Director as to whether the deliveries have been so resumed or not shall be final and conclusive.

### 32.10 Extension in Contractual Period:

It will be Contractor's responsibility to ensure that work is completed in stipulated time limit. However, if on account of reasons beyond one's control as laid down in the Force Major Conditions, UGVCL may consider extension of contractual period with or without statutory variations and with or without price variation.

32.11 Work completion period shall be reckoned from date of issue of material for particular sub work order. However, decision of Executive Engineer of division with Supt. Accountant (Exp.) will be authorized for finalization of work completion period if any dispute.

32.12 In case, it is not possible for the successful bidder to continue the work either due to heavy rains or other reasonable causes, such facts should be immediately brought to notice of the Engineer In Charge. If the reasons for stopping the work are genuine the Engineer In Charge may ask the successful bidder to start the work again as per condition. The period of such stoppage will not be considered as a part of working days moreover the successful bidder cannot claim compensation for such stoppage.



2.13 It will be the responsibility of the contractor to intimate the closing down and recommencement of work at all stages to the engineer in charge or vice versa in writing with reason for the closing down of the work with specific of days for which work will remain closed.

32.14 In case of failure on the part of the contractor, his claim for extension of time limit will be entertained with penalty.

32.15 In case, intimation is not given in these regard, the reason for delay will not be accepted.

32.16 However, time limit extensions will be considered only after execution of the sub work order fully and upon submission of documentary evidence for the reasons of delay. Extension of Contractual period will be approved by next higher authority of order approving authority.

32.17 However, time limit extensions will be considered only after execution of the contract fully and upon submission of documentary evidence for the reasons of delay.

32.18 In case of extra ordinary situation like COVID-19 Pandemic or any lockdown situation or rainy season etc. force majeure clause will be applicable and stoppage period in execution of work may allow, if required.

### 33) FORCE MAJEURE

**Force Majeure means any circumstances beyond the control of the parties including:**

33.1 War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;

33.2 Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

33.3 Rebellion, revolution, insurrection, military or usurped power and civil war;



33.4 Riot, commotion or disorder, except where solely restricted to employees of the Contractor.

33.5 Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent is that performance of such obligations prevented by any circumstances of Force Majeure that arise after the date of the Notification of Award.

33.6 If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.

33.7 Upon the occurrence of any circumstances of Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-Charge of the steps he proposes to take including any reasonable alternative means for performance, which are not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer-in-Charge.

33.8 If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall continue, the Contract shall terminate.

#### **34) Rate to be deducted for not carrying out the work.**

A )If Feeder name is not done as per standard specifications due to negligence from contractor side in that case rate will be deducted from the contractor bill as per UGVCL Rate.

B) Charges for mounting distribution boxes are including in erection of T/C. If distribution box with wiring is not issued by UGVCL in that case rate will be deducted from the Contractor bill as per UGVCL Rate.

C) If Transformer is not mounting then actual expenditure of Transformer replacement on going contract rate for mounting transformer will be deducted from the bill.



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D) If earthing of pole or DP structure is not found in a separate pit as per standard then such bill will not be recorded.

E) Lighting arrestor must be installed otherwise bill will not be recorded.

F) All empty conductor drums will have to be returned by the contractor at concern Divisional Stores, failing which Rs.500/- per drum will be recovered.

G) GST at the applicable rate will be added to rates / amounts mentioned above.

35) Tax deducted at the source (TDS) under Income Tax and under Goods and Service Tax Act will be deducted from bill as per applicable rate, if applicable.

## 36) ARBITRATION:

All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, as appointed by the MD of COMPANY, for that purpose, who shall be a retired High Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act. 1996 as amended from time to time and the rules made there under.

37) If any work not carryout out satisfactory deduction will be made as per prevailing cost data. However Executive Engineer – IDAR DO is the final authority and decision will be acceptable to all.

Executive Engineer – UGVCL IDAR DO has full right to accept or reject any tender without assigning any reason.

All the successful tender has to carried out the work under UGVCL competency as per assigned by competent uthority.

## 38) REVIEW OF ORDER

The company reserves the right to reduce the quantity, if required.



## 39) CARTEL:

If, the Company during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the existence of cartel formation amongst the bidders or apprehends the possibilities of cartel as defined under The Competition Act, 2002, the Board of the Company being a government Company involved in public procurement work, reserve all rights to allot quantities to such bidders, who are not part of the cartel, in any manner deemed fit in the interest of the Company without assigning any reason thereof.

Besides the above the purchaser Company, may initiate actions under the Competition Act/other laws and / or the bidder(s)/ firm(s) will be black listed / stop deal, at its sole discretion.

## 40) Evaluation of Tenders:-

Tenders shall be called for in two bids: (1) Techno-commercial Bid and (2) Price Bid.

The price Bid of Techno-commercially qualified Bidders will be opened.

For modification or relaxation in Techno-commercial Conditions after Technical Bid is opened, all Bidders shall be given equal opportunity.

## 41) Price Evaluation:-

No price preference shall be given on any account. All tenders must be submitted firm price basis (Inclusive of all Taxes) and lowest evaluated bid in the interest of the UGVCL, for the complete works covered under these specifications and documents.

If more than one party is to be considered for placement of order, they will have to match their end cost with end cost of L-1 technically acceptable bidder. UGVCL (tender Inviting Authority) may go to the L-2, L-3 and so on depending upon the requirement at UGVCL's sole discretion. If UGVCL (tender Inviting Authority) feels that there is lack of serious competition or any other reasons, UGVCL (tender Inviting Authority) may negotiate with the L-1 party. UGVCL's (tender Inviting Authority) decision shall be final and binding on all the parties.





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In case of bid found quoted with abnormally low rates, UGVCLs may reject the offer at its sole discretion after examining quality and resources of bidders with due approval of next higher authority.

42) If work is not started / completed within stipulated time limit period, then contract be short closed with applying risk purchase and Security Deposit is to be forfeited with put on black listing or stop deal for the period decided by the competent authority.

## 43) QUANTITY DISTRIBUTION

43.1 The total Quantity distribution to the new bidder will be restricted up to 30 % of the estimated amount in case of new bidders stands. L-1 However , if the quoted price of new bidders is higher than regular bidders, then there will be no any quantity distribution is allowed to new bidders.

43.2 The competent authority of the UGVCL as per delegation of power shall decide to consider nos. of bidders for placement of order under ARC, at its own discretion and considering field requirement.

43.3 The new bidder is to be asked to match the L-1 price of the New Bidder only and the regular bidder has to match the L-1 price of the Regular Bidder.

43.3.1 If L-1 New Bidder below company SOR Rate then regular Bidder restricted up to Company SOR Rate or quoted rate which ever is below.

43.3.2 If L1 is new bidder, above company SOR Rate Then Regular Bidder Should match with L-1 Bidder

In case of L1 bidder backs out from tender process before allotment of order or during tender process, UGVCL has right to call next lowest bidder/bidders to execute work according to clause no-43.3

(Note: The said clause is applicable to the ARC tender. If tender is invited with value more than Rs. 5 Lakhs for specific single work, experience criteria may be kept in line with Important instruction for submitting the Tender Clause No: 3, Technical & Commercial. Accordingly, this clause may be adopted / deleted while inviting tenders).



#### 44. CONTRACT QUALITY ASSURANCE:

- 44.1 The Bidder shall include in his proposal the Quality Assurance Program containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.
- 44.2 At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract. UGVCL reserve the right to inspect the work at any stage of contract i.e. during the execution and after the execution of work.
- 44.3 The Bidder shall clearly specify the list of sub-vendors from whom the bought out items (if any) are being supplied. Such details shall be accompanied by their list of previous supplies made performance reports etc. However, in case of orders are placed, specific approval shall be obtained from the UGVCL for the vendor supplied materials. The quality assurance program shall be furnished for each material separately for approval.

#### 45. SECRECY:

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of UGVCL and shall not be used for any other purpose, except for the execution of the contract. All rights related to the technical specifications, drawings and records are reserved by UGVCL only and no part or partial should be reproduced, copied or alter without prior permission to UGVCL in writing. In the event of the breach of this provision, UGVCL can claim the damages caused by such events.

#### 46. Stop Dealing:

**Bidder/Contractor shall be put under Stop Deal due to following reasons.**

- 46.1 Has submitted fake, false or forged documents/certificates.
- 46.2 Has revised/withdrawn price bid after opening of Techno: commercial bid, until and unless it is sought for.
- 46.3 Has tampered with the stipulated tendering process.



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- 46.4 Has refused to accept Letter of Acceptance/Purchase Order/Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions.
- 46.5 Has committed breach of contract or has failed to perform a contract or has abandoned the contract.
- 46.6 Has failed to provide suitable expertise for the work as per prescheduled program
- 46.7 Has failed to submit all the necessary Test reports/documents within time schedule / as per Company's time limit, as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.
- 46.8 Has indulged in construction and erection of defective works.
- 46.9 Has supplied inferior quality / defective materials and refused to replace with stipulated time frame, as specified by the company.
- 46.10 Has substituted materials In lieu of materials supplied by the Company or has not returned or has short returned or has unauthorized disposed of materials/ documents/ drawings/ tools or plants or equipment supplied by the Company
- 46.11 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage
- 46.12 Has unauthorized obtained official company information or copies of documents, in relation to the Tender/Contract
- 46.14 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.
- Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and
- 46.15 In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing/ blacklisting
- 46.16 The firm, stop deal and/or banned for business dealing and/ or blacklist by GUVNL or any subsidiary Companies of GUVNL shall be considered as a stop deal and/ or banned for business dealing and/ or blacklisting for all Companies.



# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906

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## 47 Effect of putting a proprietor/firm for Stop dealing/Banned for business dealing are as below:

47.1 The proprietor/all the partners/directors of the stop deal/ banned for business dealing/blacklisting firm shall also be considered for stop deal/ banned for business dealing.

47.2 Once the name of the firm and/ or proprietor/ partner/ director of the firm appears in the list of Stop dealing / Banned for business dealing in any Company of GUVNL and its Subsidiary Companies,

1.0 No enquiry shall be issued to a firm.

2.0 No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.

47.3 Action to be taken, when a Firm and/or proprietor/ partner/ director of the firm is put on Stop dealing/ Banned for business dealing by GUVNL or any of its subsidiary Companies, during tender process: -

- I. Before opening Technical bids, the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Preliminary / Technical Bid.
- II. After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as "Disqualified Bid" and automatically stand as "Rejected Bid" at the time of scrutiny of Technical Bid.
- III. After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.
- IV. The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.



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V.

- 47.4 If a Firm is put on Stop dealing / Banned for business dealing in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.
- 47.5 The amount of EMD/SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.
- 47.6 The Stop dealing/ Banned for business dealing shall be Firm- specific and when a Firm is put on Stop dealing/ Banned for business dealing, all the manufacturing works of the Firm shall be on Stop dealing/ Banned for business dealing for GUVNL and its Subsidiary Companies & for all Services of the Firm.
- 47.7 If the Firm placed on Stop Dealing/ Banned for business dealing is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing.
- 47.8 The Board of Directors of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service from any Contractor for that Company only.
- 47.9 Every bidder should, at the time of submission of bid, give a declaration as per Annexure-F attached with this Tender, that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies.

## 48. Relationship with employee:

Every bidder should, at the time of submission of bid, give a declaration as under,

"If in any Bidder Company/firm, the interest (i.e. shareholding in company and share in partnership firm) of any employee of the tendering company or his/her relative as defined in section 2(77) of the company's Act 2013 is 10% or more, the tendering Company will not deal with such Company/Firm at all.

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Bidder therefore, must specifically disclose this fact in his technical bid. Non –disclosure of such facts would immediately disqualify the Bidder for further dealing with the tendering Company”

#### 49. Usage of “Call Before you Dig” application:

“Permission letters granted online/offline for enforcing use of ‘Call Before U dig’ mobile application for any work involving excavation activity.” (Contractor/Bidder has to register themselves as Excavator/Digger in “Call before you Dig” application and for any excavation/digging work, contractor has to take permission/NOC from “Call before you Dig” application)

#### 50. GUARANTEES

The Contractor shall guarantee in accordance with the Contract documents and free from defects in material/equipment supplied by contractor like Indoor / Outdoor / Joint kits, HDPE Pipes etc. and workmanship for a period of twelve (12) calendar months from date of completion of sub work order by contractor. For the same, sticker must be provided incorporating Date of Installation and due date of guarantee on materials used by Successful Bidder.

#### 51. Defense of Suits:

If any action in court is brought against the Owner or Engineer or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.



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## Annexure-A

Name of Contractor:- \_\_\_\_\_ Mobile no: \_\_\_\_\_

Contractor's store address:-

(1) \_\_\_\_\_ (2) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Details of work completion (last seven years):

Sr. no	Name of work	Name of Division	Work order no. & Date	Tender Amt (Rs.)	Amount of work completed (Rs.)	Quantity of work completed		
						HT	LT	TC

### Details of work order on hand / Work under progress:

Sr. no	Name of work	Name of Division	Work order no. & Date	Tender Amt (Rs.)	Amount of work completed (Rs.)	Quantity of work completed		
						HT	LT	TC

Contractor's Signature

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-----For office use only-----

This is to certify that, the above contractor name as \_\_\_\_\_ has successfully completed work of above mention order in this division in stipulated time. The work is found satisfactory.

Executive Engineer  
IDAR Division



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## Annexure-B

Name of Contractor:-\_\_\_\_\_ Mobile no:\_\_\_\_\_

Address:-\_\_\_\_\_

Details of Equipments, Tools, and safety equipments available with contractor:

Sr. no	Name of Equipments, Tools, and safety equipments	Quantity in Nos.	Reg. no / Sr. no of equipment	Approximate value (Rs.)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Contractor's Signature

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## ANNEXURE – C

**Details of Pending Orders, tendered for & on hand, as on the date of the submission of this Tender:**

**(To be completely filled by the Bidder)**

[illegible]

- If necessary, separate sheet may be used to submit the information.

Tender for -----

Tender No: UGVCL/-----

Due On:-





# Uttar Gujarat Vij Company Limited

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## ANNEXURE-D

### TENDER FEES

Sr. No.	Estimated Cost of tender	Tender Fee
1	Up to Rs. 5 Lacs	As per DoP.
2	Above Rs. 5 Lacs and Up to Rs. 10 Lacs	Rs. 500/-
3	Above Rs. 10 Lacs and Up to Rs. 50 Lacs	Rs. 1000/-
4	Above Rs. 50 Lacs and Up to Rs. 100 Lacs	Rs. 5000/-
5	Above Rs. 100 Lacs and Up to Rs. 500 Lacs	Rs. 7500/-
6	Above Rs. 500 Lacs	Rs. 10000/-



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## Annexure-F

Sub: -UNDERTAKING IN REGARD TO STOP DEAL/BLACK LIST THEREOF

Ref: - Tender No: UGVCL/\_\_\_\_\_

All bidders will have to furnish the following undertaking duly filled in signed and stamped for each quoted item of the tender along with the Technical Bid.

-----  
I/We\_\_\_\_\_ authorized  
signatory of M/s\_\_\_\_\_ hereby  
certify that M/s\_\_\_\_\_ is not  
stop deal/black listed by GUVNL and or any subsidiary companies viz.  
PGVCL/UGVCL/DGVCL/MGVCL/GSECL/GETCO for the tendered item.

*Signature of the Tenderer*

*Seal of the Firm*



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## On Firm's Letter Head

### CERTIFICATE – “A”

I/We \_\_\_\_\_ authorized  
signatory of M/s. \_\_\_\_\_  
hereby certify that M/s. \_\_\_\_\_ is not  
related with other firms who have submitted tenders for the same items under  
this inquiry / Tender.

• Seal of the Firm

Signature of the Tenderer

• Place:

With Designation

• Date:



## E.M.D. BANK GUARANTEE FORMAT

FOR TENDER NO.: .....

### APPENDIX – I

*(Bank Guarantee on Non-Judicial Stamp Paper of Rs. 100/-)*

WHEREAS M/s. \_\_\_\_\_ (Name & Address of the Firm) having their registered office at \_\_\_\_\_ (Address of the firms Registered office) (hereinafter called the 'Tenderer') wish to participate in the tender No. \_\_\_\_\_ for \_\_\_\_\_ of (Supply/ Erection/Supply & Erection Work) (Name of the material/equipment/Work) for \_\_\_\_\_, \_\_\_\_\_ Gujarat Vij Company Ltd. and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (Mention here date of validity of this Guarantee which will be **5 (FIVE)** months beyond initial validity of Tender's offer) which is required to be submitted by the tenderer along with the tender.

We, \_\_\_\_\_ (Name of the Bank and address of the Branch giving the Bank Guarantee) having our registered office at \_\_\_\_\_ (Address of Bank's registered office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby agree unequivocally and Unconditionally to pay immediately on demand in writing from the \_\_\_\_\_ Gujarat Vij Company Ltd. or any officer authorized by it in this behalf any amount not exceeding Rs. \_\_\_\_\_ (Amount of E.M.D.), (Rupees \_\_\_\_\_ (In words) to the said \_\_\_\_\_ Gujarat Vij Company Ltd. on behalf of the Tenderer.

We \_\_\_\_\_ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the Tenderer within its validity or Non submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the \_\_\_\_\_ Gujarat Vij Company Ltd. would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ (Mention here the date of validity of Bank) and shall not be terminable by notice



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or by Guarantor change in the constitution of the Bank or the firm of Tenderer Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the UGVCL.

“Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.” NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Amt. of E.M.D.) (Rupees \_\_\_\_\_) (In words). Our Guarantee shall remain in force till \_\_\_\_\_ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (*Date of Validity of the Guarantee*), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	Signature of the Bank's Authorized Signatory with  Official Round Seal.
--	---

## NAME OF DESIGNATED BANKS:

- All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
- Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank
- Co-operative Banks and Commercial Banks and recognized/notified by Government of Gujarat (GoG)

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.





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## FORM OF BANKER'S UNDERTAKING (For SD)

*(Bank Guarantee on Non-Judicial Stamp Paper of .100/-)*

We, Bank of \_\_\_\_\_ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the \_\_\_\_\_ Gujarat Vij Company Ltd. or any Officer authorized by it in this behalf any amount up to and not exceeding \_\_\_\_\_ (in words) Rupees \_\_\_\_\_ to the said \_\_\_\_\_ Gujarat Vij Company Ltd. on behalf of M/s. \_\_\_\_\_ who have entered into a contract for the supply/works specified below

L.O.A. No. \_\_\_\_\_ dated \_\_\_\_\_.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

*"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly."*

"NOTWITHSTANDING" anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.	Signature of the Bank's Authorized Signatory with Official Round Seal.
--	--

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## NAME OF DESIGNATED BANKS:

- All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
- Private Sector Banks authorized by RBI to undertake the state Government business, which are  
(i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank
- Co-operative Banks and Commercial Banks and recognized/notified by Government of Gujarat (GoG)

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.



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## AGREEMENT:

This agreement is made at \_\_\_\_\_ the \_\_\_\_ day of \_\_\_\_\_ month \_\_\_\_\_ Year between the **Uttar Gujarat Vij Company Ltd. & \_\_\_\_\_** (hereinafter referred to as "the Contractor" which expression shall unless excluded by or repugnant to the context included its successors or permit assigns) of the one part and the \_\_\_\_\_ Gujarat Vij Company Ltd. Having its Regd. and Corporate Office at \_\_\_\_\_ (hereinafter called "The Company" which expression shall unless excluded by or repugnant of the context include its successors of assigns) of the other part.

Whereas the aforesaid Company has accepted the tender of the aforesaid contractor for the work of \_\_\_\_\_ as per Company's LOA No. \_\_\_\_\_, Dated \_\_\_\_\_, hereinafter called "The works and more particularly described enumerated or referred to in the specifications, terms and other letters and schedule of price which for the purpose of identification have been signed by **The Superintending Engineer/Executive Engineer,, Circle/Division, UGVCL** on behalf of the Company, a list where of is made out in the schedule here under written and all of which said documents are deemed to form part of this contract and include in the expression "The works" wherever herein used, upon the terms and subject to the conditions hereinafter mentioned.

And whereas the Company has accepted the tender of the contractors for the **Maintenance/ Erection Of Ht, LT Line & TC Work** up on the terms and subject to the conditions herein mentioned.

- 1.) The contractors shall do and perform all works and things in this contract mentioned and described or which are implied therein of therefore respectively or are reasonable necessary for the completion of the works as mentioned and at the time in the manner and subject to the terms conditions and stipulation contained in this contract and in consideration of the due provision, executions, construction and completion of the works agreed to by the contractors as aforesaid the company both hereby covenant with the contractor to pay all the claims of money as and when they become due and payable to the contractor under the provisions of the contract such payment to be made at such times in such manner as is provided by the contract.
- 2.) The conditions and covenant stipulation here in before in this contract are subject to and without prejudice to the right of the company to enforce for delay and or any other rights

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whatever including the right to reject and cancel on default or breach by the contract of the conditions and the covenant as stipulated in the general conditions specifications form Or tender schedule drawing etc. attached with the Company LOA No. \_\_\_\_\_, Dated \_\_\_\_\_.

- 3.) The Contractor will strictly follow the safety Rules and Regulations during the execution of aforesaid work. The Contractor will also provide all required Safety Gadgets to his Supervisors and labours to execute the work mentioned in Tender. On violating or breaking the Safety Rules and Regulations, and if Supervisors/Labours are found without Safety Gadgets, "The Company" reserves the right to take actions as per the terms and conditions mentioned in Tender without any prejudice.
- 4.) The Company 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 UGVCL shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.
- 5.) 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 Company, stop all further sub-contracting or purchasing activity related to the work terminated, and assist "The Company" in maintenance, protection, and disposition of the works acquired under the Contract by the Company. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 6.) If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless "the Company" is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract "the Company" shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account



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of the cancellation of the Contract. The decision of the Company that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Company shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

The contract value extent of supply delivery dates, specifications as other relevant matters may be altered by mutual agreement and if so altered shall not be deemed or constructed to mean and to effect or alter other terms and conditions of the contract and the contract so altered or revised shall be and shall always be deemed to have been subject without prejudice to and stipulation.

## SCHEDULE

- 1.
- 2.
- 3.

In witness where of the parties here to have set their hands and seal this day and month year first above written.

1. Signed sealed and delivered by for and on

Behalf of the presence of name and address.

2. Signed sealed and delivered by for and on behalf

Of The Uttar Gujarat Vij Company Ltd





# Uttar Gujarat Vij Company Limited

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## INDEMNITY BOND

In consideration of the **UTTAR GUJARAT VIJ COMPANY LTD.**, herein after known as the COMPANY having given contract for the work of \_\_\_\_\_

\_\_\_\_\_ as per A/T No. \_\_\_\_\_

\_\_\_\_\_, dated \_\_\_\_\_ and all future contract that may be awarded to me in the next one year and in Important instructions for submitting the Tender in clause 27 of the COMPANY's tender and contract for work.

I residing at \_\_\_\_\_ by this Bond bind myself responsible for and shall pay compensation to my workmen payable under the workmen's compensation ACT – 1923 (viii of 1923) hereinafter called the said Act for death or injuries caused to the workmen engaged by this presents, if such compensation is paid by the COMPANY as principal under such sub-section (1) of section 12 of the said Act on behalf of me, to pay such amount of compensation on demand within 48 hours to the COMPANY that it might have to spend as legal and other incidental charges in defending any suit or action arising out of the death of injuries in regard to compensation paid to the workmen or heirs of the deceased workmen.

Now the condition of the above written Bond is such that any suit of action arising out of the death or injuries to the workmen engaged by me. During the execution of work of said contract and all future contracts that may be awarded to me in the next one year is filed by the worker against the COMPANY, I shall imbrues to the COMPANY such sum that the COMPANY is required to spend as legal and other incidental charges in defending such suit or action and also the amount that may be ordered to be paid to the worker / or his heirs as compensation and that the above written bind shall remain in full force and virtue till the COMPANY is required to defend such suit or action filed by the workers and or heirs against the COMPANY. Further it is applicable on death of contractor himself also. No any compensation will be claimed by legal heirs of contractor.

Witnesses:

Signature of the Executant