

SECTION 1: INSTRUCTION TO BIDDERS**1 Introduction**

This part, Instruction to Bidders (ITB), Section-1 of the Bidding Documents provides the information necessary for bidders to prepare responsive bids for **“Site survey, designing, engineering, procurement, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning including documentation of all items/material required to complete works for TURNKEY BASED CONTRACT FOR CONVERSION OF EXISTING 11 KV HT LINE NETWORK IN TO UNDER GROUND CABLE NETWORK WITH RING MAIN SYSTEM AT KATHWADA & NARODA INDUSTRIAL OF SABARMATI CIRCLE UNDER UGVCL and other allied works under ROBUST-GWFCM.”**

The Uttar Gujarat Vij Company Limited (UGVCL) hereinafter called 'Owner' will receive bids in respect of equipment to be furnished and erected as set-forth in the accompanying Specifications. All bids shall be prepared and submitted by bidders in accordance with instructions.

2 General Instruction

- 2.1 The Chief Engineer (Op), Uttar Gujarat Vij Company Limited (UGVCL), having its Corporate Office at, Visnagar Road, Mehsana-384001, Gujarat, India., hereafter called the "UGVCL" intends to invite Bid for **Site survey, designing, engineering, procurement, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning including documentation of all items/material required to complete works for TURNKEY BASED CONTRACT FOR CONVERSION OF EXISTING 11 KV HT LINE NETWORK IN TO UNDER GROUND CABLE NETWORK WITH RING MAIN SYSTEM AT KATHWADA & NARODA INDUSTRIAL OF SABARMATI CIRCLE UNDER UGVCL and other allied works under ROBUST-GWFCM.**
- 2.2 The EPC basis works means Site survey, design, engineering, procurement, construction, supply of all required material, erection and testing and commissioning for **Site survey, designing, engineering, procurement, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning including documentation of all items/material required to complete works for TURNKEY BASED CONTRACT FOR CONVERSION OF EXISTING 11 KV HT LINE NETWORK IN TO UNDER GROUND CABLE NETWORK WITH RING MAIN SYSTEM AT KATHWADA & NARODA INDUSTRIAL OF SABARMATI CIRCLE UNDER UGVCL under ROBUST-GWFCM.**
- 2.3 Bids submitted after the time and date fixed for receipt of bids as set out in the INVITATION to Bid shall be rejected.
- 2.4 The works referred herein shall cover the entire scope of the Bid which include survey, design, engineering, supply of all material covered in Bid as per describe in scope of work, conversion of existing 11kV HT Line with 11kV MVCC Conductor (AL59 ACS) & Conversion of Existing Overhead to Under Ground Cable network with testing and commissioning at **Various Locations as per Attached Document** including the successful completion of performance and tests which the UGVCL desires to get executed.
- 2.5 The issuance of bid document would not mean that the bidder has qualified for the bidding. Hence bidders should ensure themselves of their credentials before submitting their offer.
- 2.6 Documents towards payment of Tender fee and earnest money deposit (EMD) should be evaluated and if the documents towards payment of Tender fee and EMD are found in order



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then only technical bid will be opened. All those who are found technically competent to carry out the job will be considered as qualified bidders and only their financial bid will be opened.

- 2.7 At any time prior to the deadline for submission of bids, UGVCL may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, may modify the terms and conditions by issuing addenda in the UGVCL website, bidder must be vigil as these addenda`s will be uploaded only.
- 2.8 UGVCL reserves the right to spread the order if required.
- 2.9 Bidder does not anticipate change in the ownership during the proposed period of work. If such a change is anticipated, the scope and effect thereof shall be defined.
- 2.10 UGVCL reserves the rights to instruct the contractor for carry out the works anywhere in the jurisdiction of UGVCL and accordingly contractor shall carry out the work as per the same rate and terms and condition of contract to achieve physical and financial progress.
- 2.11 If at any stage it is found that bidder had hidden material information or had submitted information which is false and fraudulent shall be debarred from bidding in UGVCL, tender for three years and EMD shall be forfeited. The matter shall also be brought to notice to the registration authority of the contractor
- 2.12 The bidder shall be disqualified if;
- The bidder had made misleading or false representation in the forms, statements and attachment submitted in proof of qualification requirements and/or
 - A record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.
 - Every bidder should at the time of submission of bid, give a declaration that bidder and / or proprietor / partner / director of the firm has not been placed on stop dealing / banned for business dealing / blacklisting by GUVNL and its subsidiary companies.

The bidder should provide accurate information on litigation and/ or arbitration resulting from contract completed or under execution by him over the last five years. A consistent history of arbitration awards/ judgments against the applicant or any partner of a joint venture may result in disqualification for proposed work. If the details of litigation history are hidden by the applicant and later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate actions shall be taken against the bidder.

UGVCL would have the right to forfeit the EMD and black list to the bidder if any of the information given by the bidder is found false / wrong or incorrect or misleading.

- 2.13 The Bidder is advised to visit and examine the Site where the material is to be installed / Works are to be provided, and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for provision of Supply and Installation Services / construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

3 Bid Submission and Contents of Standard E-Bidding Document:

- 3.1 The Bidders must ensure that all the schedules are completely filled in their Bids and the information called for is given in totality. A set of complete Bid documents is required to be submitted duly signed and stamped by authority competent to sign on behalf of bidder on each page as a token of unconditional acceptance to the conditions of various clauses of Bid documents. The bidder's bid and the documents attached there to shall be considered for forming part of the contract documents.
- 3.2 The outside of the envelope should also indicate clearly the name of the Bidder and his



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address. In addition, the left-hand corner of the envelope or container should indicate the Bid number and the bid opening date and time (Only for original documents of Tender Fee and EMD).

- 3.3 The Bidder has to send the Technical Bids and PRICE BID ON LINE through N-Procure Mode only. **No any physical documents are required to submit in case of online payment of Tender Fee & EMD.**
- 3.4 Bids submitted after the time and date fixed for the receipt of bids as set out in the INVITATION to bid, shall be rejected.
- 3.5 The UGVCL reserves the right to reject any bid, which is not deposited according to the instructions, stipulated above.

The e-Bid document includes submission of following documents in stages:

Stage-1: Preliminary Qualifying Details (Online / Physical):

- (a) Tender Fee
- (b) Earnest Money Deposit
- (c) Copy of GST Registration
- (d) Copy of PAN Card

This is mandatory requirement to upload all the documents through N-Procurement; otherwise, the bid will be outrightly rejected and no any representations will be entertained.

Stage-2: Techno-Commercial Details (Online Only)

- (a) Section 1: Instruction to bidders (ITB);
- (b) Section 2: Conditions of Contract;
- (c) Section 3: Appendix
- (d) Section 4: Annexure
- (e) Detailed Technical Specification with GTP;
- (f) Reference Bid Drawing for Material-Equipment-Civil Structures

Stage-3: Price Schedule (Online Only)

4 Qualifying Criteria

- 4.1 Qualification of bidder will be based on meeting the criteria as specified in qualifying criteria Part-A and qualifying criteria Part-B as demonstrated by the Bidder's responses in the corresponding Bid Schedules. The bid can be submitted by an Indian individual / Joint Venture firm only.
- 4.2 Notwithstanding anything stated herein above, the UGVCL reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the UGVCL. The UGVCL reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
- 4.3 **Bidders are requested to submit all the required documentary evidence [as per tender requirement] duly sealed and signed through N-Procurement in proper order [online only]. This is mandatory requirement and does not depend on UGVCL request for submission of shortfall documents.**
- 4.4 **Bidders are requested to submit all the tender documents duly sealed and signed with technical documents through N-Procurement [online only].**



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4.1 Part-A: Technical:

- 4.1.1 The bidder should possess Electrical Contractor license issued by the Office of Govt. of Gujarat. However, in case the bidder does not hold the license for the Gujarat State, then the bidder should possess the equivalent license for any one State in India and post-award the bidder is required to acquire the necessary license for the given State within a period of two months. In case bid is submitted by Joint Venture, all partners whose scope as per the delineation of responsibilities amongst JV partners includes execution of Works or part thereof at Site, should possess and/or acquire the necessary license as stated above.
- 4.1.2 Any combination of such entities eligible as per 4.1.1 above, is also eligible to bid in the form of a joint venture (JV) as defined in bid, under an existing agreement. In the case of a joint venture, the number of members of the JV shall not exceed 03 (three) and all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. In case of JV, the bidding JV (also referred to as the Bidder) shall submit a Joint Deed of Undertaking in Technical Part of its bid, as per the format enclosed in the RFB/ bidding document. No change in the structure / constitution of the JV shall be permitted at any stage during bidding or execution of the Contract in the event of award.
- 4.1.3 Work experiences of the bidder shall be considered only if the works have been executed under Govt./Semi-Govt./autonomous body of Central/State Govt./Electricity Power Utility/ Power Dept. in India only.
- 4.1.4 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) for the **similar work completed during last seven years ending last day of month previous to the one in which bids are invited** and said system / project is performing satisfactorily as on submission of bid, from respective authority.
- 4.1.5 **Technical experience as per Clause No. 4.1.3 of nominated subcontractor (approved by competent authority as per Clause No. 4.1.3) shall be considered as per the work experience mentioned in clause no. 4.1.3 & 4.1.4 subject to submission of PO copy from original contractor and work completion certificate as per clause no. 4.1.3 from order issuing authority only.**
- 4.1.6 The bid will be outrightly rejected in case of positive result found in **Annexure – 08** and **Annexure – 09**. No any further correspondence will be entertained by UGVCL in this matter. **Bidder has to submit all the details in respective Annexures on firm's letter head duly sealed and signed [upload with technical documents on N-Prouement].**
- 4.1.7 Bidder has to provide self-declaration as per **Annexure – 18** for OEM authorization, submission GTP, Drawing & complete type test reports / Certificates of offered make of major supply items like MVCC, Ring Main Unit, UG Transformer, HT and LT XLPE Cable etc. as required in project work. The certificate / reports should not older than 7 (seven years).
- 4.1.8 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.
- 4.1.9 Bidder must have Skilled Supervisor having Supervisor License & Skilled Technical staff & labour for execution of work.
- 4.1.10 The Contractor shall acquire all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in relevant to where the Site is located, which such authorities or undertakings require the Contractor to obtain in its



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name and which are necessary for the performance of the Contract, including, without limitation, permits/ certificates if needed for the Contractor's and Sub Contractor's personnel and entry permits for all Contractor's Equipment. The expense will be reimbursed to contractor on the submission of authentic documentary evidence.

- 4.1.11 The bidder should possess' registration on "Call Before u Dig" i.e. CBuD which is an initiative by the Government of India, available in the mobile app as well as an online portal (www.cbud.gov.in) to bring excavators and assets owners in one platform to underwrite and mitigate the losses that occur in a calendar year, due to monitored digging activities across the country. The bidder should submit documentary evidence for the same.
- 4.1.12 **Only Class -I suppliers are eligible for the bid:** 'Class -I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'. The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.
- 4.1.13 **Similar Nature of Work: The bidder should have successfully completed similar nature of work for 11kV and above class in last 7 years during last seven 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 from order issuing authority only shall be considered.

i. Experience in similar work under single contract, costing not less than the amount equal to 70% of the estimated amount of the project i.e. Rs.2382812505.93 The works under the above contract should be completed works only.

OR

ii. Experience in similar works under two contracts, each costing not less than the amount equal to 40% of the estimated amount of the project i.e. Rs. 1361607146.25 The works under the above two contracts should be completed works only.

OR

iii. Experience in similar works under three contracts, each costing not less than the amount equal to 30% of the estimated amount of the project i.e. Rs. 1021205359.69 The works under the above three contracts should be completed works only.

Collectively the JV partners should meet the criteria of projects mentioned in 4.1.13 (i) or 4.1.13 (ii) or 4.1.13 (iii) above. However, each JV partner should have completed at least 1 contract costing not less than 30% of the estimated amount of the project individually i.e. Rs. 1021205359.69

For illustration, the various cases possible, along with the number of contracts and the minimum amounts for each of scenarios are shown below:

Case 1: JV of two (2) partners

Scenario		Partner 1	Partner 2
1. One partner fully meets the qualification requirements	A)	1 contract of minimum 70% of the cost i.e. Rs.2382812505.93	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69
	B)	2 contracts, each of minimum 40% of the cost i.e. Rs.1361607146.25	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69
	C)	3 contracts, each of minimum 30% each of the cost i.e. Rs.1021205359.69	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69

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Scenario	Partner 1	Partner 2
2. Both partners put together meet the qualification requirements	A) 1 contract of minimum 40% of the cost i.e. Rs.1361607146.25	1 contract of minimum 40% of the cost i.e. Rs.1361607146.25
	B) 2 contracts of minimum 30% of the cost i.e. Rs.1021205359.69	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69

Case 2: JV of three (3) partners

Scenario	Partner 1	Partner 2	Partner 3
1. One partner fully meets the qualification requirements	A) 1 contract of minimum 70% of the cost i.e. Rs.2382812505.93	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69
	B) 2 contracts, each of minimum 40% of the cost i.e. Rs.1361607146.25	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69
	C) 3 contracts, each of minimum 30% each of the cost i.e. Rs.1021205359.69	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69
2. All partners put together meet the qualification requirements	A) 1 contract of minimum 40% of the cost i.e. Rs.1361607146.25	1 contract of minimum 40% of the cost i.e. Rs.1361607146.25	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69
	B) 1 contract of minimum 30% of the cost i.e. Rs.1021205359.69	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69	1 contract of minimum 30% of the cost i.e. Rs.1021205359.69

4.8.4 Bidder has to provide confirmation on their firm's letter head that; **"The Contractor shall acquire all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in relevant to where the Site is located, which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, permits/ certificates if needed for the Contractor's and Sub Contractor's personnel and entry permits for all Contractor's Equipment. The expense will be reimbursed to contractor on the submission of authentic documentary evidence."**

4.5 Part-B: Commercial:

- 4.9.1 Minimum Average Annual Turnover (MAAT) for best three years out of last five financial years i.e. FY 2020 – 21, FY 2021 – 22, FY 2022 – 23, FY 2023 – 24 & FY 2024 – 25, ending 31st March of the previous financial year, of the bidder should not be less than i.e. Rs. **1021205359.69**.
- 4.9.2 The Net Worth of the bidder must be positive for the each of the last three Financial Years. Net worth means the sum total of the paid-up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.



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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.

4.9.3 Bidder shall also submit complete annual report together with audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. A Separate certificate from the CA shall be submitted for annual financial turnover for above period.

4.9.4 Bidder must have liquid assets (LA) and/ or evidence of access to or availability of fund-based credit facilities of not less than **Rs. 3404.02 Lakhs** and the Banker should confirm that the Credit facility is earmarked for the Works specified under Bid on receipt of the Bid. Liquid Assets would include unincumbered cash (and equivalents), bank deposits with maturity less than 365 days, securities that can be freely traded or maturity less than 365 days and receivables which has general certainty of getting received minus payables which has general certainty of getting paid.

4.9.5 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

4.9.6 GSTN Certificate & Permanent Account Number (PAN Card).

4.9.7

In case a bid is submitted by a Joint Venture (JV), all the partners of the JV shall meet, individually, the qualification set forth at para 4.9.2 above and collectively the requirement of para 4.9.1 & 4.9.4 above i.e. Rs. 1021205359.69 & Rs. 3404.02 Lakhs respectively. The figures for each of the partner of the joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in para 4.9.1 & 4.9.4 above; however, in order for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:

4.9.7.1 At least one partner (lead partner) shall meet, not less than 40% of the minimum criteria given at Para 4.9.1 & 4.9.4 above i.e. 408482143.88 and Rs. 1361.61 Lakhs respectively.

AND

4.9.7.2 Each of the partner(s) shall meet not less than 25% of the criteria given at Para 4.9.1 & 4.9.4 above i.e. Rs. 255301339.93 and Rs. 851.01 Lakhs respectively.

Failure to comply with requirement mentioned in 4.9.7 will result in rejection of the Joint Venture's bid.

The lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting in its bid, a power of attorney signed by legally authorized signatories of all the partners as per the RFB/ bidding documents.



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All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the Joint Venture partners having such a provision shall be submitted with the Technical Part of the bid. A statement to this effect shall be included in the authorization mentioned above as well as in the Bid Form and in the Contract Form (in case of a successful bid).

In case bid is submitted by Joint Venture, all partners whose scope as per the delineation of responsibilities amongst JV partners includes execution of Works or part thereof at Site, should possess and/or acquire the necessary license as stated above.

The above stated requirements are a minimum and the UGVCL reserves the right to request for any additional requirement and also reserves the right to reject the proposal of any bidder, if in the opinion of the UGVCL, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the works.

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. 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.

5 Scope of Work:

Survey, Design, Engineering, Manufacture, Testing, Supply to Destination Site Basis, including transportation & insurance, Storage, Erection, Testing & Commissioning of the all equipments / items, & all necessary clamp, lugs etc. complete in all respect as per the directives of the Engineer-in-Charge.

The major activities involved in the project are as under:

- 1.1 Providing engineering data, and drawing for review, approval and records. The Contractor shall carry out, and be responsible for, final design of the works, including any site surveys, subsoil investigations and all other things necessary for proper planning design and execution. The initial site surveys will be carried out for tentative freezing of the material requirement and the work content finalization, within one month of commencement of project, and this will be a joint survey, along with the Engineer-in-Charge. The same shall be reviewed progressively on quarterly basis for freezing of the material requirement and work content. Design shall be prepared by qualified designers who are engineers and experienced in design of transmission and distribution systems. Employer shall provide all options proposed for loss reductions to the contractor. Contractor, while surveying the execution of work, shall keep this requirement in view and suggest best loss reduction options in descending order. Means, maximum loss reduction option shall be proposed on priority. Also, while executing the works, same priority of works must be followed. The changes in design should be approved by Engineer-in-charge of UGVCL.
- 1.2 Supply of all required material as per technical specification from approved vender of

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GUVNL & Subsidiary Company only.

- 1.3 Supply and fixing of indoor / outdoor termination kit suitable for XLPE as per size of cable as per Technical Specifications and shown in schedule B.
- 1.4 Supply and fixing of HDPE (DWC) pipe of 110 / 160 mm O.D. and 6.11 Kg/cm² (0.6 Mpa) class 4 Black Color and same must be confirm to IS (4984-1987) (3rd version). The Pipe should be erected in such a way that 300 mm shall be below ground level and rest 2700 mm be supported on DP structure with polymer cleats.
- 1.5 **Laying of cable, testing and commissioning:** Cable trench up to the **minimum depth of 1200 mm** is to be dug with width of 300/500 mm as per drawing in any type of soil. Spreading of sand at the bottom of the trench up to 100mm before lying of power cable in the centre of the trench. Spreading of another layer of 100mm sand above laid cable. Utmost care should be taken while loading / unloading and unwinding the cable drums. Covering the cable with RCC half round hume pipe 30mm thick, 150mm inner dia., Back filling the trench so as to make ground level as per original. Erection of 11 KV XLPE cable on DP structure with fixing of polymer clamps, aluminum tags and with permanent identification of each cable at top and bottom with permanent identification. Additionally, good quality grill (fencing) is to be provided on both side of plinth of RMUs to avoid entry of garbage etc.
- 1.6 Horizontal drilling without damage to surface road using Augur machine and putting of 6.11Kg/cm² HDPE (DWC) pipe 110 / 160 mm dia, class 4 Black color Confirms IS 4984-1987 (3rd revision) and laying of 11 KV XLPE cable of size 185mm²/240mm²/300mm² as per site condition & instruction of Engineer in charge. The detail map and excel sheet (hard copy & soft copy) indicating the respective depth and distance from adjacent land mark for each segment for HDD is to be submitted as per instructions of Engineer in charge.
- 1.7 Required civil work for Transformer, RMU plinth, FSP/MSP Plinth Shade or required DP structure to be erect for Transformer etc. Wall (all sides of wall) of RMU, Transformer, FSP/MSP plinths shall be painted (two coats) with plastic emulsion paint of approved brand and manufacture on undecorated wall surface to give an even shade including thoroughly brushing the surface free from mortar droppings and other foreign matter and sand papered smooth Apex light shade code 7980 sand base and clearly visible symbol of UGVCL (as per left corner of each page of this tender document) shall be painted on front side of plinth. Further grill / fencing is to be provided on both side gap of plinth to avoid entry of garbage etc.
- 1.8 Approval for charging of the feeder / assets erected by you from electrical inspector.
- 1.9 Bids not covering the above entire scope of works shall be treated as incomplete and shall be rejected.
- 1.10 Bids containing deviations form will be considered as non-responsive.
- 1.11 Any other item not specifically mentioned in the specifications but which are required for Erection, Laying, Testing, Commissioning and satisfactory operation of the Distribution lines are deemed to be included in the scope of the specification unless specifically excluded.
- 1.12 This specification covers the detailing, engineering, manufacturing, testing at works, packing, supply, storage, insurance and handling at site, erection, Cable laying testing,

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commissioning and handing over in ready to switch on condition to UGVCL of complete 11 KV equipment's/ accessories. However, if any item is left out, standard specification of Rural Electrification Corporation (REC) will be applicable for the same.

1.13 The major activities involved in the project are as under:

- HT Cabling and Termination [Through Certified Joints only]
- Supply & Erection of Distribution Transformer Center
- Supply & Erection of Ring Main Unit (RMU)
- LT Cabling and Termination [Through Certified Joints only]
- Supply & Erection of Mini Section Pillar (MSP) & Fuse Section Pillar (FSP)
- Supply of all required material as per specification from approved vendor of GUVNL & its Subsidiary Company only.
- Required civil work for RMU plinth, Transformer Plinth, FSP/MSP Plinth, Shade or required DP structure etc. to be done as per terms & conditions.
- Dismantling of Overhead Distribution Network and crediting to store as per instruction of Project Manager / Engineer – in - Charge.
- Any kind of the restoration work to be done by the Contractor during execution of the work. Any other item not specifically mentioned in the specifications but which are required for Erection, Laying, Testing, Commissioning and satisfactory operation of the Distribution lines are deemed to be included in the scope of the specification unless specifically excluded.
- In case the Distribution Transformer or any other component likes RMU etc. is burnt or damaged due to negligence of the Contractor or due to faulty operation it shall be sole responsibility of the Contractor to get it rewound / replaced / repaired, as per standards of the equipment/component, free of cost.

The major maintenance activities involved in the project are as under:

- Routine & special maintenance of all electrical equipment such as Distribution Substations, Ring Main Units, FSP, MSP etc. will be carried by the contractor free of cost during the guarantee period at least once in Six months. Maintenance will also include required skilled man power, material & consumables items for routine, special & periodic maintenance & day to day operation.
- The contractor shall submit and get approved maintenance schedule from the Engineer-in-charge at the time of taking over the asset.
- All routine preventive maintenance including break down repairs are to be carried out by Contractor as per manufactures recommendations.
- The turnkey contractor shall monitor/check SF6 Gas leakage in the RMU and rectify the damages.
- The contractor is required to take appropriate action for minimizing disruption to traffic in the event of carry out some major breakdown/ faults affecting the safety and use of the roads by providing a rapid and effective response and maintaining liaison with emergency services of the competent authority
- The Contractor's responsibility for repairing metalled portion of the road during maintenance and shall include prompt removal of debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic and provision of medical first aid to victims of the accidents or other incidents.
- Any special repairs due to damages during heavy rain, as per the instructions received from engineer in-charge, shall also be part of contractor's scope of work.
- Providing Operation & Maintenance manual which shall have separate sections for



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operations and maintenance.

- Maintenance of Earth Pits: Routine maintenance of the pits shall include checking to see if any debris or garbage has accumulated.
- Throughout the maintenance Period, the Contractor should keep record for works carried out and other changes made to the Project Equipments & Network.
- The Contractor shall provide list of all tools and tackles which will be required for proper operation and maintenance of equipments. He shall include the cost of these in his offer and shall hand over to Engineer-in-Charge the tools and tackles in good working condition after expiry of operation and maintenance period. If any tool, other than those specified by Contractor is required during the O& M period the same shall be supplied free of cost.
- The Contractor shall carry out, and be responsible for, final design of the works, including any site surveys, subsoil investigations and all other things necessary for proper planning design and execution. The initial site surveys will be carried out for tentative freezing of the material requirement and the work content finalization, within one month of commencement of project, and this will be a joint survey, along with the concern Engineer-in-Charge. Contractor, while surveying the execution of work, shall keep this requirement in view and suggest best loss reduction options in descending order. Means, maximum loss reduction option shall be proposed on priority. Also, while executing the works, same priority of works must be followed.
- Liaison for Preparation of site drawing and approval / NOC of Electrical inspector & other local utilities like telecom networking, GAS, water, drainage, road authority, Maha Nagar Palika, Nagarpalika etc. is in scope of contractor. It seems, the Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in relevant to where the Site is located, which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, permits/ certificates if needed for the Contractor's and Sub Contractor's personnel and entry permits for all Contractor's Equipment. The stipulated fees for getting the NOC / approval shall be paid by UGVCL after submission of authentic documentary evidence.
- Defect Liability Period is 24 Months for whole Project & 60 Months Ring Main Unit, Distribution Transformer, FSP, MSP in Under Ground Project.
- Contractor shall liable to get the approval from Electrical Inspector. After receiving the approval of Electrical Inspector, system shall be charged in the presence of Engineer-in-Charge.
- Any kind of the restoration work to be done by the Contractor during execution of the work. Any other item not specifically mentioned in the specifications but which are required for Erection, Laying, Testing, Commissioning and satisfactory operation of the Distribution lines are deemed to be included in the scope of the specification unless specifically excluded.
- The Portal owned GUVNL & its subsidiary companies have implemented GIS based asset tagging activities in the past and migrated asset information into GIS platform i.e. Geo-Urja. Bidder should update various attributes of new / upgraded infrastructure created under ROBUST over the same platform. Various electrical assets i.e. Distribution Transformer, HT & LT lines with overhead conductor, poles, insulators, stay wire etc. and Underground distribution system consists of Feeder pillar, UG cable etc.; automation devises like RMU's FPI, Auto-reclosures etc. needs to be updated in the existing GIS platform. The GIS platform and the associated mobile-app will be provided by the UGVCL. The scope of the bidder is limited to updating the GIS co-ordinates and the associated mapping information



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of the new assets created/upgraded on the platform provided by the UGVCL using the mobile app. However, no additional payment shall be made to the Contractor for these works.

- The successful bidder should have to map the underground utility assets on PM GatiShakti National Master Plan (PMGS-NMP) i.e. on "Call Before u Dig" i.e. CBuD which is an initiative by the Government of India, available in the mobile app as well as an online portal (www.cbud.gov.in) to bring excavators and assets owners in one platform to underwrite and mitigate the losses that occur in a calendar year, due to monitored digging activities across the country. The bidder should submit documentary evidence for the same. However, no additional payment shall be made to the Contractor for these works.
- **Return of replaced old materials to the area stores of Employer:**
 - ✓ Old materials as per Geo-Urja Quantity or records available with Engineer-in-Charge must be credited with accounting material at concern UGVCL's stores.
 - ✓ Old PVC wire will be rolled into bundles. The bundles should be tightened firmly and properly with PVC sticker strip or string. A tag should be attached with each bundle to indicate the weight of the bundle. As far as possible, bundle should consist of wire of the same size and same metal. Similar action is required to be taken in case of GI wire.
 - ✓ Old conductor of same size shall be rolled into bundles. Bundles should be tightened firmly and PVC sticker strip or string regarding size of conductor shall be mentioned. Size, type & Weight of each bundle shall also be indicated on the sticker strip.
 - ✓ Materials released due to bay capacity augmentation and/or due to replacement like power transformers, distribution transformers, insulator, meter board, cut outs etc are also required to be returned to concern UGVCL's stores through proper documentation.
 - ✓ All other line materials released like, conductors, poles, cross arms; fabricated material, etc. shall be properly accounted for and returned to concern UGVCL's stores store after recording all necessary details including weight, length etc. wherever necessary. A detailed procedure for return of the old materials shall be as per UGVCL's practice.
 - ✓ In respect of accountable of devolution of released material, the process as formulated by UGVCL time to time shall be followed by the Contractor.

➤ **Project Schedule:**

As per the schedule the bidder shall submit a preliminary implementation plan along with the bid. The detailed project implementation schedule shall be submitted by the contractor after the award of contract for employer's approval, which shall include at least the following activities:

- (a) Surveying of site.
- (b) Documents submission and approval schedule
- (c) Pre-Dispatch Inspection schedule
- (d) Dispatch Schedule
- (e) Installation & commissioning schedule
- (f) Training schedule, if any.

The project schedule shall include the estimated period for completion of project and its linkage with other activities etc. It is expected that the contractor should share updated project schedule based on the actual progress done at site, priorities of the employer, availability of material etc once per quarter along with the Progress report.



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➤ **Miscellaneous Activities:**

- ✓ Commencement of Supply & Works: The Contractor shall ensure that the supply and installation of material and service under the contract is as per approved PERT / completion schedule of works. The Contractor is to commence supply with the type tested materials with necessary routine test/ acceptance test certificates for a particular lot duly approved by UGVCL or the UGVCL's authorized agencies.
- ✓ The Contractor shall submit Type test and routine test certificates as applicable, issued by NABL accredited / third party independent standard laboratories like CPRI, NPL etc.
- ✓ Unit rates: The unit rates quoted shall include details which are obviously and fairly intended, and which may not have been included in these documents but are essential for the satisfactory completion of work. The unit rate quoted shall be inclusive of deployment of all plants, equipments, men, materials, skilled & unskilled labour etc. essential for satisfactory completion of work.
- ✓ The prices for fabricated materials shall include all works relating to fabrication, galvanizing, insurance, storage and delivery ex-Contractors stores, unloading and loading. The quoted prices shall also include the cost of necessary quantity of steel and zinc, freight charges up to site store and other indirect charges incurred in connection with supply of finished materials.
- ✓ Quantities/ length mentioned in Schedule-B i.e. indicated in the price schedules are provisional. Any quantity variation in individual item and in contract value shall be governed as per Quantity Variation Clause. The Contractor shall execute the work based on the actual survey and as approved by the Engineer-in-charge or person authorized by him.
- ✓ The scope of work also covers supply of other items, not specifically mentioned in this specification and/or bill of materials but are required for the successful installation, testing, commissioning and satisfactory performance of the 11 KV lines, 11 KV Ring Main Units, distribution transformer sub stations & PSS / CTC, LT lines, service lines etc.

The following works & services shall also be provided by the Contractor.

- a) Unloading the equipments from the rail or road transport and moving those to storage area. Demurrage/ wharf age charge, if any incurred, shall be paid by the Contractor
- b) Opening of packing cases, inspection and checking of materials for any damage or loss in transit shall be the responsibility of the Contractor. All claims with the concerned authorities e.g. rail, transport, insurance etc. shall be lodged by the Contractor.
- c) Complete erection of equipments, etc covered under the contract, final preparation for testing, commissioning, final run and acceptance tests and putting the sub-station/ plant/line etc. into operation.
- d) All consumable, stores required for the above erection and commissioning works.
- e) All erection tools, lifting tackles, and all equipments, tools & tackles for transportation at site.
- f) Workshop, as required within the work area.
- g) Third party insurance^[1] at site and insurance of personnel employed at site as required under Workman's Compensation Act. Security arrangement for watch and guard as required shall be made by Bidder at his own cost.
- h) All the technical/ skilled staff deployed for the job must possess the required qualifications and necessary licenses and permits.
- i) Contractor shall take all safety precautions during work and the workmen must use



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safety belts, hand gloves, masks and other safety devices as may be necessary for safety of the personnel.

- j) The Contractor shall provide operating personnel during trial tests and till the PSS, DSS, lines and equipments etc. are taken over by UGVCL as specified in taking over Clause, defined later.
- k) Any other work not covered above but required for successful completion of the project has to be carried out by the Contractor at his own cost.

[1] Note: Before receipt of equipment at site but without limiting his obligations and responsibilities under this clause hereof, the Contractor shall insure against his liability for any equipment, material or physical damage, loss or injury which may occur to any property, including that of UGVCL and project management agency, or to any person including employee of the UGVCL, by or arising out of the execution of the contract or in the carrying out of contract. The third-party insurance cover shall be provided for the period from date of Ex-factory dispatch till taking over of the entire equipment after testing, commissioning and trial operation, if any.

Third party insurance shall be affected for an adequate amount to cover for all marine, transportation, field transportation, erection, testing and commissioning till handing over to UGVCL, Terms shall include a provision whereby, in the event of any claim being brought or made against UGVCL in respect of which the Contractor would be entitled to receive indemnity under the policy, the insurer will indemnify UGVCL and project management agency against such claims and any costs, charges and expenses in respect hereof. Contractor shall lodge the claim if need so arise, the UGVCL shall be the UGVCL of the equipment/materials and the claims shall be settled in the name of UGVCL.

6 Standard & Regulation

The survey, engineering, design, manufacture, erection, cable laying and testing of the equipment's and material to be supplied shall comply with latest revisions of relevant Indian Standards or equivalent IEC standards. In addition, the Indian Electricity Rules, Electricity Act 2003, CEA Regulations, Statutory requirements of Central Govt., GERC and State Government of Gujarat (applicable codes), shall also be complied with. Any complications arising out of it will be set right by the contractor without any implication to UGVCL.

7 Bid Price

- 7.1 The bidder shall quote in the appropriate schedule of bid form on item rate basis. However, the Bidder should indicate in the Schedule (i.e. Price Bid), the break-up of Total Unit F.O.R. Destination Prices and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges, GST and Cess as applicable Separately in price bid, which is a must.
- 7.2 If the Supplier / Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid declaration & self-certified Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. Price) mentioned in the price bid shall be final and any additional GST will have to be borne by the Bidder himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier / contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme



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under GST.

- 7.3 Also, please mention applicable HSN / SAC Code and rate of GST and Cess as applicable. If not specifically mentioned, then COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the Bids.
- 7.4 The offered prices to be indicated in online mode of Bid in the format given (i.e. Schedule). The price bid submitted in physical mode shall not be considered.
- 7.5 The Bidder should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.

7.6 PRICE VARIATION CLAUSE

Tender item MVCC Conductor, Distribution Transformer (for all kVA rating as per Schedule-B) and HT & LT XLPE Cable is invited on Price Variation basis as per IEEMA price variation formula for Delivery F.O.R. Destination. No price adjustment shall be payable on the portion of the contract price paid to the contractor as advance payment, fixed elements representing profit and over loads in the contract price. No positive price variation / increase is allowed beyond original work completion period unless the approved by UGVCL. Price Variation is the part of the Project; however, the amount of Price Variation is the extra amount than the actual order / executed amount. Amount of actual execution against the AT amount is considered for the closure of the project. Amount of Price Variation is the contractual adjustment towards variations in input costs. Price Variation formula is separately attached herewith.

8 Amendment Bid

- 8.1 At any time prior to the deadline for submission of bids, 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.
- 8.2 The amendment will be notified on Websites only. UGVCL will bear no responsibility or liability arising out of noncompliance of the same in time or otherwise.
- 8.3 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 (duly signed) as a part of the bid.

9 Clarifications on Bid Documents and Pre-Bid Meeting:

- 9.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to UGVCL at his mailing address indicated in E-Bidding Documents.
- 9.2 Similarly, if a Bidder feels that any important provisions in the documents, such as Governing laws, Taxes and Duties, Defect Liability, Limitation of Liability, Settlement of Disputes, Arbitration, Form of Contract Agreement, Price Adjustment, Bid Guarantees, Contract Performance Guarantee, Compensation for Delay, Payments Terms, Schedule of Execution/Completion of works, will be unacceptable, such an issue should be raised as above.
- 9.3 UGVCL, then, will issue interpretation(s) and clarification(s) as he may think fit in writing or modification of the Bidding Documents that it receives no later than Three (03) days prior to date of Pre-bid meeting. The UGVCL shall not be obliged to respond to any request for



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clarification received later than the above period. Further, mere request for clarification received from the Bidder shall not be a ground for seeking extension in the deadline for submission of Bid. Verbal clarification and information given by UGVCL or his employee(s) or his representative(s) shall not in any way be binding on UGVCL.

10 Language of the Bid

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.

11 Effect & Validity of Bid

The bid should be kept valid for a period of 180 DAYS from the date set for opening of the technical bid. Bid submitted by the bidder shall remain valid for acceptance for a period of 180 days from the date of opening of the financial bid. The Bidders shall not be entitled during the validity of bid, to revoke or cancel bid or vary any term thereof. In case of bidder revoking or canceling his bid or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited by the Owner.

12 Earnest Money Deposit

- 12.1 **The EMD payable is for an amount of 1% of Tender Estimated Cost or Rs. 5.0 Cr; whichever is lower i.e. Rs.34040179.00.** If the EMD amount is more than Rs. 3.0 Lakhs, it should be paid either by RTGS / NEFT / Online or Demand Draft or Banker's Cheque (in favor of the (UGVCL Name) Gujarat Vij Company Limited payable at Mehsana of any scheduled/Nationalized banks) or through Bank guarantee from any scheduled nationalized bank decided by Government of Gujarat time to time. Otherwise, it should be paid by RTGS / NEFT / Online.
- 12.2 EMD of the successful bidder to whom a contract is awarded will be returned after the said bidder provides the contract Security Deposit and signs the contract agreement.
- 12.3 If the successful bidder fails to submit a Security Deposit within 15 days after the date of LOA of the contract or fails to sign the contract agreement, then the EMD amount will be forfeited by UGVCL without any notice or proof of damages etc.
- 12.4 The EMD of all unsuccessful bidders will be returned after the award of the contract.
- 12.5 No interest will be payable by the UGVCL on the above Deposit.
- 12.6 Validity of EMD (six) 6 months from the date of submission of bid for this Bid.

13 Information Required with the Proposal

- 13.1 The Bidders, along with his proposal, shall submit all the filled annexure given (Annexures of Qualification Information & Bank Guarantee).
- 13.2 The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and



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- the proposed organizational structure.
- 13.3 The above information shall be provided by the Bidder in the form of separate sheets, drawings, enclosed etc. along with soft copy.
- Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the UGVCL. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.
- 13.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 13.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 13.6 The Bidder, along with his Proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.
- 13.7 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.
- 13.8 The materials should be offered strictly confirming to ISS/BIS/Bid specifications given in the Bid. If the Bidder's desires to quote with any technical deviation they should specifically quote the deviation and the ISS/BIS numbers in the body of the Bid itself under the Annexure 8 of e-Bid only.
- 13.9 If technical deviations furnished by the Bidder are not agreeable to UGVCL, the offers may be ignored. However, it will be solely at UGVCL discretion to consider the technical deviation OR not for considering the Bidder. No correspondences of the Bidder after opening of the bid will be entertained in this matter.

14 Delayed and Late Bids

No Bid shall be accepted/opened in any case which are received after due date and time of the receipt of Bid irrespective of delay due to postal services of any other reasons and company shall not assume any responsibility for late receipt of Bid. Any correspondence in the matter will not be entertained.

15 Rejection of Bid

- 15.1 The Bidders is expected to examine all instructions, terms, conditions, schedules and other details called for in this specification and keep himself fully informed about all which may, in any way, affect the work, or cost thereof. Failure to furnish the required information or submission of Bid not as per the specification will be at the Bidders risk may result in rejection.
- 15.2 The offer is liable summarily rejected if it contains Deviation / Addition / Alternations / Omissions in bidding schedules or deviation and contradictions to the terms and conditions specified in this Bid.

16 Relationship with Bidder

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



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“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 percentages or more, the tendering Company will not deal with such Company/ Firm at all.

Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering Company.”

17 UGVCL’S Right

- 17.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, EMD submitted, shall be promptly returned to the Bidders.
- 17.2 The UGVCL reserves the right to terminate this contract or part thereof at any time during its tendency without giving notice of Termination or the reasons thereof.
- 17.3 The Bidders shall specifically note that any over writing or corrections or manuscript in the bid shall be ignored and will not be considered authentic unless same are signed with Bidder’s Stamp/Seal.
- 17.4 UGVCL reserves the right to split the contract into two or more bidders. UGVCL also reserve the right to split the bid in two contracts to the successful bidder, if required. In such cases, the term for completion period will be negotiated and reduced proportionate to the order quantity/value.
- 17.5 In case of any doubt or interpretation of the terms and condition, the decision of the CHIEF ENGINEER (Op) / Addl. Chief Engineer (Tech), Uttar Gujarat Vij Company Limited (UGVCL) will be final and binding upon the Bidders and no dispute in this regard will be entertained.
- 17.6 UGVCL reserves the right to accept any bid or reject any or all Bids or cancel /withdraw RE INVITATION to bid without assigning any reason. Such decision of the UGVCL shall not be subject to question by any Bidders and the UGVCL shall bear no liability whatsoever for such decision.
- 17.7 The UGVCL shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities hereinafter called “Change”, provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.
- 17.8 UGVCL reserves the rights to instruct the contractor for carry out the works anywhere in the jurisdiction of UGVCL and accordingly contractor shall carry out the work as per the same rate and terms and condition of contract to achieve physical and financial progress.

18 Signature of Bidder

- 18.1 The bid must contain the name, residence, address and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature.
- 18.2 Bids by corporation / company must be signed with the legal name of the corporation /

Instructions to Bidder & Conditions of Contract for TENDER NOTICE No:-UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

Signature of Tenderer
Place:

Company’s Round Seal
Signature of Tenderer

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Date:



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company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.

- 18.3 A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'or other designation without disclosing his principal will be rejected.
- 18.4 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- 18.5 The Bidder's name stated on the Bid shall be exact legal name of the firm.
- 18.6 Erasures or other changes in the bid documents shall be over the initials of the person signing the bid.

19 Understanding & Clarifications on Documents & Specifications

- 19.1 The Bidder is required to carefully examine all the Bid Documents, Technical Specifications and Bid Drawing, Commercial Terms & Condition or any other terms & conditions and fully inform himself as to all the conditions and matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification by the UGVCL. The UGVCL will issue interpretation and clarifications if required.
- 19.2 Verbal clarifications and information given by the UGVCL or his employee(s) or his representative(s) shall not in any way be binding on the UGVCL.

20 Price Basis Currency & Payments

Bidder shall indicate bid prices in Indian Rupees only.

21 Evaluation & Comparison of Bids

- 21.1 Generally, the bids received and accepted will be evaluated by the UGVCL Team.
- 21.2 The Owner will examine the Bid to determine, whether they are complete, whether they meet all the conditions of the Contract, whether required Bid fee, Bid EMD and other required documents have been furnished, and whether the Bids are generally in order. Any Bid not fulfilling these requirements shall be rejected.
- 21.3 **The bidders shall submit the scanned copies as prescribed in commercial and technical details as documentary proof for evaluation of their commercial and technical Bids. This is mandatory. Bidders are requested to keep in mind that no any documents shall left at the time of bid submission.**
- 21.4 The technical eligibility will be decided upon evaluation of following documents:
- The Firm's past experience as a contractual agency for Power Distribution and Sub Transmission network.
 - The Firm's past experience relevant to the Underground power distribution assignment supported by the copy of work orders and completion certificate from the Owner in support of successful completion of the same.
 - Company profile, execution of works with Power Utilities / UGVCL / GETCO / PSUs / CPSUs and completion certificate of the same.
 - Description of Approach, Methodology & Work Plan for Performing the Assignment
- 21.5 UGVCL can ask shortfall documents / clarifications / confirmation from bidders after opening of Technical Bid if required, at its sole discretion. **However, UGVCL shall**



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disqualify the bid without asking shortfall documents / clarifications / confirmation from bidders after opening of Technical Bid. No any further correspondence will be entertained.

- 21.6 Documents submitted by the turnkey contractor shall be crosschecked / verified by the UGVCL team at any stage of the project.
- 21.7 The Owner will evaluate and compare the financial rates quoted in the price schedule / BOQ of Bids of those bidders whose commercial and technical Bids are found responsive as per the conditions of the Bid. **Accordingly, L1 bidder will be derived on offered GRAND TOTAL with 1% Welfare Cess and 18% GST against Total Tender Estimated Cost with 1% Welfare Cess and 18% GST.**
- 21.8 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the Bidder does not accept the correction of errors if any, its Bid shall be rejected and its Bid security may be forfeited.
- 21.9 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 reason, 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.
- 21.10A bidder does not anticipate change in the ownership during the proposed period of work.
- 21.11 In case of any criminal case as per Annexure; UGVCL may disqualify the bid at its sole discretion and no any further communication will be entertained.

22 Arithmetical Errors

Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between words and figures, the amount in words will prevail. If there is discrepancy between the unit price and the total price which is obtained by multiplying the unit price and quantity, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. In case of discrepancy between sub-total price obtained by adding various prices in the schedule and the sub-total price indicated for that particular schedule, the sub-total obtained by addition of various arithmetically corrected prices would be considered for evaluation.

However, the UGVCL shall be entitled to award the contract at the lowest of the prices arrived at from various schedules, identified for those purposes, in the bid proposal sheets. If the bidder does not accept the correction of the errors as above, his bid will be rejected.

23 Award of Contract

- 23.1 Notification of award of contract will be made in writing to the successful bidder by the UGVCL.
- 23.2 The contract will be awarded to the best qualified and responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and UGVCL shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these



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specifications and documents without any modifications.

- 23.3 UGVCL shall not be bound to accept the lowest or any Bid and reserves to itself the right of accepting the whole or a portion of any of the Bid as it may deem fit, without assigning any reason thereof. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.
- 23.4 Any approach / canvassing etc. official or otherwise by the bidder or his/their representative / agent to influence the consideration of their Bid shall render the Bid liable to summary rejection.
- 23.5 In the case of there being a number of bidders quoting same rates thereby forming a cartel to jack up the prices, the bids of such bidders shall be summarily rejected.
- 23.6 The UGVCL reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.

24 Notification of Award

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

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

25 Security Deposit & Signing the Contract Agreement

The successful bidder should pay Security Deposit for an amount equal to **3% (Three percent) of the total Contract Price** towards faithful performance of the Contract in accordance with the terms and conditions specified therein & signed the Contract Agreement within 15 days after receipt of LOA.

The Security deposit is payable the option of UGVCL by:

- (a) Demand Draft on any Nationalized /schedule Bank Payable at Mehsana
- (b) Bank Guarantees from Nationalize bank and private bank authorized to take

Government business viz IDBI, Axis, HDFC, ICICI bank approved by Government of Gujarat time to time in favor of UGVCL, Mehsana.

In the case of Bank Guarantee, you should undertake to renew the guarantee one-month before the expiry of the validity date failing which UGVCL will encase the Bank Guarantee

The Security Deposit will be returned to the Contractor without any interest after the successful completion of work and submission of the Performance Guarantee.

NOTE: The supplier has option to submit single Bank Guarantee, to cover execution period and Guarantee / Warrantee period, equivalent to higher of Two Bank Guarantees i.e Security Deposit and Performance Guarantee as mentioned in Clause



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No: 25 and 28 of tender commercial terms and condition mentioned in Instructions to Bidders.

Advance Payment Security: The Contractor/Bidder shall, within fifteen (15) days of the notification of contract award, provide a security in an amount equal to 110% of the advance payment calculated in accordance with the terms of Payment, and in the same currency or currencies.

The security shall be in the form provided in the Bidding documents or in another form acceptable to the UGVCL. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor/Bidder from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the UGVCL. The security shall be returned to the Contractor/Bidder immediately after its expiration.

26 Agreement

- 26.1 The successful bidder has to execute agreement on Non judicial Stamp paper of Rs. 300/- duly Notarized as per agreement document uploaded herewith within 15 days after receipt of LOA with the payment of S.D. amount/Bank Guarantee.
- 26.2 The cost of Non judicial stamp & Notary charges will be borne by the successful bidder. The agreement shall be executed between CE (Op) / ACE (Tech) & the authorized representative of successful bidder as mentioned hereunder.
- 26.3 Agreement: On approval of the offer of successful Bidder, a Contract Agreement is required to be entered into between the COMPANY and the successful Bidder.
- 26.4 An Officer who signs the LOA / Purchase Order be authorized to sign the Agreement documents on behalf of the Purchaser Company &
- 26.5 From the successful Bidder's side, the Agreement can be signed by the Authorized Representative as under:
 - If the Authorized Representative is from a Partnership Firm, then a certified copy of the Registered Partnership Deed must be attached along with the signatures of other partners who have authorized the particular partner to execute and sign the Agreement;
 - If it is a Private or Public Limited firm, a copy of the Resolution, authorizing the person to execute and sign the Agreement on behalf of the firm, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; &
 - If it is a Proprietary Firm, then the Proprietor himself should execute and sign the Agreement and his full residential address must be available in the file.

Upon submission of security deposit and signing of Agreement, COMPANY shall issue a detailed A/T /order incorporating various terms and conditions.

27 Guarantee

- 27.1 **The Contractor shall warrant that the whole project, in accordance with the Contract documents and free from defects in material / equipment and workmanship for a period of Twenty-Four (24) / Sixty (60) months for whole project from the date of completion of order as well as during the work completion period.**
- 27.2 The cable laying work and associated activities except mentioned in clause no. 27.3; has to be guaranteed for minimum 24 Months from the date of completion of order as well as during work completion period to UGVCL against any type of damages / cable fault except



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the damage by other agencies except UGVCL. The agency shall have to detect the damage / faulty location and have to attend the faults at his risk and cost within maximum 12 hours from the intimation to contractor of the fault irrespective of nature of the fault for the cable laying work carried out by him. If fails, then penalty at the rate of rupees 5000/- (Five thousand only) plus GST applicable per hour shall be imposed for non-compliance of the condition”.

- 27.3 The Ring Main Unit, Distribution Transformer with cable box, Package Sub-Stations, Compact Transformer Cubicle (Except Transformer) has to be guaranteed for minimum 60 Months from the date of completion of order as well as during work completion period to UGVCL against any type of defect / fault. In case failure of the Distribution transformer, RMU, PSS, CTC (Except Transformer) or any other equipment within guarantee period contractor shall replace within 24 hours. For the same contractor shall kept sufficient required numbers of Distribution transformer & RMU as a spare as per Clause No. 27.6. If fails, then penalty at the rate of rupees 10000/- (Ten Thousand Only) plus GST applicable per hour shall be imposed for non-compliance of the condition.
- 27.4 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.
- 27.5 In the event of poor service performance in guarantee period, UGVCL may initiate action of stop deal / blacklist against successful bidder or encashment of BG / PBG submitted by successful bidder in GUVNL or its subsidiary company etc. at its sole discretion.
- 27.6 In the event of any emergency during the guarantee period; successful bidder has to restore power supply within above timeline. For the same; successful bidder has to keep spare quantity for RMUs, Transformer with Cable Box, FSP, MSP @ 3% actual executed quantity at their store under intimation to concern Executive Engineer of Division Office. **“For the said 3% quantity no additional payment will be made by UGVCL to Contractors”.** Successful bidder has to submit documentary evidence i.e. invoice with performance bank guarantee.

28 Performance Bank Guarantee

The Performance Guarantee amounting to 5 % of the Contract Completion Value has to be furnished either in the Form of Demand Draft or in the form of Bank Guarantee on stamp paper.

PBG for Clause No. 27.2 should be valid for 24 months from the date of completion of the order. PBG amount will be derived after as per work completed value for whole Project.

PBG for Clause No. 27.3 should be valid for 60 months from the date of completion of the order. PBG amount will be derived as per work completed value for Transformer with Cable Box, Package Sub Station, Compact Transformer Cubicle and Ring Main Unit.

The PBG should for the full period i.e. 24 & 60 months and should have a clear one-time validity for the full period. PBG for an interim period will not be allowed. In case of expiry of BG before the said period the same should be got extended / renewed by you (without vacuum



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period and waiting for UGVCL's intimation seeking extension) till the completion of said period by you at least one month before the expiry of the validity, failing which UGVCL will be at liberty to en-cash the same, without entering to further correspondence, formalities, etc. in the matter.

The Supplier / Contractor has to submit Bank Guarantee with validity period of additional (01) month i.e. more than actual guarantee / warrantee period to safe guard UGVCL's interest in case of any, eventually happening on the last day of guarantee / warrantee period after office hour of the bank or bank holiday.

29 Jurisdiction of Contract

The laws applicable to the contract shall be the laws in force in India. The courts of Mehsana shall have exclusive jurisdiction in all matters arising under this contract.

30 Milestone for completion of work

To complete the work within defined timeline following milestone shall be complied by successful bidder:

Sr. No.	Task	Timeline
1	Survey, finalization of BoQ and submission thereof to UGVCL	15 Days from the Date of Issuance of LoA
2	Submission of GTP and Drawing for approval to UGVCL	45 Days from the Date of Issuance of LoA
3	Submission of Prototype Inspection Call for DTR, RMU and Lot Inspection Call	28 & 56 Days respectively from the approval of GTP and Drawing
4	Delivery of Material at Store	21 Days from the Date of Issuance of Dispatch Instruction
5	100% Delivery of Material as per approved BoQ	Within 150 Days from the Date of Issuance of LoA
5	Installation, Testing and Commissioning [including commercial charging of assets]	Within 300 Days from the Date of Issuance of LoA
6	Crediting of all dismantled material to UGVCL Store	20 Days from the Date of Charging of Assets
7	Geo-Tagging of Newly Created Assets	30 Days from the Date of Charging of Assets

31 Completion Period

- 31.1 Overall completion period for execution of the work stated in Schedule-B (Supply + Erection) of this contract will be 12 months after commencement period of 45 days; however, quarter wise / phase wise targets will be given to successful bidder with the detail order and it will be bound to successful bidder.
- 31.2 The commencement period shall be reckoned from the date of receipt of LoA. The work shall be carried out in parallel (Supply + Erection)
- 31.3 All approvals of GTP & drawings for required items with type tests, material supplier vendors for any kind of the material be used at construction work, shall have to be completed during commencement period.



32 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.

33 CONFLICT OF INTEREST AMONG BIDDERS / AGENTS

A bidder shall not have conflict of interest with other bidders. 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, 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 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.

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



SECTION 2: CONDITIONS OF CONTRACT

1 Definition

The "**OWNER**" shall mean the UTTAR GUJARAT VIJ COMPANY LIMITED., having its corporate office at Visnagar Road, Mehsana-384001 Gujarat, India.

The "**Bidder**" for the purpose of the Order means any person or firm or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including designated / nominated subcontractor by Owner, participating in a bidding process.

The "**Contractor**" / Successful Bidders shall mean the Bidders; whose Bid has been accepted by the UGVCL for award of the contract and shall include his authorized representatives.

The "**Joint Venture**" means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to Employer for the performance of the Contract. Whether or not bidding by Joint Venture is permitted.

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.

The "**Specification**" shall mean the Bid forming a part of the contract along with Performa, schedules and drawings.

The "**Order**" shall mean the official letter issued by the UGVCL, informing the bidder that his Bid has been accepted.

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.

The "**EMD**" shall mean Earnest Money Deposit.

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 Bid.

The "**Completion Period**" shall mean the period starting from the date of issue of "Commencement Order" and required to complete the work in all respect in stipulated time period.

The "**Similar Work**" shall mean activities for the purposes of satisfaction of Technical Requirement, similar works refers to:

- a) Project(s) execution in one or more sectors below:
 - 1) Electrical Transmission sector
 - 2) Sub-transmission sector
 - 3) Electrical distribution sector

In above sectors, type of construction works undertaken should be of the nature of one or more of the following:

- 1) EHT lines
 - 2) HT lines
 - 3) LT lines
 - 4) Distribution transformers
 - 5) Substations
- b) Notwithstanding the above, experience in only LT lines would not be considered eligible.

"**Inspector**" shall mean the any person nominated by UGVCL from time to time to inspect the



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works under the contract and/or duly authorized representative of the UGVCL.

“Letter of Acceptance” shall mean the official notice issued by the UGVCL notifying the contractor that his bid has been accepted.

“Date of Commencement” is the date when Commencement Order placed by the Owner.

“Date of Contract” Shall mean the date on which Letter of award has been issued.

“day” means calendar day.

“year” means 365 days.

“Month” shall mean the calendar month day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

“A Week” shall mean the continuous period of seven days.

‘Commissioning’ shall mean integrated activity covered under 'Pre-commissioning Operation', 'Initial Operation', 'Trial. Operation' and carrying out 'Performance Tests'.

HT means High Tension, **LT** means Low Tension, **U/G** means Under Ground.

“Sub-contractor” means an entity to whom the Contractor subcontracts any part of the Works as per the applicable provisions of the Contract while the Contractor remains responsible to Employer for the whole and successful performance of the Contract.

“Defect Liability Period” means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities

“CKM (Circuit Kilometres)” means the actual length of line. However actual length of conductor shall be considering 3 -Phase line and sagging.

“GWFCM” means Gujarat Wire Free City Mission.

2 GENERAL

The price bid submitted by the contractor shall include all duties, taxes, insurance, freight etc., and any other taxes that may be levied in accordance with the laws and regulations.

- 2.1 The successful bidder shall be deemed to have carefully examined all the papers, drawings, etc. attached & if has any doubt as to the meaning of any portion of any condition / specification, etc. he shall before sign the contract submit the particulars thereof to UGVCL in order that such doubts are removed.
- 2.2 The successful bidder shall not, without the consent in writing of UGVCL, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.
- 2.3 Notices, Statements and other communications sent by UGVCL through registered post or telegram or telex or any other way of communication to the successful bidder at his specified address shall be deemed to have been delivered to the successful Bidder. The work shall be carried out by the successful bidder with prior approval of UGVCL. Work carried out without UGVCL's approval shall not be accepted and the UGVCL shall have right to reject it and to recover the cost from the successful bidder. He will be liable against all losses, expenses or claims arising in connection with the death of or injury to any person employed by the successful bidder or his subcontractors for the purposes of the Works.
- 2.4 The successful bidder shall be responsible for any damage to the equipment during transit due to improper or inadequate packing, handling, loading and unloading. The cases containing easily damageable material shall be very carefully handled. Adequate protection must be provided for outdoor storage at site in tropical humid climate, wherever necessary. The successful bidder without any extra cost shall supply any material found short inside intact store area.
- 2.5 If the successful bidder neglects to execute the work with due diligence and expedition or refuses or neglect to comply with any reasonable orders within two days' notice given in



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writing to the successful bidder and if he fails to comply with the notice, then in such a case UGVCL shall be at liberty to get the work or any part of it, executed through any other agency/Bidder in the manner and on the terms it thinks proper. If the cost of executing the work as aforesaid shall exceed the balance due to the Bidder, and the Bidder fails to make good the deficiency, UGVCL may recover it from the Bidder in any lawful manner.

- 2.6 UGVCL shall have at all reasonable time access to the works being carried out by the Bidder under this contract and stores where material issued by UGVCL is stored. All the works shall be carried out by the Bidder to the satisfaction of UGVCL.
- 2.7 The quantities mentioned in the accompanying schedule B are only approximate same may decrease or increase. The UGVCL reserves the right for revising or omitting any of the quantities. The actual work executed by the successful bidder will be calculated at the rate given in the contract schedule of the rates binding to the successful bidder.
- 2.8 No higher rate or revised rate will be application for the work, if work is held-up/closed due to whatever so reasons.
- 2.9 Price shall not be changed subject to any upward/downward revision on any account whatsoever through the period of contract.
- 2.10 All other general terms and conditions as prevailing in the UGVCL shall be applicable to this work contract.
- 2.11 The successful bidder has to co-ordinate and co-operate fully with Engineer In Charge and for execution of the works.
- 2.12 The successful bidder has to maintain register covering all aspects of material received/utilized/dismantled for day-to-day work and has to obtain signature of Engineer in Charge.
- 2.13 In case of any dispute doubt, the decision of Chief/ Addl. Chief Engineer, Corporate Office shall be unchallengeable and final, which will be binding to the contractor.
- 2.14 The successful bidder will be solely responsible for any accident/damage either to equipment or any human being during the time of execution of work.
- 2.15 The successful bidder will have to make his own arrangement for required all kinds of tools, tackles, required for the execution of work.
- 2.16 The cost of damages, if any will be recovered from the successful bidder's bill. The assessment of which will be done by Engineer in Charge in consultation with division office, and his sole discretion and his decision shall be binding to the successful bidder and shall be considered as final and unchallengeable.
- 2.17 The successful bidder will have to complete entire work, as mentioned in Schedule-B of contract awarded to him, as per directive and instruction of Engineer In Charge. If he fails to do so entire work will be carried out at the risk and cost of Contractor.
- 2.18 The contractor must engage sufficient knowledgeable person round the clock, exclusively for execution of work.
- 2.19 Specification in any items mentioned in tender are subject to change without any prior notice and binding to the contractor.
- 2.20 The UGVCL shall deduct the Income-Tax and other taxes as per prevailing rules of all relevant Govt. Authorities from the bill.
- 2.21 If the work is required to be carried out during fix outage, then the successful bidder has to deploy adequate man power, material, tools etc. well in advance and has to complete the entire work during this specific outage period only, failing to which Company shall be at liable to deduct the amount of revenue loss due to prolong outage.
- 2.22 The tender includes all minor accessories and items of work which may not have been specifically mentioned in the specification / Schedule etc. but are essential for completion of work. The contractor will **not be eligible for any extra payment** in respect of such minor



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accessories and item of work.

- 2.23 The successful bidder shall not refuse to execute the work order at any time and it will be his sole responsibility to execute and complete this work as per the instruction of Engineer in Charge.
- 2.24 The successful bidder has to carry out all the works in accordance with revised and latest provision under I.E. Rule Act made there under and as per instruction of Engineer in Charge.
- 2.25 All the materials issued by UGVCL shall be transported to the work site on same day and to be preserved in safe custody 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.
- 2.26 Any delay causing extension of outages shall be successful bidder's responsibility and appropriate amount (in term of Rupees) as decided by Superintending / Executive Engineer, Circle / Division shall be recovered from successful bidder's bill as a penalty with applicable GST.
- 2.27 No tools, tackles, manpower, crane facilities etc. will be provided by the UGVCL.
- 2.28 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.
- 2.29 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.
- 2.30 The contractor shall be responsible for breakages, losses and a theft of material during transit or erection after the materials issued from the stores till the completion of work and is taken over by the UGVCL.
- 2.31 As regard damages to the materials, equipment, successful bidder himself will be responsible. If there is any compensation to be paid in respect of "WORKMAN" Compensation Act or any other statutory provisions, the same will be paid by contractor directly. If he thinks fit, he may take necessary insurance covering at his cost.
- 2.32 The competent authority can delete any item in schedule of the tender if he feels that the rate quoted by the contractor for the item is abnormally high when compared to the estimated rates.
- 2.33 The erection work should be carried out according to the specification as per instructions and programmed laid out by the Engineer in charge. Contractor has to ensure safe shifting and erection of all accessories / equipment as per standard norms.
- 2.34 The Bidder shall not display the photograph of the work and shall not take advantage through publicity of the work without written permission of UGVCL.
- 2.35 Under the Contract, the Contractor shall be responsible for loss or damage to the line and Electrical Equipment until the successful completion as defined elsewhere in the Bid document.
- 2.36 All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.
- 2.37 The law applicable to the contract shall be the laws in force in India. The courts of Mehsana shall have exclusive jurisdiction in all matters arising under the contract.
- 2.38 The contractor shall submit the CAR (Contractor All Risks) policy for the awarded value of work and valid for the entire duration of the work including extending period of work, if any. The contractor shall provide to the Owner, copy of insurance policies and documents taken out by him, in pursuance of the contract, immediately after such insurance coverage. If the contractor fails to effect and keep in force insurance, as per the term of contract, the Owner may effect and keep in force such insurance and pay such premium or premiums as



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may be necessary for that purpose and from time to time deduct the amount so paid by the Owner as aforesaid, from any money due or which may be come due to the contractor, or recover the same as debit due from the contractor.

- 2.39 The contractor shall be responsible for preparing all claims and make good for all damages or Loss by way of repairs and or replacement of portion of any works damaged or lost. The transfer of title shall not in any way relieve the contractor of his responsibility during the period of contract including the defect liability period.
- 2.40 The contractor shall abide by the local laws and regulations governing labour and applicable from time to time. During continuance of the contract the contractor shall abide at all times by all existing labour enactments and rules made their under, regulations notification and byelaws of State and Central Govt. of Local authority and any other labour law (including rules, regulations bylaws that may be passed or notifications that may be issued under any labour in future either by the state or the central govt. or the local authority)
- 2.41 Nothing shall be paid for any loss or damage done due to rains, floods, or any other act of God during the execution period, trial run & defect liability period. The payment shall be made only for material/works acceptable to the Department.
- 2.42 Material purchased in excess shall not be measured and paid for and if not removed from the site within one month after completion of work, the material shall become the property of UGVCL and no claim on this account shall be entertained.
- 2.43 The contractor shall provide suitable measuring equipment /arrangement at site for checking of various material supplied by him.
- 2.44 In case of duplicity/variations/contradiction of terms and condition in the printed Bid documents and special terms and conditions, the terms and conditions mentioned in the special terms and conditions shall prevail.
- 2.45 The Owner reserves the right of modification of layout plans, if found necessary, before actual execution of work even after designing the same, nothing extra shall be payable to the firm for these changes in the layout plan.
- 2.46 Contractual agency shall bear the cost of repairing the damages of other utility services like water, telecom, road or sewerage during excavation of electrical cable trench. Suitable measures to be adopted during road crossing and cutting of metaled portion of the road including taking prior permission from the concerned department. UGVCL will not involve in the coordination with the other utility services although for the sake of the progress of the project they may take initiatives.
- 2.47 The awarded value of work and valid for the entire duration of the work including extending period of work, if any. The contractor shall provide to the Owner, copy of insurance policies and documents taken out by him, in pursuance of the contract, immediately after such insurance coverage. If the contractor fails to effect and keep in force insurance, as per the term of contract.
- 2.48 The contractor shall be responsible for preparing all claims and make good for all damages or Loss by way of repairs and or replacement of portion of any works damaged or lost. The transfer of title shall not in any way relieve the contractor of his responsibility during the period of contract including the defect liability period.
- 2.49 The contractor shall abide by the local laws and regulations governing labour and applicable from time to time. During continuance of the contract the contractor shall abide at all times by all existing labour enactments and rules made their under, regulations notification and byelaws of State and Central Govt. of Local authority and any other labour law (including rules, regulations bylaws that may be passed or notifications that may be issued under any labour in future either by the state or the central govt. or the local



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authority)

- 2.50 Nothing shall be paid for any loss or damage done due to rains, floods, or any other act of God during the execution period, trial run & defect liability period. The payment shall be made only for material/works acceptable to the Department.
- 2.51 Material purchased in excess shall not be measured and paid for and if not removed from the site within one month after completion of work, the material shall become the property of UGVCL and no claim on this account shall be entertained.
- 2.52 The contractor shall provide suitable measuring equipment /arrangement at site for checking of various material supplied by him.
- 2.53 In case of duplicity/variations/contradiction of terms and condition in the printed Bid documents and special terms and conditions, the terms and conditions mentioned in the special terms and conditions shall prevail.
- 2.54 The Owner reserves the right of modification of layout plans, if found necessary, before actual execution of work even after designing the same, nothing extra shall be payable to the firm for these changes in the layout plan.
- 2.55 Turnkey Contractor will take clearance from UGVCL for his Supervisors, Cable Jointer/terminator.
- 2.56 The site Supervisors of Turnkey Contractor shall contain list of authorized labor along with them and Turnkey Contractor shall issue Identity card to his labor for particular project site.
- 2.57 Contractual agency shall bear the cost of repairing the damages of other utility services like water, telecom, road or sewerage during excavation of electrical cable trench. Suitable measures to be adopted during road crossing and cutting of metaled portion of the road including taking prior permission from the concerned department. UGVCL will not involve in the coordination with the other utility services although for the sake of the progress of the project they may take initiatives.
- 2.58 If any major work not included in this tender / contract and required to be carried out as per site conditions, such additional work has to be executed by contractor / bidder at relevant PWD SOR of that District. The estimated rates for such additional work shall be applicable as per relevant SOR rates adopted in estimation of tender of this project.

3 Engineer-in-Charge's Representative

- i) The Owner will appoint any of his officers or any agency as the case may be as engineer-in-charge to deal with all the matters related to the execution and operation of contract.
- ii) However, the Owner/Owner's representatives reserve the right in checking/tests checking of the operation of the contract in respect of quality, testing, and measurement of works either directly or through a separate agency or both.
- iii) The Engineer-in-charges representative may appoint any number of persons to assist the Engineer-in-Charges Representative in carrying out of his duties. He shall notify to the contractor the names, duties and the scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to ` secure their acceptance of materials plants or workmanship as being in accordance with the contractor, and any instructions given by any of them for those purpose shall be deemed to have been given by the Engineer-in-charge's Representative.
- iv) For any dispute between implementing agency and engineer-in-charge of the site; concern Superintending Engineer will make sincere efforts to resolve the same. If not, the said matter will be referred to Corporate Office, Mehsana. The committee consisting of



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Managing Director, Chief Engineer (Op) and Addl. Chief Engineer (Tech) will try to resolve the dispute.

4 General Obligations

4.1 Contractor's general responsibilities

The contractor shall with due care and diligence (to the extent provided in the contract) execute and complete the work and remedy any defects therein in accordance with the provisions of the contract. The contractor shall provide all supervisory, labour, materials, plant, construction equipment and all other things, whether of temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract. The contractor shall provide the same in specified form which is reasonably to be inferred from the contract. The contractor shall promptly notify the Owner and the Engineer-in-charge of any effort, omission, fault or any other defect in the design or specifications for the work which he discovers when reviewing the contract documents or in the process of execution of the works.

The contractor shall take the full responsibility for the adequacy, stability and safety of all site operations and methods of construction, provided that the contract shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the specification of works, not prepared by the contractor. Whereas this contract expressly provides that all of the components of this work shall be designed by the contractor, he shall be fully responsible for all the works, notwithstanding any approval by the Engineer-in-charge.

Any Plant and Installation Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin which do not violate the provisions of any Orders/ Circulars or other instruments issued by the Government that are in force. Any sub-contractors retained/ engaged by the Contractor in accordance with the provisions of the Contract, shall not violate the provisions of any Orders/ Circulars or other instruments issued by the Government that are in force.

If the Contractor is a joint venture, or association (JV) of two or more persons, all such persons shall be jointly and severally bound to the UGVCL for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the JV. The composition or the constitution of the joint venture shall not be altered without the prior written consent of the UGVCL.

If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint and notify the UGVCL in writing of the name of the Project Manager. The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld.

4.2 Inspection of site

The contractor shall deem to have inspected the site and examined its surroundings and collected information available in connection therewith and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time, at his own responsibility and expense) before submitting his bid, as to:

- the form and nature thereof, including the sub surface conditions
- the hydrological and climatic conditions
- the extent and nature of work, labour and materials necessary for speedy execution of the works, their availability and other related matters and remedying of any defects therein, and
- The means of access to the site and accommodation he may require. And in general, shall be deemed to have obtained all necessary information as above mentioned, as to risks,



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contingencies and all other circumstances which may influence or affect his bid.

4.3 Sufficiency of Bid

The contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Bid and of the rates and prices stated in the bill of quantities all of which shall except in so far as it is otherwise provided in the contract, cover all his obligations under the contract (including those in respect of the supply of good, materials, plant or services) and all matters and things necessary for the proper execution and completion of the works and remedying of any defects therein.

The rate quoted against each item or work shall be for the complete finished item of work and shall be inclusive of all taxes duties and all cost and expenses which may be required in and for execution and full protection of the work as described together with all general risks/liabilities and obligations set forth or implied in the documents on which the Bid is based.

The rates quoted against each item in the bill of quantities shall be deemed to cater for all minor constructional details which are not specifically mentioned, but are fairly and obviously intended and are essential for the full and final completion of works and the contractor is not entitled to make any extra claim on this account.

4.4 Work to be in accordance with contract

Unless it is legally or physically impossible, the contractor shall execute and complete the works and remedy any defects therein in strict accordance with the contract to the satisfaction of the Engineer-in-charge. The contractor shall comply with and adhere strictly to the Engineer-in-charge's instruction on any matter, whether mentioned in the contract or not, touching or concerning the work. The contractor shall take instructions only from the Engineer-in-Charge or from the Engineer-in-charges representative.

4.5 Program to be submitted

The contractor shall, within the time of 15 days from the date of letter of award, submit to the Engineer-in-charge for his consent, a program in such form and details as the Engineer-in-charge shall reasonably prescribe, for the execution of the works. The contractor shall whenever require by the Engineer-in-Charge, also provide in writing for his information a general description of the arrangements and methods which the contractor proposes to adopt for the execution of the works.

If at any time it should appear to the Engineer-in-charge that the actual progress of the works does not confirm to the program to which consent has been given, the contractor shall produce at the request of the Engineer-in-charge, revised program showing the modifications to such program necessary to ensure completion of the works

4.6 Engineer-in-charge at Liberty to Object

The Engineer-in-charge shall be at liberty to object to and require the contractor to remove forthwith from the works any persons provided by the contractor who, in the opinion of the Owner/ Engineer-in-charge, misconducts himself or is incompetent or negligent in the proper performance of his duties, or whose presence on site is otherwise considered by the Engineer-in-charge to be undesirable, and such persons shall not be again allowed upon the works without the consent of the Engineer-in-charge. Any person so removed from the works shall be replaced as soon as possible.

4.7 Setting out

The contractor shall be responsible for:



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- (a) The accurate setting out of the works in relation to original points, lines and levels, of reference given by the Engineer-in-charge in writing based on approved survey data.
- (b) The correctness of the position, levels, dimensions and alignments of all part of the works.
- (c) The provision of all necessary instruments, appliances and labour in connection with the forgoing responsibilities, if, at any time during the execution of the works any error appears in the position, levels, dimensions or alignment of any part of the works the contractor on being required to do so by the Engineer-in-Charge, shall at his own cost rectify such error to the satisfaction of Engineer-in-Charge, unless such error is based on incorrect data supplied in writing by the Engineer-in-Charge.
- (d) The checking of any setting - out or of any Line or level by the Engineer-in-Charge shall not in any way relieve the contractor of his responsibility for the accuracy thereof and the contractor shall carefully protect and preserve all bench marks sight - rails, pegs and other things used in setting out of the works.

4.8 **Safety, Security and Protection of the Environment**

The contractor shall throughout the execution and completion of the works and the remedying of any defects therein;

- (a) Have full regard for the safety of all persons entitled to be upon the site and keep the site (so far as the same is under his control) and the works (the same are not completed or occupied by the Owner) in an orderly state appropriate to the avoidance of danger to such persons.
- (b) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Engineer-in-Charge or by any duly constituted authority, for the protection of the works or for the safety and convenience of the public or others.
- (c) Take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or operation.

In case of the failure on the part of the contractor on above accounts, the consequences of the same shall be borne by the contractor. Alternatively, the Engineer-in-Charge may take reasonable steps to comply with the above at the risk and cost of the contractor.

4.9 **Care of works**

- a) The contractor shall take full responsibility for the care of the works and materials and plant for incorporation therein from the commencement date until the date of issue of the taking over certificate for the whole of the works, when the responsibility for the said care shall subject to pass to the Owner provided that;
- b) If the Engineer-in-Charge issues a taking over certificate for any section or part of the works, the contractor shall cease to be liable for the care of that section or part from the date of issuing of the taking over certificate, when the responsibility for the care of that section shall pass to the Owner, and
- c) The contractor shall take full responsibility for the care of any outstanding works and materials and plant for incorporation therein he undertakes to or is otherwise required to finish during the defect's liabilities period along with the defects if any until such outstanding works have been completed.

4.10 **Responsibility to Rectify or Damage**

If any loss or damage happens to the works or any part thereof, or materials or plant for incorporation therein, during the period for which the contractor is responsible for the care thereof, from any cause whatsoever, other than the risks defined in sub clause 3.11, the



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contractor shall at his own cost, rectify such loss or damage so that the works confirm in every respect with the provision of the contract to the satisfaction of the Engineer-in-Charge.

4.11 Owner's Risks

- (a) The Owner's risks are;
- 1) War, hostilities (whether war be declared or not) invasion act of foreign enemies.
 - 2) Rebellion, revolution, insurrection or military or usurped power or civil war.
 - 3) Pressure waves caused by aircraft or other Aerial devices traveling at sonic or supersonic speeds.
- (b) Loss or damage due to the use or occupation by the Owner of any section of part of the works except as may be provided for the contract.
- (c) Any operation of the forces of nature (in so far as it occurs on the site) such as earthquakes, tornado, lightening and unprecedented floods etc. against which an experienced contractor could not reasonably have been expected to take precautions.

4.12 Fossils

All fossils, coins, articles of value or antiquities and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be deemed to be absolute property of the Owner and the contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal, acquaint the Engineer-in-Charge or Engineer-in-Charge's representative of such discovery and carry out the Engineer-in-Charge instructions for dealing with the same.

4.13 Taking Over

- a) After successful completion and charging of the line the entire newly created network is to be handed over to concern deputy engineer of UGVCL. The taking over note covering the details of all the materials used and total work executed must be signed jointly by the contractor and UGVCL Engineer. Copy of taking over note must be attached with final bill. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.
- b) The contractor shall arrange to hand over the complete line and all work immediately on completion of entire work dully getting approval inspection and charging for newly created network of electrical inspector therefore.
- c) Engineer-in-Charge may issue such certificate in case of minor items are pending to complete. However, as soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the UGVCL will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.
- d) **Partial Acceptance:** If the Contract specifies that Commissioning and Completion shall be carried out in respect of parts of the Facilities, the provisions relating to Commissioning and Completion including the Guarantee Test shall apply to each such part of the Facilities individually, and the Completion Certificate shall be issued accordingly for each such part of the Facilities.



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5 Change in Laws and Regulations

If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Owner and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor for which the Owner shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

6 General-Erection Conditions

The Contractor upon signing of the Contract shall, nominate a responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

The Contractor shall at all times keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the representative shall be available at a stated address for this purpose

7 Contractor's Office & Store

The Contractor shall responsible for establishing a suitable furnished office accommodation and store as per their requirements at his own cost.

"Package-wise separate Site Stores shall be maintained and manned by turnkey Contractor. Same store shall not be used for more than one projects even if neighboring package jurisdiction' projects are awarded to the same agency. The turnkey Contractor shall deploy his own manpower in stores for round the clock security and for its day-to-day operation through trained Storekeeper.

Since materials received in these stores are owned by UGVCL (including owner's free issued material) and are pre-dispatch inspected by UGVCL's representative/ or NABL lab inspected, materials in a lot shall not be issued to the sub-Contractor for physical execution by turnkey Contractor. Instead, day to day requirements shall be issued to the working teams of sub-vendors by authorized store-keeper. In exceptional cases, on prior written permission of UGVCL, materials for a week time may be issued to working team of sub-vendor. Daily accounting of materials receipt, materials issues, materials in custody of sub-vendors are to be maintained by turnkey Contractor. Handing of Stores shall, in no circumstances, be off loaded. In no case, inter-project transfer of materials shall be permitted.

If, any land provided by the Owner to the Contractor for labour hutments, stores, temporary offices etc. shall be on temporary basis till completion of works and shall not create any right, title or interest whatsoever in the contract herein or in respect thereof.



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All loading/unloading, of materials at work-site shall be your responsibility. Involvement of Crane/Hydra/Tractor/Trailer for this type of work shall be in contractor`s scope. Adequate weather protection shall be provided by the contractor to keep the materials safe from sun & rain by providing covered storage space as well as using tarpaulins.

Contractor has to provide facility of office for UGVCL staff at site admeasuring approximate 200 / 250 Sq. Feet Area.

8 Employment of Labour

- 8.1 Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.
- 8.2 Contractor shall maintain a valid labour license under the Contract Labour (Regulation and Abolition) Act for employing necessary manpower required by him. In the absence of such a license, the contract shall be liable to be terminated without assigning any reason thereof. Contractor should also employ qualified and experiences persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.
- 8.3 In case UGVCL becomes liable to pay any wages or dues to labour or any Government agency under any of the provisions of the Minimum Wages Act, Payment of Wages Act, Employee Compensation Act, Contract Labour Regulation Abolition Act, Employee Provident Fund or any other law due to act of omission of the Contractor, UGVCL may make such payment and shall recover the same from the Contractor`s bills.
- 8.4 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. The contractor is required to maintain the minimum work force at site to execute this work, as determined by the Engineer in charge. The work force shall also be required for the operation and maintenance of the services during defect liability period.
- 8.5 Contractor shall have to follow and comply all the rules & regulations for employment of the labours as applicable like:
 - Provident Fund & Family Pension Scheme
 - Deposit Linked Insurance Scheme
 - Maintaining Provident Fund Account with Regional Provident Fund Commissioner
 - Paid Leave Facility
 - Workmen`s Compensation & Employer`s Liability Insurance
 - Minimum Wages to be paid to Labours / Workers
 - Health & Sanitary Arrangement for Workers

9 Temporary Power Supply

EPC Contractor shall obtain temporary power connection from the local body UGVCL for the construction purpose. The contractor shall at his own cost make arrangement for temporary distribution of power to the work site. Contractor shall at his own cost remove all the wires, pipes, ballies etc. after completion of work.

10 Temporary Water Supply

For construction purpose the contractor has to rely on ground/surface water supply. Contractor at his own cost and initiative shall arrange suitable quality of water and its distribution to the work sites for construction, curing and testing purposes. The quality of water for construction purposes must satisfy the provision of relevant codes. Contractor shall remove at his own cost all equipment, pumps etc. after completion of work.



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11 Taking Delivery & Storage

- 11.1 The contractor has to keep all materials in safe custody and transport to the respective sites and will be fully responsible for any damage to or loss of all materials at any stage during transportation or erection till taking over by UGVCL
- 11.2 The Contractor has to open site store and ensure for safe custody of all the stored materials at his own cost.
- 11.3 The Contractor shall have total responsibility for the entire materials stored, loose, semi assembled and/or erected by him at site in his custody. The Contractor shall make suitable security arrangements at his own cost to ensure the protection of all materials, equipment and works from theft, fire pilferage and any other damages and loss. It shall be the responsibility of the contractor to arrange for security till the works are finally taken over by the UGVCL

12 Materials Handling & Store

- 12.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 12.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc., for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and / or in storage and erection of the equipment at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.
- 12.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment materials received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.
- 12.4 All equipment shall be handled very carefully to prevent any damage or loss. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 12.5 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 12.6 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

13 Storage –Cum-Insurance

The contractor shall take suitable storage-cum-erection insurance cover at his cost to the extent of 100 % cost of materials, which are required to complete the work. Contractor shall have to take comprehensive insurance policy against any loss, damage, theft, pilferage, fire etc. for the complete period of storage, erection and commissioning up to the time of taking over by UGVCL. The Contractor shall deal directly and pursue the claim with the Insurance Company and shall be responsible in regard to maintenance of all insurance coverage as well as for settlement of claim. The proof of insurance policy taken by the successful Contractor shall be furnished to respective Executive Engineer.

In the event of any damage, theft, loss, pilferage, fire etc., Contractor will be responsible to lodge, pursue and settle all the claims with the Insurance Company for all items, materials and the UGVCL shall be kept informed about it. Contractor shall replace the lost/damaged



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materials/items promptly irrespective of the settlement of the claims by underwriter and ensure that the work progress is as per agreed schedule. The loss, if any, such replacement will have to be borne by the Contractor and UGVCL will not entertain any claim/representation in this regard. However, it will be contractor's responsibility to ensure the entire project is taken over by the UGVCL.

14 Security

The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

15 Protection of Property & Contractor's Liability

The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property.

16 Discipline of Workmen

The Contractor shall adhere to the disciplinary procedure set by the Engineer-in-Charge in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconduct himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

17 Fire Protection

The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas.

All the Contractor's supervisory personnel and select number of workers shall be trained for firefighting. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

18 Facilities to be Provided by the Contractor

- 18.1 Tools, tackles and scaffoldings: The Contractor shall provide all the survey & construction equipment; tools, tackles and scaffoldings required for survey, pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of work at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer
- 18.2 First-aid: The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personals shall be trained in administering first-aid.
- 18.3 Cleanliness: The Contractor shall be responsible for keeping the entire area clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean. Materials and stores shall be so arranged



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to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

19 Work & Safety Regulations

- 19.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to UGVCL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.
- 19.2 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of UGVCL in this regard.
- 19.3 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried- out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.
- 19.4 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
- 19.5 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- 19.6 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by UGVCL to handle such fuses, wiring or electrical equipment Before the Contractor connects any electrical appliances to any plug or socket belonging to another Contractor or Owner, he shall:
- 19.7 Satisfy the Engineer In charge that the appliance is in good working condition; Inform the Engineer In charge of the maximum current rating, voltage and phases of the appliances; Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- 19.8 The Engineer will not grant permission to connect until he is satisfied that;
 - a) The appliance is in good condition and is fitted with suitable plug;
 - b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
 - c) No electric cable in use by the Contractor/Owner will be disturbed without prior permission.
 - d) No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
 - e) No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- 19.9 In case any accident occurs during the construction/ erection or other associated activities



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undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.

- 19.10 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
- 19.11 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 19.12 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following
- 19.13 Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- 19.14 No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
- 19.15 There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- 19.16 Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- 19.17 The Contractor shall follow and comply with all UGVCL Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and UGVCL Safety Rules referred above, the latter shall be binding on the Contractor.
- 19.18 In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner.

20 Insurance

20.1 Comprehensive General Liability Insurance

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. The above is only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

20.2 The Contractor at his cost shall arrange, secure and maintain all insurance as may be



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pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

- 20.3 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 20.4 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
- 20.5 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.
- 20.6 The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.

21 Contract Quality Assurance

- 21.1 The Bidder shall include in his proposal the Quality Assurance Programme 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.



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- 21.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract. UGVCL reserve the right to test materials/equipments at NABL at any stage of contract.
- 21.3 The Bidder shall clearly specify the list of sub-vendors from whom they bought out items 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 owner for the vendor supplied materials.
- 21.4 UGVCL either self or through any third-party agency shall carry out concurrent inspection of works through TPQMA.

22 Unfavorable Working Conditions

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

23 Access to Site & Works on Site

- 23.1 Suitable access to and possession of the Site shall be afforded by the Contractor in reasonable time.
- 23.2 The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the works.
- 23.3 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub- Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

24 Progress Report & Site Meeting

- 24.1 Weekly site meeting, to be attended by representatives of the Engineer-in-Charge and the contractor shall be held as per the instructions from UGVCL for progress monitoring and other issues of construction.
- 24.2 The Contractor shall furnish three (3) copies each to the Engineer of progress including if any, photographs of the work done at Site.
- 24.3 The Weekly progress report detailing-out the progress achieved on all activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

25 Prioritization Review

The contractor is required to execute the works as per approved schedule. However, during the period of execution, in case the necessity arises to change the priority of the construction schedule, as per requirement of the Owner, the contractor is bound to follow the changed priority which shall be communicated to the contractor during quarterly review meeting and the contractor shall have no claim whatsoever on this account.



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26 List of Documents to be maintained at the Site by the Contractor

- Site instruction book
- Labour Register
- Material register (Materials Account Statement)
- Stock Register
- Material Testing Register
- Daily Works Register
- Measurement Book (to be issued by concern division office separately for each project for record keeping purpose).
- Any other documents required by the Engineer-in-Charge to check quality/ progress of work etc. will be maintained by contractor at site.

27 Regulation of Local Authorities & Statutes

- 27.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor. He shall abide by labour laws.
- 27.2 All initial registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be borne by the contractor.

28 Owner's Lien on Equipment

The Owner shall have lien on all equipment brought to the Site for the purpose of cable laying, erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The Owner shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer. All expense for this shall be borne by the contractor.

29 Co-Operation with Other Contractors

The Contractor shall co-operate with all other Contractors or tradesmen of the Owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the Contractor's own expense.

30 Contractor's Field Operation

- 30.1 The Contractor shall keep the Engineer-in-Charge informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.
- 30.2 The Contractor shall have the complete responsibility for the conditions of the Work-site



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including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

31 Lines & Grades

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the works. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

32 Approved Makes of Major Equipments

Sr. No	Equipment	22kV / 11kV / LV
1	AL59 ACS - MVCC	Registered vender & regular supplier of GUVNL and its subsidiary companies.
2	RMU	Registered vender & regular supplier of GUVNL and its subsidiary companies
3	XLPE aluminum Cable	Registered vender & regular supplier of GUVNL and its subsidiary companies
4	PSC Poles	Registered vender & regular supplier of GUVNL and its subsidiary companies
5	Other required accessories	Registered vender & regular supplier of GUVNL and its subsidiary companies

Notes

- The UGVCL reserves the right to make changes (add or delete names of other makes) in the list during execution of contract.
- If bidder wants to propose additional vendors for any of the items, same shall be stated along with the Bid or within 30 days from the date of LOA & decision thereof will be conveyed within 30 days thereafter by UGVCL.
- Approved Vendor is available on website of subsidiaries companies of GUVNL and it will be updated time to time.
- License equipment manufacturers shall be able to manufacture, assemble, test, market and sell the product as per OEM type tested design under technology transfer agreement with submission of documentary evidence i.e. Technology transfer certificate or agreement, valid type test reports, authorization letter from their OEM.

33 Drawings, Data & Documents

The bidder shall furnish following documents/ information along with offer in spiral bound volumes.

General description of equipment offered specifying the important features, make, technical parameters, materials of construction etc. To enable UGVCL to have proper understanding of



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the material offered and its operation.

The drawings and documents shall be furnished to UGVCL by the successful bidder for approval of UGVCL, within the period stipulated in the draft contract/mutually agreed terms at the time of placement of order, the bidder shall submit a list of all such drawings and documents he proposes to submit. The list will be approved by UGVCL and may be modified, if necessary. Each drawing /document in the list shall be identified with a serial number, description and scheduled date of submission. This should be submitted in a spiral bound volume.

On completion of installation, testing and commissioning, the bidder shall in corporate visions/ modification if any, in the reproducible and submit 'as built' drawing for UGVCL's record in spiral bound volumes and soft copy. The drawings shall be in AutoCAD DXF format.

Reference: Original Equipment Manufacturer (OEM's) Complete and comprehensive instruction manuals with drawings for operation and maintenance of the equipment supplied by the bidder.

Preventive maintenance schedule for each equipment.

Procedure for shutdown and HT equipment.

Safety procedures for safe operation of equipment and complete system. Test procedure for site tests.

34 Inspection & Testing of Equipment

Manufacturing Progress reviews, inspection & testing of all equipment's and material involved in covered under the technical specification and schedule (BOQ) shall be carried out by the UGVCL's Authorized Representative at the manufacturer's works/premises prior to dispatch, to ensure that their quality & workmanship are in conformity with the contract specifications and approved drawings at the cost of successful bidder. It seems, all the expense i.e. travels, boarding, lodging of UGVCL inspector have to borne by successful bidder.

34.1 Responsibility for Inspection

Category – A (Pre-Dispatch Inspection & Testing at NABL accredited Labs):

This category shall include high ticket materials (Distribution Transformers, AB Cables, HT & LT XLPE Cables, Ring Main Unit, Fuse Section Pillar, Mini Section Pillar Overhead Conductor, Insulator) which involves more and important testing procedures and hence the inspection of these materials will be carried out in the factory before the dispatch of the material. Any inspection by the UGVCL's Authorized Representative does not relieve the Bidder from his responsibility of quality assurance and quality control functions. As such, any approval which the Inspecting Engineer of the UGVCL may have given in respect of equipment and other particulars and the work or workmanship involved in the contract (whether with or without test carried out) shall not bind the UGVCL to accept the plant & equipment, should it on further tests at site be found not comply, with the requirements of the contract. If required, audit wing of UGVCL Inspection Department shall also be entrusted with inspection of particular item/equipment received at site. The bidder shall meet the inspection & testing requirements for the equipment coming under the statutory regulations e.g. weights & measures, safety, IE rules, etc. and submit calibration certificates and documents from appropriate authority to the UGVCL Inspecting Engineer for the same, on demand.

Category – B (On-site inspection): This category includes the materials (not falls under Category – A) for which a factory inspection is not warranted and the material can be inspected upon arrival at the site before the installation. In case the Employer is apprehensive



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about the quality of the material supplied it reserves the right to send the selected lot to the NABL accredited testing lab for third party testing.

UGVCL also reserves the right to send any installed equipment / materials to the NABL accredited testing lab for testing. The UGVCL would have to reimburse the expenses related to transportation of material from site to testing lab and all testing expenses in this regard i.e. for Category – B material.

34.2 Method of Giving Inspection Calls

Inspections calls shall be given by the Bidder to Chief Engineer (Op) UGVCL, in accordance with mutually agreed program with 15 days' clear time for all equipment's. Two sets of relevant test certificates and inspection report of the Bidder/ Sub-bidder after satisfactory completion of internal inspection and test shall be submitted along with acceptance/routine test certificate of the tests witnessed by UGVCL Inspector.

The UGVCL reserves the right to visit at any stage of manufacture at plant and ask for additional inspection & tests if it is found necessary after completion of detailed design & engineering and approval of drawings. The UGVCL or his duly authorized representative shall on giving written instructions to the bidder, setting out any grounds of objection which he may have in respect of the work, be at liberty to reject all or any part of plant/equipment or workmanship which are not in conformity with the contract provisions.

You shall have to submit the Inspection Call letter in duplicate as per the format as shown under. This is a must.

1. UGVCL's Order AT No. & Date :
2. Name of the Item offered for Inspection. :
3. Inspection Call Letter No. & Date :
4. Total Order Quantity for Supply :
5. Total Quantity offered for inspection till last inspection call :
6. Quantity offered for inspection :
(Should be strictly as per delivery schedule of the AT)
7. Balance quantity to be offered :
8. Date of Inspection to be carried out :
9. Place & Address of Inspection where :
The inspection is to be carried out along with
Contact Person's Name, Phone and Fax Nos.
10. Weekly Holiday :
11. Per Truck Load :

34.3 Bidder's Responsibility

The Bidder shall provide all reasonable facilities to the Inspecting Engineer of the UGVCL at the Bidder's or their sub-bidder's premises at any time during contract period, to facilitate him to carryout inspection & testing of equipment during manufacture of equipment.

The Bidder shall delegate a representative/coordinator to deal with UGVCL on all inspection matters. The Bidder shall comply with instructions of the UGVCL's Inspecting Engineer fully.

The Bidder shall ensure that the equipment and materials once rejected by the Inspecting Engineer are not reused in the manufacturing of the equipment and materials. Where parts rejected by the Inspecting Engineer have been rectified as per agreed procedures laid down in advance, such parts shall be segregated for separate inspection and approval, before being used in the work.



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34.4 Inspection Waiver

For certain standard bought-out items and the products of reputed firms where the UGVCL has earlier experience on the quality of their products, the UGVCL may consider allowing of inspection waiver for such items. The Chief Engineer (Op) UGVCL shall issue approval of inspection waiver certificate after scrutiny of bidder's internal inspection report, test certificates and other documents. However, it is not binding upon UGVCL to give waiver on bidder's request. UGVCL may weigh the important issues like quantity of material, cost of material, importance of material, distance of travel & time of travel required to inspect before deciding the waiver of the inspection.

35 Test & Inspection for Individual Item:

- 35.1 Routine test/ Acceptance tests of materials shall be carried out as per relevant IS/IEC criteria. The bidder shall make adequate test facilities, at his cost for inspection and testing of the equipment/material by UGVCL's Officials. No equipment/item shall be dispatched to site without provisional certificates of acceptance issued by UGVCL. Inspection and test shall be carried out at the place of manufacture as well as on receipt of the equipment at site if required. Inspection and tests do not relieve the bidder of his contractual obligations regarding performance of the equipment at site/in actual use.
- 35.2 The bidder shall submit the brief summary of all type test certificates for similar equipment supplied by him elsewhere and the actual type test certificates as and when asked. In case type test certificates for similar equipment is not available, the same shall be conducted in the presence of UGVCL's Authorized representative if UGVCL so desires, without any financial implications to the UGVCL. The type test report shall not be older than 7 years from the date of Bid opening (Technical bid opening). The supplier of the equipment shall ensure that the equipment available at his works for routine test/type test/acceptance test are duly calibrated and necessary certificate shall be made available to the inspecting officer of UGVCL.
- 35.3 As far as possible, the supplier of equipment shall give a minimum of 15 days' notice of readiness of material and give the inspection call accordingly. If on arrival of inspecting officer at the works, the material is not found to be ready, the concerned supplier of equipment shall be liable for additional expenditure UGVCL may incur on account of retention or re- deputation of the inspecting officer.
- 35.4 The officer deputed for inspecting for particular lot of material according to intimation from you may also like to check Quality Control Plan and for that purpose he may demand the Test Reports of raw material being procured.

36 Dispatch Instruction

The dispatch instructions of all the inspected lot of materials will be issued by this office or by the office of the user's department. You are requested to dispatch all the materials strictly as per the dispatch instruction issued. Any dispatch instructions / advises issued from above UGVCL's offices will be considered by you, otherwise all the consequences arising thereafter will be to your account only.

The Contractor shall ensure receipt of material at site within 21 days from date of receipt of dispatch instructions. In case materials are not received within 21 days from date of issue of dispatch instruction, the dispatch instruction shall stand cancelled and a fresh pre -dispatch would be required to issue dispatch instruction. All expenditure incurred by Employer in performance of dispatch instruction shall be recovered from turnkey Contractor.



Procedure of MRC [duly signed] shall be completed within two days after intimation of material received at TKCs store invariably.

You shall have to intimate the item wise dispatch details for materials dispatched for each of the Dispatch Instruction given against this order to Chief Engineer (Op) / Addl. Chief Engineer (Tech) as well as to concern field office.

You have to supply all the materials strictly confirming to AT specification's including dimensions of the material. **In the event of the supply material are not confirming to the AT, specifications, you will have to lift at your cost all such rejected lot immediately within 7 days.**

37 Embossing / Engraving

The supplier will have to emboss / engrave the words **“Property of UGVCL” & “Developed under ROBUST-GWFCM”** along with the AT number on the items as per BOQ and other items as required by UGVCL. Also, suppliers should emboss / engrave / affix their company name plate with details or manufacturer's name and trademark.

38 Audit Inspection

From the lots inspected by the UGVCL, the Inspector of UGVCL may pick up samples from the lots supplied at stores of contractor at random for quality check only.

The samples picked up will be tested for acceptance test / type test or as decided by UGVCL at Government/ NABL approved laboratory or ERDA laboratory at UGVCL, in presence of representatives of contractor and UGVCL as per relevant ISS/BIS/ UGVCL specifications. The test results will be binding on the suppliers and UGVCL, in general will not allow re-sampling. **All the expenses related to testing would be bearded by the Contractor including oil sample testing for inspection of prototype and each lot of transformers for each kVA rating.**

If the material fails in any of the acceptance tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to consumption of the materials, then in that case for whole of the rejected lot, UGVCL will deduct maximum up to 30% (Thirty) of the contractual order cost of that item plus GST and Cess as applicable. If the same are not utilized / consumed, then UGVCL may ask for replacement at sole discretion of UGVCL or may accept with maximum deduction up to 30% (Thirty) of the contractual order cost of that item plus GST and Cess as applicable, and all these will be binding on the contractor.

In case if the materials do not confirm to specifications or fails at Government approved laboratory or other laboratory decided by UGVCL for testing and if subsequent testing are to be carried out (which will solely at UGVCL discretion), then all Testing fees, expenses of the inspector and other expenses incurred by UGVCL plus GST and Cess as applicable will be to contractor's account. The decision in this regard for acceptance as above of UGVCL shall be final and this will be binding on the contractor. Please refer audit inspection of technical specification of Bid for applicability of penalty in case of Distribution Transformer.

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If the materials tested at Laboratory fails then the entire lot would be rejected. Contractor shall bear the responsibility of **sending** back such failed materials from site. Any subsequent delay in contract performance due to late payment of sample testing fee by successful bidder or / and failure of materials in the test laboratory **would be** on account of Contractor and no time extension would be provided by the Employer in this regard. Any LD levies in this regard would be borne by the Contractor.

39 Code Requirements

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

40 Pre-Commissioning Trials & Initial Operations

- 40.1 The pre-commissioning trials and initial operations of the equipment furnished and erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant clauses of Technical Specifications. The Contractor shall provide, in addition, test instruments, calibrating devices, etc. and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such trials.
- 40.2 Liasioning with various stakeholders to be made by EPC contractor for commissioning and obtain prior approval for commissioning the system.
- 40.3 It is mandatory to submit copy of electrical inspector inspection report before charging.

41 Defect Liabilities

The expression of defect liability period shall mean the defects liability period to be calculated from the date of issuance of Taking over Certificate on completion of whole of the work and not from the provisional Taking over Certificate/Completion Certificate issued by Engineer-in-Charge in between period i.e. before completion of whole work. Defect liability period will be as specified in the clause of Guarantee.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the Installation Services/ work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its own cost, repair, replace or otherwise make good such defect as well as any damage to the Facilities caused by such defect, to the satisfaction of the Employer. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) improper operation or maintenance of the Facilities by the Employer;
- (b) operation of the Facilities outside specifications provided in the Contract; or
- (c) normal wear and tear.

42 Taxes & Duties

- 42.1 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



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be entertained by the UGVCL.

42.2 UGVCL's GSTIN Registration Nos. is as under;

GSTIN: - 24AAACU6551F1ZI

42.3 The bidder shall be liable and responsible for payment of all taxes as attracted under the Provisions of the law.

42.4 "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."

42.5 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.

42.6 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.

42.7 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).

42.8 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.

42.9 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.

42.10 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.

42.11 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



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by the supplier / contractor.

- 42.12 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.
- 42.13 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.

42.14 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

43 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.

44 Taxes, Permits & Licenses

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

INCOME TAX –TDS & GST-TDS

- 44.2 "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."
- 44.3 Applicable welfare Cess amount will be withheld from each bill by UGVCL to ensure the payment of the same to respective Govt. Department by the **Contractor**. Tax will be deducted as per applicable statutory rules. Contractor should quote accordingly i.e. inclusive of welfare cess.
- 44.4 **Welfare Cess:** UGVCL will deduct and directly deposit the Welfare Cess with the Welfare Board, in compliance with the BOCW Act, 1996 and Cess Rules, 1988.

45 Functional & Composite Testing

Following test shall be conducted on equipment after completion of erection in the presence of Engineer-in-charge from point of view of completeness in the presence of UGVCL's Authorized Representative.

- Visual inspection of total system.
- Checking of continuity of power and LT/HT cables.
- Checking of nameplate data of complete system.



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- Verification and measurement of earthing resistance.
- Checking of cable terminations and laying, dressing etc. in the equipment kiosk.
- Checking of safe accessibility of components.
- All the equipment's and materials shall be tested as per the Technical Specifications including GTP and test as per approved Material Quality Plan.

46 Training

Successful bidder shall have to arrange a one-week physical training at their expense covering aspects of erection, O&M, testing & commissioning of RMU, C.T.C., MSP and all other equipments. This training program is to be organized in co-ordination with UGVCL. Complete training materials in soft & hard copy shall be given to participants.

47 As Built Drawings

As Built Drawings are to be prepared and submitted by the contractor duly certified by the Engineer-in-Charge after completion of works. The originals, in good quality transparencies, and three (3) copies of all As-built drawings shall be supplied to the Engineer-in-Charge progressively as sections of the works gets completed. All Drawings shall be submitted within one month after completion of the respective section.

As Built Drawings shall be of A0 -A4 size - (depending upon type of structure or nature of drawing) unless otherwise approved by the Engineer-in-Charge.

48 Payment Terms

- The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on fulfillment by the Contractor of all his liabilities under the Contract.
- UGVCL will not bear any financial implication in case of contractor will supply material higher than compared to UGVCL's requirement.
- UGVCL will not release any amount above the work order amount except Price Variation Amount.
- **Currency of Payment**
All payments under the Contract shall be in Indian Rupees only.
- **Mobilization Advance**
The interest rate applicable on mobilization advance shall be one-year period Marginal Cost of Funds Based Lending Rate (MCLR) of State Bank of India, prevailing on the date of advance payment to the Contractor. The interest rate shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment i.e. on daily rest basis.

Valid Contract Performance Security to furnished by the Contractor as per the Contract and accepted by the UGVCL, shall be a condition precedent for release of the advance and progressive payment. Further, for release of any advance payment, requisite securities including Advance Payment Guarantee, as the case may be, to be furnished by the Contractor as specified in the Contract and accepted by the UGVCL, shall also be a condition precedent. In case, the duration of contract gets extended then the Contractor shall furnish the revised Performance Bank Guarantee equal to 3% of the contract value and valid till 30



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days beyond the scheduled work completion period. The revised Bank Guarantee shall be submitted by the Contractor within 15 days from the date of approval of time extension by the UGVCL.

- **Payment Schedule**

Payment shall be as per contract price schedule agreed based on unit rate. The final price schedule shall be based on approved drawings & BOQ. The Bid BOQ is indicative. Supply & Erection of quantities shall be as per approved Drawings & BOQ.

- **Mode of Payment**

All payments under the Contract (Supply & Erection) shall be made after the issue of certificates by the Engineer in charge and submission of documents mentioned in Terms of Payment within 30 (Thirty) Days; however, **The UGVCL shall be eligible for 0.75% of rebate of invoice value (excluding GST) in the event it makes payment to the Contractor within 10 working days of receipt of invoices complete in all respect for Supply Part only. Payment related rules and regulations / terms for MSME firms will not be applicable to this Turnkey Contract.**

- **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 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 monies due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

- **Terms of Payment**

The owner shall pay to the Contractor as per the terms of payment mentioned hereunder:

Advance payment (Optional):

Under the Contract, initial interest-bearing adjustable Advance of 25% of Contract Price (15% of Supply + 10% of Labour) shall be released in 2 (two) installments each of 12.5% of the Contract Price (7.5% of Supply + 5% of Labour).

First installment of 12.5% of the Contract Price (7.5% of Supply + 5% of Labour) shall be released on presentation of the following:

- a. Signing of Contract Agreement between the UGVCL and the Contractor.
- b. Contractor's detailed invoice.
- c. Submission and acceptance of unconditional & irrevocable part Bank Guarantees (in two (02) equal instalments) in favour of UGVCL with total amounting to 110% of total advance amount as per proforma attached. For release of the 1st installment of advance the Bank Guarantee equal to 110% of 1st Installment amount shall be taken. Once it gets adjusted and the 2nd installment is due for release, the Bank Guarantee for the 2nd instalment equal to 110% of 2nd Installment amount shall be taken. The said Bank Guarantees shall be initially valid up to end of thirty (30) days after the scheduled work completion period and shall be extended from time to time till thirty (30) days beyond revised work completion period if applicable, as may be required under the Contract.
- d. An unconditional & irrevocable Bank Guarantee for three percent (3%) of the total



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Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions and as per proforma attached. The said Bank Guarantees shall be initially valid up to end of thirty (30) days after the scheduled work completion period and shall be extended from time to time till thirty (30) days beyond revised work completion period if applicable, as may be required under the Contract.

- e. The bidder must utilize first advance installment of 12.5% of contract component except taxes before requesting for second advance installment. Second installment of 12.5% shall be released on submission of Contractor's invoice, bank guarantee equal to 110% of the advance installment and satisfactory utilization certificate supported with documentary evidences of first advance installment.

Progressive payment:

Supply Part:

First Installment (60%): Sixty percent (60%) payments for the supply of material under the Contract, against various items in the attached Price Schedule, including 100% GST thereon reimbursable/ payable by UGVCL as per Contract, shall be paid on receipt and acceptance (except sample audit testing) of Plant / equipment / goods / materials on submission of documents indicated herein:

- a. Evidence of dispatch (R/R or receipted L/R)
- b. Contractor's detailed invoice & packing list identifying contents of each shipment.
- c. Invoice certifying payments of GST
- d. Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc. have been made against supply of materials through sub-vendors under the contract.
- e. Manufacturer's/Contractor's guarantee certificate of Quality.
- f. Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. DI shall be issued by authorized officer of Employer
- g. Submission of the certificate by the Employer's representative that the item(s) have been received,
 - a. 60% of proportionate Mobilization Advance against Supply shall be adjusted while making payments of this installment. In case of delay of project, the entire mobilization advance shall get recovered from the Contractor as per supply and erection works completion schedule. Also, up-to date accrued interest shall also be recovered.

Second Installment (35%): Feeder-wise Thirty Five percent (35%) payments for the supply of material under the Contract, against various items in the attached Price Schedule, shall be paid on following conditions and submission of documents indicated herein:

- a. Evidence of dispatch (R/R or receipted L/R)



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- b. Contractor's detailed invoice & packing list identifying contents of each shipment.
- c. Invoice certifying payments of GST
- d. Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc. have been made against supply of materials through sub-vendors under the contract.
- e. Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. DI shall be issued by authorized officer of Employer.
- f. Submission of certificate on measurement book by Project Manager that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved drawings. Feeder wise work will be considered for this part of supply payment.
- g. Test check certification on Measurement Book be recorded by officers in hierarchy with the claim as per policy.
- h. While releasing 2nd installment of 35% supply payment following adjustment shall be made:
 - a. Balance initial mobilization advance shall be adjusted. Also, up-to-date accrued interest shall also be recovered.
 - b. In case of delay of project, the entire mobilization advance shall get recovered at this stage.

Third & Final Installment (5%):

The balance Five percent (5%) of payment against Supply contracts excluding Excise Duty, Taxes etc. shall be reimbursable on successful supply, erection, testing and commissioning of the works in the whole project and issuance of Completion Certificate by the Employer.

- a. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energization of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.
- b. On submission of the certificate by the Engineer-in-Charge that the item(s) have been received, erected, tested and commissioned.
- c. Tagging of asset in GEO URJA module developed by GUVNL Office and certificate thereof issued by Engineer-in-Charge.
- d. Mapping of underground utility assets on PM Gati-Shakti National Master Plan (PMGS-NMP).
- e. Furnishing of performance guarantee of equivalent amount for the guarantee period.

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. Payment of the actual material used and work done will be paid on above basis. In any case, UGVCL will not pay any amount higher than the work order amount.



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The procedure for payment of supply part i.e. MRC and submission of invoice with all relevant documents shall be completed in such a way that, payment can be released within 10 (Ten) days.

ETC Part:

First Installment (95%): Feeder-wise Ninety-Five percent (95%) payments against Erection contracts shall be paid on erection, testing and ready to charge of works of particular Feeder and on submission of relevant documents indicated herein under:

- Feeder wise Material reconciliation statement consisting of the materials utilized for erection, testing & commissioning vis-à-vis erection activity.
- Submission of certificate on measurement book by Engineer-in-Charge that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved drawings.
- Test check certification on Measurement Book be recorded by officers in hierarchy with the claim as per DoP.

While releasing 1st installment of 95% erection payment following adjustment shall be made:

- 100% Mobilization Advance against Erection shall be fully adjusted while making payments of first installment. Also, up-to-date accrued interest shall also be recovered.
- In case of delay of project, the entire mobilization advance shall get recovered from the Contractor as per supply and erection contracts' works completion schedule respectively.

Second and Final Installment (5%):

The balance five percent (5%) of payment against Erection contracts shall be released on successful commissioning of the works in the whole project, issuance of Completion Certificate of the project and asset tagging of the created asset in GIS portal provided by the Nodal agency.

- 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energization of the equipment/ materials at rated voltage as per the Contract and to the satisfaction / approval of the UGVCL.
- On submission of the certificate by the Engineer-in-Charge that the equipment/materials have been erected, tested and commissioned.
- On certification of Engineer-in-Charge for reconciliation of materials and payments and Taking Over Certificate.
- Tagging of asset in GEO URJA module developed by GUVNL Office and certificate thereof issued by Engineer-in-Charge.



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- e. Mapping of underground utility assets on PM Gati-Shakti National Master Plan (PMGS-NMP).
- f. Furnishing of performance guarantee of equivalent amount for the guarantee period.

- **Presentation of Bills**

- Contractor has to submit the invoices with the required documents mentioned above.
- **Feeder-wise RA bill may be submitted for ETC Part** only after completion of all the specified activities for a particular feeder & the work for the other feeders are kept continued simultaneously.
- **The bills of Supply Part** are to be prepared in Quadruplicate and submitted 03 copies to the Executive Engineer, of respective Division, who will in turn process the same and forward it to corporate office through circle office for necessary payment.
- **The bills of ETC Part** are to be prepared in Quadruplicate and submitted 03 copies to the Deputy Engineer, of respective Sub-Division, who will in turn process the same and forward it to corporate office through circle and division office for necessary payment.
- Bills shall be serially numbered.
- The contractor has to submit the final bill within three months from the date of the completion of work along with the material consumption statement, excess / shortage statement and other required data.
- The final bill will be checked at sub division, Division, Circle and forwarded to corporate office for passing and payment as per DOP.
- For non-submission or part submission of above information, no bills shall be processed.
- 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 three 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 order value plus applicable GST will be deducted.

49 Liquidated Damages

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).

For delay, penalty shall be @ 0.5% per Week or part thereof plus applicable tax (if any) applicable subject to ceiling of 10% plus applicable tax (if any) as applicable of the Delayed Project value as mentions in contract (A/T) (End Cost with GST and Cess as applicable) the ceiling shall be with reference to total contract value with GST and Cess as applicable of the project (Survey + Supply + Erection + Civil). For calculating delayed portion, the 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.

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



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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.

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 Majeure Conditions, UGVCL may consider extension of contractual period with or without statutory variations and with or without price variation. During the monsoon period if Municipality Authority or any other local authority denied carrying out Underground cabling work, contractor will not impose any penalty subject to submission of the letter from the Municipal Corporation area / Nagar Palika. 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.

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.

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.

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 three 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 order value plus applicable GST will be deducted.

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. 500.00 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.

50 Force Majeure

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

- 50.1 War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- 50.2 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;
- 50.3 Rebellion, revolution, insurrection, military or usurped power and civil war;



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- 50.4 Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- 50.5 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.
- 50.6 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.
- 50.7 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.
- 50.8 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.

51 Arbitration

- 51.1 **Amicable Settlement:** Any dispute, difference, controversy or claim between the Parties arising out of or relating to this contract with reference to the construction, interpretation, breach, termination or validity thereof (hereinafter referred as "the Dispute") shall, upon the written request of either Party be referred to the authorized representatives of the Disputing Parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute within thirty days of the service of the request.
- 51.2 **Arbitration:** If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of Clause 51.1, arising under or in connection with the present works contracts, whether pertaining to works contracts alone or works and procurement both, the same shall be referred to arbitration under the Gujarat Public Works Contracts Disputes Arbitration Tribunal Act, 1992."
- Reference to the Arbitrator shall be final and binding upon the parties governed by the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time and the Rules made there under. The Arbitration proceedings shall be conducted at Mehsana, Corporate Office of UGVCL or at any such place as the sole Arbitrator may determine. The award of the sole Arbitrator shall be final and binding upon the parties.
- Performance under this contract shall, if reasonably possible, continue during the Arbitration proceedings and no payments due or payable by UGVCL shall be withheld unless they are the subject matter of the Arbitration proceeding.

52 Termination of Contract on Owner's Initiative

- 52.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.
- 52.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works



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acquired under the Contract by the Owner. 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.

- 52.3 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 Owner 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 Owner 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 of the cancellation of the Contract. The decision of the Owner 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 Owner 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.

53 Change of Quantity

- 53.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying GCC and/or Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to the extent of 30% (Thirty Percent) of the contract price by way of suitable amendment to the contract.
- 53.2 The quantities mentioned in Schedule – B are indicative. There are various line items where quantities are zero; however, the said quantities are required for successful completion of project as well as for optimization of project value; then the overall quoted rate is considered. The contractor has to supply and install the said quantities as per quoted rate.
- 53.3 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract, in case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.
- 53.4 As this is an **EPC contract**, engineering work will be done by the Contractor. Responsibility of material will be that of the contractor.

54 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.

55 Safety Code

55.1 General

Contractor shall adhere to the safe construction practice and guard against hazardous and



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unsafe working conditions and shall comply with Owner's safety rules as set forth herein.

55.2 Safety Regulation

- In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expenses arrange for all the safety provisions as per safety code of Indian Standards Institution, the Electricity Act and such other acts as applicable.
- The contractor shall observe and abide by all fire and safety regulations.

55.3 First Aid

- Contractor shall maintain adequate first aid facilities for its employees and labour, an MBBS doctor with assisting nurses and helpers should be available throughout the pendency of the contract.
- Contractor shall make outside arrangements for Ambulance service and for the treatment of injuries. Names of those providing these services shall be furnished to the Owner and their telephone numbers shall be prominently posted in contractor's field office.
- All critical industrial injuries shall be reported promptly to the Owner, and a copy of the contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

55.4 Contractor's Barricades and lighting Arrangement

- Contractor shall erect and maintain barricades required in connection with his operations to guard the excavations and Hoisting Areas. These should be properly lighted during the night.

55.5 Excavation and Trenches

- All trenches 1.2meters or more in depth shall at all times be supplied with at least one ladder for each 50 meters Length or fraction thereof.
- Ladder shall be extended from bottom of the trench to at least one meter above the surface of the ground. The sides of the trenches, which are 1.5 meters in depth, shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

55.6 General Safety

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the contractor shall take adequate steps to ensure proper use of equipment by those concerned. Upon the award of work to the contractor, he will submit to the Engineer-in-Charge, two copies of a construction safety manual to cover onsite safety control for approval and agreement prior to use.

55.7 Cares in Handling Inflammable Gas

The contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable Liquids/paints etc. as required under the law and/ or as advised by the Fire Authorities.

55.8 Preservation of Peace

The contractor shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the work in the event of the Owner requiring the maintenance of a special police force at or in the vicinity of the site during the tenure of works, the expenses



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thereof shall be borne by the contractor and if paid by the Owner, shall be recoverable from the contractor.

55.9 Outbreak of Infectious Disease

The contractor shall remove from his camp such labour and their families who refuse to protective inoculation and vaccination when called upon to do so by the Engineer-in-Charges representative. Should Cholera, Plague or other infectious diseases break out, the contractor shall burn the huts, beddings, clothes and other belonging used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer-in-Charge failing which, within the time specified in the Engineer-in-Charge's requisition, the work may be done by the Owner and the cost thereof recovered from the contractor.

55.10 Use of intoxicants

The unauthorized sale of spirits or other intoxicating beverages upon the work in any of the buildings, encampments or tenements owned, occupied, by or within the control of the contractor, is prohibited and the contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

56 Accidents

The Contractor shall be liable for and shall indemnify the Employer against all losses, expenses or claims arising in connection with the death of or injury to any person employed of the Contractor or his sub-Contractors for the purposes of the Works.

In the event of accident to any person including employees of department on duty damages to property, injury to cattle or other animals or damage / injury of any description to any person or things arising out of the execution of the works, the Contractor shall be held responsible for and make good the same and shall indemnify the department from all claims or expenses on account thereof and if the department has to pay any money in respect thereof sum so paid and the costs incurred by the Department shall be charged to the Contractor as so much money paid to him on account of his contract and the Contractor shall not be at liberty to dispute or question the right of the Department to make such payment for him or on his account notwithstanding the same may have been made without his consent or authority and decision or determination in law or otherwise to the contrary notwithstanding.

57 Liability for Accidents & Damages

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

58 Compliance with Laws

- 58.1 The Contract shall in all respects be interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.
- 58.2 The Contractor shall be fully responsible for deducting the P.F. of the employees / labour Working under him as per statutory regulations and depositing the same with the concerned authorities.
- 58.3 The Contractor shall comply with the relevant laws of India.

59 Compliance of Laws

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



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60 STOP DEAL

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

- 60.1 Has submitted fake, false or forged documents/certificates.
- 60.2 Has revised/withdrawn price bid after opening of Techno: commercial bid, until and unless it is sought for.
- 60.3 Has tampered with the stipulated tendering process.
- 60.4 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.
- 60.5 Has committed breach of contract or has failed to perform a contract or has abandoned the contract.
- 60.6 Has failed to provide suitable expertise for the work as per prescheduled program
- 60.7 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.
- 60.8 Has indulged in construction and erection of defective works.
- 60.9 Has supplied inferior quality / defective materials and refused to replace with stipulated time frame, as specified by the company.
- 60.10 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
- 60.11 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage
- 60.12 Has unauthorized obtained official company information or copies of documents, in relation to the Tender/Contract
- 60.13 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.
- 60.14 Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and
- 60.15 In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing/ blacklisting
- 60.16 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.

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

- 61.1 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.
- 61.2 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,
 - I. No enquiry shall be issued to a firm.
 - II. No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.
- 61.3 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: -



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- 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.
- 61.4 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.
- 61.5 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.
- 61.6 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.
- 61.7 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.
- 61.8 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.
- 61.9 Every bidder should, at the time of submission of bid, give a declaration as per Annexure VIII 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.

62 DISCONTINUATION FOR INSOLVENCY

UGVCL may at any time terminate the Contract by giving Notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In such event, discontinuation will be without compensation to the Contractor, provided that such discontinuation will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to UGVCL.

63 THIRD PARTY INSPECTION OF WORK

UGVCL may assign the work of supervision and inspection to third party for work of contractor's workmanship and quality on 24 x 7 hours' basis. The periodical inspection reports shall be accessed and any defects or poor quality of workmanship has to be got rectified by the contractor



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invariably within stipulated time limit. UGVCL reserves the right of stop payment on non-response of contractor on this issue.

In case, Unit rates for items are not available for suggested changes/revisions/alterations, UGVCL will decide Unit rate for such items with suggested changes/revisions/alterations and it shall be binding to bidder and bidder has to accept the rate decided by UGVCL.

64 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.

65 Subcontracting:

The List of Major Items of Supply and Installation Services and List of Approved Sub-Contractors, specifies major items of supply or services and a list of approved Sub-Contractors against each item, including manufacturers. In so far as no Sub-Contractors are listed against any such item, the Contractor shall prepare a list of Sub-Contractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the UGVCL for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the UGVCL for any of the Sub-Contractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

Any subcontract shall necessarily require prior approval of the UGVCL. The cumulative value of all subcontracts shall be however limited up to 25% of total project value. However, sub-contract for engagement of labour shall not require prior approval of the UGVCL and will not be subject to this maximum limit.

66 Up-front intimation of approved manufacturers and criterion for Fresh Vendor approval:

UGVCL shall up-front intimate list containing name of already approved vendors/manufacturers of various sub-transmission and distribution materials. UGVCL shall up-load the list on their web portal. The turnkey Contractor shall choose one or more than one vendors from the pre-approved lists depending upon capacity and capability of vendors to supply the materials for ROBUST works. No separate approval for vendor shall be required from UGVCL.

Also, normal procedure being followed for empanelment of new vendors shall be uploaded and up-front intimated to all turnkey Contractors. In case turnkey Contractor desires to add new vendor, upfront intimation shall be available on criterion and procedure for selection of vendors.



Save Energy for Benefit of Self and Nation

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

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67 Special condition regarding excess material:

Contractor shall provide to UGVCL extra materials as specified in the Contract Documents, upon Successful Completion of Contract. UGVCL will assess the material at your store and decide the quantum of material for acceptance at UGVCL's discretion. Accepted material shall be credited to nearby UGVCL store at contractor's cost. For all such type of material credited to UGVCL's store, UGVCL will pay only supply amount as per contract. If UGVCL refuses to accept all or part of the Spare Materials, Contractor shall promptly remove them from the Site and no any extra payment will be made to contractor regarding excess material.



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TURNKEY BASED CONTRACT FOR CONVERSION OF OVERHEAD
ELECTRICAL NETWORK IN TO UNDERGROUND CABLE NETWORK UNDER
UGVCL IN GUJARAT STATE UNDER ROBUST-GWFCM

INTEGRITY PACT

OUR COMMITMENT

WE COMMIT OURSELVES TO TRUST, TRANSPARENCY AND SETTING ETHICAL STANDARDS IN IMPLEMENTATION OF VARIOUS WORKS FOR ULTIMATE LONG-TERM BENEFITS FOR SOCIETY. WE ALSO REITERATE OUR COMMITMENT TO DEVELOPMENT TO MUTUAL RESPECT AND BEST PRACTICES FOR SETTING VERY HIGH-QUALITY STANDARDS IN WORKS AND ATTITUDE.

OUR CONDUCT

We abide to accomplish our work with

- Integrity and trust
- Ethics and courtesy
- Transparency and quality.

UGVCL Commitment	Contractor's Commitment
<ul style="list-style-type: none">• To maintain high ethical standards• To ensure transparency in transactions• To ensure to abide by the terms of agreement of contract and to consider the views of parties objectively.• To try to ensure timely payments for work done.• To ensure that no improper demand is made by employees or by anyone on their behalf.• To provide maximum possible help to all contractors/vendors/suppliers and any other party working with us so that the contracted assignment is completed in time. <p>Uttar Gujarat Vij Company Limited</p>	<ul style="list-style-type: none">• Not to bring pressure/recommendation from outside to influence decision.• To abide by general discipline to be maintained in our dealings.• To be prompt and reasonable in fulfilling the terms of agreement of contract and legal obligations.• To ensure high standards are set for quality of work or supplies at lowest possible cost.• Not to use any pressure, threat, intimidation or inducement of any kind of any of the employees.• To be true and honest in furnishing specification and information and make all efforts for completing the contracted assignment well in time. <p>Signature of Contractor</p>
Building ethical Partnership and working Together	

Instructions to Bidder & Conditions of Contract for TENDER NOTICE No:-UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

Signature of Tenderer
Place:

Company's Round Seal
Signature of Tenderer

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Date:



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SECTION 3: APPENDIX

Sr. No.	Appendix Details	Particulars	Remarks
1	Appendix – I	Bank Guarantee Format for Earnest Money Deposit (EMD)	To be submitted with Bid Documents
2	Appendix – II	Bank Guarantee (For Period of Execution of Works)	To be submitted after LOA
3	Appendix – III	Contract Agreement	To be submitted after LOA
4	Appendix – IV	Bank Guarantee (For Guarantee Period)	To be submitted after completion of works
5	Appendix – V	Combined Bank Guarantee (For Period of Execution of works and Guarantee Period)	To be submitted after LOA
6	Appendix – VI	List of Approved Subcontractors (On firm's letter pad)	To be submitted after LOA as well as with Bid Documents
7	Appendix – VII	Bank Guarantee (For Advance Payment)	To be submitted after LOA and to obtain optional initial advance
7	Appendix – VIII	Form of Joint Deed of Undertaking by the Sub-Contractor along with The Contractor	To be submitted after LOA



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APPENDIX - I

E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO.: COMPANY / _____

(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.300/-)

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 _____ 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 shall be valid for 06(six) months from the date of submission of bid for this tender 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 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 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 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 upto and inclusive of _____ (mention here the date of validity of Guarantee) and shall not be terminable by notice 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 COMPANY.

"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,



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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
Authorised Signatory with
Official Round Seal.

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

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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APPENDIX - II

ON STAMP PAPER OF RS.300/-
FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (PBG) towards execution / supply Period as per Commercial Terms and Conditions of 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 beneficiary Company_____(Uttar Gujarat Vij Company Limited) or any officer authorized by it in this behalf any amount up to and not exceeding Rs.____(Amount of Performance Guarantee towards execution/ supply period), (Rupees_____(in words)) to the said _____(Uttar Gujarat Vij Company Limited) on behalf of M/s._____who have entered into a contract for the supply/works specified below:

LOA No._____dated__.

This agreement shall be valid and binding on this Bank up to and inclusive of _____(Date of validity of the Bank Guarantee) 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 Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before_____(Date of validity of the Bank 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:

1. All Nationalized Banks including Public Sector Bank IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

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

Instructions to Bidder & Conditions of Contract for TENDER NOTICE No:-UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

Signature of Tenderer

Place:

Company's Round Seal

Signature of Tenderer

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Date:



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APPENDIX - III AGREEMENT

THIS AGREEMENT made on this ____ day of ____ Two Thousand Eighteen.

BETWEEN

M/s. _____, having Registered Office at _____, India and it
Works at _____ and
represented by Mr. _____ Authorized Person of the **ONE PART.**

AND

Uttar Gujarat Vij Company Ltd, having Registered Office at **Vishnagar Road, Mehsana** and
represented by _____ of the **OTHER PART.**

WHEREAS, the Supplier willingly submitted bids for the Tender No _____
of the Purchaser company for supply of

_____ **as** specified and as
per delivery instructions provided in the Acceptance of Tender (AT) / Letter of Acceptance (LOA)
issued vide No _____ **Dtd.**
_____ by the Purchaser Company at the accepted respective prices or rates
mentioned against the said items / materials.

AND WHEREAS THE PURCHASER Company has accepted the tender of the Supplier for the
supply for the total sum of **Rs.** _____
(_____) *including /
excluding taxes upon the terms and subject to the conditions herein mentioned in the agreement.

AND WHEREAS, a list is made out in the "**SCHEDULE**" hereunder written and all of which said
documents of the Schedule are deemed to form part of this agreement and included in the
expression "**the Supply**" wherever herein used, upon the terms and subject to the conditions
hereinafter mentioned.

**NOW THIS AGREEMENT WITNESSES AS UNDER AND IT IS HEREBY AGREED AND DECLARED
THAT:-**

I) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No.
_____ **as** well as in the form of Acceptance of



TENDER NOTICE No: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

Tender (AT) / Letter of Acceptance (LOA) No. _____ **Dtd.**

_____ which will hold good & valid during the period of this Agreement.

- II) The supplier shall do and perform for all supplies and things in this agreement mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement.
- III) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.
- IV) In respect of the said Tender as per the terms & conditions of this Agreement, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of **Rs** _____ (_____) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- V) Upon breach by the Supplier of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation / risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.
- VI) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving TWO MONTH'S NOTICE IN WRITING without compensating the Supplier.
- VII) This Agreement shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee / Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.
- VIII) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.
- IX) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the Tender Documents.
- X) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general / commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.
- XI) The following is the Schedule forming part of this agreement as provided herein above:



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TENDER NOTICE No: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

SCHEDULE

List of documents:

1. Offer (Bid) of M/s. _____ for Tender No. _____
2. Tender technical specification and GTP.
3. Tender's terms and conditions.
4. LOA NO: _____ Dtd. _____

In witness whereof the parties here to have set their hands and seals this day, month and year first above written.

Place:

Date:

1. Signed, Sealed and delivered by:

For and on behalf of M/s. _____

Authorized Person

In the presence of Name, Full Address & Signature:

i) _____

ii) _____

2. Signed, Sealed and Delivered by:

For and on behalf of **M/s. Uttar Gujarat Vij Company Ltd. (Purchaser),**

UGVCL, Corporate office,

In the presence of Name, Full Address & Signature:

i) _____

ii) _____



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APPENDIX - IV

ON STAMP PAPER OF RS.300/-

FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (PBG) towards Guarantee/ Warranty Period as per commercial terms and conditions of 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 Beneficiary Company _____ (Uttar Gujarat Vij Company Limited) or any officer authorized by it in this behalf any amount up to not exceeding Rs. _____ (Amount of Performance Guarantee towards Guarantee/ Warranty period), (Rupees _____ (in words)) to the said _____

_____ (Uttar Gujarat Vij Company Limited) on behalf of M/s. _____ who have entered into a contract for the supply/works specified below:

P. O. (A/T). No. _____ dated _____.

This agreement shall be valid and binding on this Bank up to and inclusive of _____ (Date of validity of the Bank Guarantee) 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 Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Bank Guarantee), all rights of the 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 Authorised Signatory with Official Round Seal.
--	--

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

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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APPENDIX - V

ON STAMP PAPER OF RS.300/-

FORM OF BANKER'S UNDERTAKING

[Combined Performance Guarantee (PBG) towards Execution /supply Period and Guarantee/ Warranty Period as per commercial terms and conditions of 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 Beneficiary Company (Uttar Gujarat Vij Company Limited) or any officer authorized by it in this behalf any amount up to not exceeding Rs. (Amount of combined Performance Guarantees towards Execution /supply Period and Guarantee/ Warranty Period),

(Rupees (in words)) to the said (Uttar Gujarat Vij Company Limited) 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

(Date of validity of the Bank Guarantee) 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 Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before (Date of validity of the Bank Guarantee), all rights of the 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:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

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



Save Energy for Benefit of Self and Nation

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

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APPENDIX - VI

ON FIRM'S LETTER PAD

FORM OF BANKER'S UNDERTAKING

The following Subcontractors are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the UGVCL of its choice in good time prior to appointing any selected Subcontractor. The Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the UGVCL and their names have been added to this list of Approved Subcontractors.

Item of Facilities	Approved Subcontractors	Nationality

Further, any portion of the contract shall not be subcontracted without the prior approval of the UGVCL. However, such approval shall not be necessary for engaging labour.



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APPENDIX - VII

ON STAMP PAPER OF RS.300/-

FORM OF BANKER'S UNDERTAKING

[BANK GUARANTEE FORM FOR ADVANCE PAYMENT]

Bank Guarantee No.

Date.....

Contract No.....

.....[Name of Contract].....

To: [Name and address of the UGVCL]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(insert date of the Contract)..... between you and M/s (Name of Contractor), having its Principal place of business at (Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project)...

Whereas, in accordance with the terms of the said Contract, the UGVCL has agreed to pay or cause to be paid to the Contractor an Advance Payment in the amount of(Amount in figures and words).....

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee repayment of the said amounts upon the first demand of the UGVCL without cavil or argument in the event that the Contractor fails to commence or fulfill its obligations under the terms of the said Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the said advance payment to the UGVCL.

Provided always that the Bank's obligation shall be limited to an amount equal to the outstanding balance of the advance payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract as evidenced by appropriate payment certificates.



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This Guarantee shall remain in full force from the date upon which the said advance payment is received by the Contractor upto thirty (30) days beyond the date on which the entire advance so advanced along with the interest if any due thereon has been fully adjusted in terms of the Contract i.e., upto of thirty (30) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s. on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period of validity, i.e. upto thirty (30) days beyond the date of Completion of the Facilities by the UGVCL i.e. upto and inclusive of (dd/mm/yy).

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____



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Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) _____ [*value in words*] _____].
2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____.”



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APPENDIX - VIII

ON STAMP PAPER OF RS.300/-

FORM OF JOINT DEED OF UNDERTAKING BY THE SUB-CONTRACTOR ALONGWITH THE CONTRACTOR

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “**Sub-Contractor**” which expression shall include its successors, executors and permitted assigns), and M/s., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “**Bidder**”/”**Contractor**” which expression shall include its successors, executors and permitted assigns) in favour of **XXXX (Name of the UGVCL)** a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at **XXXX (Registered Address of the UGVCL)** (hereinafter called the “**UGVCL**” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “**UGVCL**” invited Bid as per its Specification No.....for **ROBUST works of including installation of RMUs, DTRs, lines, and providing service connections etc.**

AND WHEREAS Clause No., Section, of, Part... forming part of the Bid Documents inter-alia stipulates that the Bidder and/or Sub-Contractor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the quality and timely execution of **ROBUST works** in the event the Bid submitted by the Bidder is accepted by the UGVCL resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the UGVCL vide Proposal No. dated based on tie-up with the **Sub-Contractor** for execution of aforesaid **ROBUST works**.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the UGVCL to the Bidder (hereinafter referred to as the “Contract”) we, the **Sub-Contractor** and the Contractor do hereby declare that we shall be jointly and severally bound unto the **XXXX (Name of the UGVCL)**, for **execution of ROBUST works** in accordance with the Contract Specifications.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the **Sub-Contractor** hereby agrees to depute their representatives from time to time to the UGVCL’s Project site as mutually considered necessary by the UGVCL, Contractor and the **Sub-Contractor** to ensure proper quality, manufacture, testing and supply on FOR destination delivery at site basis and successful performance of **ROBUST works** in accordance with Contract Specifications. Further, if the UGVCL suffers any loss or damage on account of non-performance of the material fully meeting the performance



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guaranteed as per Bid Specification in terms of the contract. We the **Sub-Contractor** and the Contractor jointly and severally undertake to pay such loss or damages to the UGVCL on its demand without any demur.

- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in **xxxxx** (Headquarter of UGVCL) shall have exclusive jurisdiction in all matters arising under the Undertaking.
- 4.0 We, the Bidder/Contractor and **Sub-Contractor** agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this Undertaking shall continue to be enforceable till the UGVCL discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the **Sub-Contractor** and/or the Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For **Sub-Contractor**)

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company

WITNESS

(For Bidder)

Signature

(Signature of the authorized representative)

Name

Name

Office Address

Common Seal of Company



Save Energy for Benefit of Self and Nation

Uttar Gujarat Vij Company Limited

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(A subsidiary of Gujarat Urja Vikas Nigam Limited)

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Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly attested by Notary Public of the place(s) of the respective executant(s), shall be submitted along with the bid.
4. In case the bid is submitted by a Joint Venture (JV) of two or more firms as partners, then the Joint deed of undertaking shall be modified accordingly.



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SECTION 4: ANNEXURE

Sr. No.	Annexure Details	Particulars
1	Annexure – 1	Self-Certificate
2	Annexure – 2	UNDERTAKING IN REGARD TO ANY PENDING CRIMINAL CASE FOR FRAUD OR MISHANDLING OF MATERIAL
3	Annexure – 3	DETAILS OF THE AGENCY
4	Annexure – 4	Work Execution Schedule
5	Annexure – 5	Details of the Experience
6	Annexure – 6	List of Performance Certificate
7	Annexure – 7	Consent of Important Clauses
8	Annexure – 8	Technical & Commercial Deviation (If Any)
9	Annexure – 9	Undertaking in regard to Stop Deal / Black List
10	Annexure – 10	Authorization Letter of Signatory
11	Annexure – 11	Self-Declaration
12	Annexure – 12	Declaration regarding Conflict among bidders
13	Annexure – 13	Format of Power of Attorney of designated Bid Signatory by sole bidder/ lead joint venture member
14	Annexure – 14	Format of Power of Attorney by Each Member/ Partner of The Joint Venture in favour of Lead Member/ Partner
15	Annexure – 15	Format of Joint Deed of Undertaking by the Joint Venture Partners/ Members
16	Annexure - 16	Joint Venture Agreement
17	Annexure - 17	Form for Initial Advance (Optional)
18	Annexure - 18	Consent (GTP, Drawing, Type Test Reports, OEM Authorization and required equipment to carry out works)

Instructions to Bidder & Conditions of Contract for TENDER NOTICE No:-UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

Signature of Tenderer
Place:

Company's Round Seal
Signature of Tenderer

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Date:



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ANNEXURE – 1

Subject: Site survey, designing, engineering, procurement, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning including documentation of all items/material required to complete works for TURNKEY BASED CONTRACT FOR CONVERSION OF EXISTING 11 KV HT LINE NETWORK IN TO UNDER GROUND CABLE NETWORK WITH RING MAIN SYSTEM AT KATHWADA & NARODA INDUSTRIAL OF SABARMATI CIRCLE UNDER UGVCL under ROBUST PHASE II

Tender Notice No. UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

1. The Tenderer should clearly give certificate along with the Technical Bid:
“This is to confirm and certify that the offer submitted by me is strictly in accordance with COMPANY Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. There is no commercial or Technical deviation (except the deviations shown in Annexure of Technical Deviations as per this tender document) in the offer from COMPANY Tender Specification. I undertake to abide by COMPANY Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per COMPANY Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me. I also undertake to abide by all commercial conditions of COMPANY, including delivery schedule.”
2. Any offer without above certificate will not be considered and the tender will be out rightly ignored in the absence of above certificate.
3. After opening of the Tender, if it is found that the offer given by the Tenderer is not according to COMPANY specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then COMPANY will not deal with the firm for the present Tender. It is, therefore requested that the Tenderer should take care in giving their offer and submission of documents, including Type Test certificate.

Additionally, in connection with the above subject and reference I/ We confirm the following:

4. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.
5. I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure of Technical Deviations of this tender document).
6. Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions, our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm

Signature of the Tenderer with Designation



Save Energy for Benefit of Self and Nation

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ANNEXURE – 2

UNDERTAKING IN REGARD TO ANY PENDING CRIMINAL CASE FOR FRAUD OR MISHANDLING OF MATERIAL

Ref: - Tender No: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

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 declare that none of the Proprietors/
Partners/ Directors is not under any criminal investigation for any kind of fraud for theft of material
or/and with handlings the material and any civil and/or criminal case pending for such matter
listed by GUVNL and or any subsidiary companies viz. PGVCL / UGVCL / DGVCL / MGVL / GSECL
/ GETCO for the tendered items and/or work.

Seal of the Firm

Signature of the Tenderer with Designation



Save Energy for Benefit of Self and Nation

Uttar Gujarat Vij Company Limited

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ANNEXURE – 3

DETAILS OF THE AGENCY

These details are necessary to create the database of suppliers

1.	Name of the Bidder	
2	Postal Address	
3	Telephone nos. Fax no. Mobile no:	
4	e-mail address & URL	
5	Type of Company Attach Proof of Company Registration along with a copy of the Partnership Deed/ Article of Association and Memorandum of Understanding	Proprietorship/ Partnership/ Private Limited/ Public Limited
6	Name and designation of the representative of the Bidder to whom all reference shall be made to expedite technical co-ordination.	
7	Office Address	
8	Stores Address where materials issued by DISCOM will be stored	1) 2) 3)
9	Store Documents to be submitted (Rental/ DISCOM)	
10	Office Telephone/Fax no.	
11	Office e-mail address	
12	Permanent Account Number(PAN),	
13	GST Number	
14	PF No.	
15	Electrical Contractor/Labour License No.	
16	Insurance Policy No. and for nos. of Labours in the name of bidder	Policy No. _____ Nos. of Labours Insured in this policy _____
17	Adhaar Card No.(Optional)	

Seal of the Firm

Signature of the Tenderer with Designation

Instructions to Bidder & Conditions of Contract for TENDER NOTICE No:-UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

Signature of Tenderer
Place:

Company's Round Seal
Signature of Tenderer

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Date:



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ANNEXURE - 4

WORK COMPLETION SCHEDULE

Tenderer should furnish their Delivery Schedule of the tendered items in the following table in online / e-tendering only

Approval of drawing / prototype sample, if applicable is to be completed in commencement period only (as indicated by COMPANY in the tender)

Sr. No.	Details of the Items / Equipment Offered with Supply, Installation, Testing, Commissioning as per BOQ	Tenderer's Commencement Period as per tender	Tenderer's Work Completion Period after Commencement period.

Note:

The bid will be rejected if offered delivery is more than the requirement of tender, without going in to further correspondence with bidder.

Seal of the Firm

Signature of the Tenderer with Designation



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ANNEXURE- 5

DETAILS OF THE EXPERIENCE FOR WORKS OF TENDER /SIMILAR TYPE OF TENDER ITEM
IN LAST SEVEN YEARS FROM THE DUE DATE OF TENDER:

Sr No	Order No./Date	Description of Work	Order Amount Rs. In Lakhs	Name of Order placing authority
1	2	3	4	5

Completion date as per order	Date of commencement of work	Date of actual completion of work
6	7	8

Seal of the Firm

Signature of the Tenderer with Designation



Save Energy for Benefit of Self and Nation

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ANNEXURE – 6

LIST OF PERFORMANCE CERTIFICATES

Sr. No.	Name of the Authority by whom certificate is issued	Reference No. & Date	Details of items supplied
1	2	3	4

Seal of the Firm

Signature of the Tenderer with Designation



Save Energy for Benefit of Self and Nation

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ANNEXURE- 7

1	PRICES: [FIRM /VARIABLE]	VARIBALE FOR CABLE & TRANSFORMER OTHERWISE FIRM
2	GST:[In percentage] (If opted for Composition under GST, please mention "C" instead of percentage) (In case different rate of GST applicable on different items, details shall be provided separate annexure) Please quote your GST Registration No.& Date of the location wherefrom Supplier / Contractor intends to supply goods / services)	_____ %
3	PENALTY TERMS OF TENDER AGREED:	YES / NO
4	PERFORMANCE GUARANTEE TO COVER EXECUTION PERIOD (SECURITY) TERMS OF TENDER AGREED:	YES / NO
5	PERFORMANCE GUARNTEE TOCOVER WARRANTY PERIOD TERMS OF TENDER AGREED:	YES / NO
6	Execution Period as per Tender's terms and conditions	YES / NO
7	VALIDITY OF THE OFFER OF TENDER AGREED	YES / NO
8	PAYMENT TERMS OF TENDER AGREED	YES / NO
9	Applicable amount of GST and Welfare Cess is considered as offered in price bid	YES / NO

Seal of the Firm

Signature of the Tenderer with Designation



Save Energy for Benefit of Self and Nation

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**TENDER NOTICE No: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06
ANNEXURE – 08**

TECHNICAL& COMMERCIAL DEVIATIONS, IF ANY, TO BE FURNISHED IN THIS ANNEXURE ONLY

Deviation offered to Chapter No, Clause No. of the tender document	Deviation offered

Seal of the Firm

Signature of the Tenderer with Designation



Save Energy for Benefit of Self and Nation

Uttar Gujarat Vij Company Limited

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(A subsidiary of Gujarat Urja Vikas Nigam Limited)

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ANNEXURE – 09

(UNDERTAKING IN REGARD TO STOP DEAL / BANNED FOR BUSINESS DEALING / BLACK LIST THEREOF).

Sub: Undertaking in regard to Stop Deal / Banned for Business dealing / Black List Thereof.

Ref: Tender No.: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

I / We _____ authorized signatory of
M/S _____ here by certify that M/S
_____ and their proprietor / any partner / any
directors of the firm is not stop deal and/or banned for business dealing and/or black
listed by GUVNL and/or their any subsidiary company viz. GSECL / GETCO / DGVCL /
MGVCL / UGVCL / PGVCL.

Seal of the Firm

Signature of the Tenderer with Designation



Save Energy for Benefit of Self and Nation

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ANNEXURE-10

Subject: Site survey, designing, engineering, procurement, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning including documentation of all items/material required to complete works for TURNKEY BASED CONTRACT FOR CONVERSION OF EXISTING 11 KV HT LINE NETWORK IN TO UNDER GROUND CABLE NETWORK WITH RING MAIN SYSTEM AT KATHWADA & NARODA INDUSTRIAL OF SABARMATI CIRCLE UNDER UGVCL under ROBUST PHASE II

Tender No. UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

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 with Designation



Save Energy for Benefit of Self and Nation

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TENDER NOTICE No: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

ANNEXURE-11

DECLARATION

(Strike off whichever is not applicable)

**This is to declare that Mr. /Ms.____, employee of DISCOM at _____
_____(place), is related to our _____ designation &
name).**

OR

This is to declare that none of the Proprietors/ Partners/ Directors are having any relatives employed or working with DISCOM Gujarat VijCo.Ltd.at any of its offices or its parent Department i.e. Energy & Petrochemicals Dept., Govt. of Gujarat

Seal of the Firm

Signature of the Tenderer with Designation



Save Energy for Benefit of Self and Nation

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ANNEXURE – 12

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

(Duly Notarized) on Rs.300/- Non-Judicial Stamp Paper
(as per tender condition)

I _____ authorized signatory of M/s.
_____ for Tender No.UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06 certify that Mr./Mrs./Ms. _____ is our Company's authorized representative and he/she is employee of our Company/Firm. It is further declared that he/she is not representative/employee of any other Company/Firm.

He/She is authorized for coordination/follow up relating to this tender.

Details of Authorized Representative

Full Name : _____

Designation : _____

Contact Number : _____

Office Address : _____

E-mail ID : _____

Accepted and confirmed the above facts

Specimen Signature : _____

It is certified that signed made by above authorized representative in my presence.

Signature of Authorized signatory : _____

Full Name : _____

Designation : _____

Contact Number : _____

Office Address : _____

E-mail ID : _____

Place : _____

Date : _____

Whether the bidder is a Company or LLP or non-LLP partnership firm or proprietary firm: _____

Corporate Identification Number (CIN) or LLPIN (in case of Company or LLP bidder):

Seal of the Firm

Signature of the Tenderer with Designation



TENDER NOTICE No: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

ANNEXURE- 13

Format of Power of Attorney of designated Bid Signatory by sole bidder/ lead joint venture member

[To be on non-judicial stamp paper of Rupees Three Hundred Only (INR 300/-) or appropriate value as per Stamp Act relevant to place of execution.]

Know all men by these presents, we *[Insert name and address of the registered office of the Lead Consortium Member of the Bidding Consortium/ Sole Bidder]* do hereby constitute, appoint, nominate and authorize Mr./Ms. *[Insert name and residential address]*, who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. **[Tender Details]** for ***[Insert name of Package/ Contract title]*** (the "Project") issued by **UTTAR GUJARAT VIJ COMPANY LIMITED**, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Utility may require us to submit. The aforesaid attorney is further authorized for making representations to Utility, and providing information / responses to Utility, representing us in all matters before Utility, and generally dealing with Utility in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFB.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFB.

Signed by the within named *[Insert the name of the executant company]* **through the hand of Mr./ Mrs.** **duly authorized by the Board/ Owner to issue such Power of Attorney dated this** **day of**

Accepted

..... (Signature of Attorney)

[Insert Name, designation and address of the Attorney]



Save Energy for Benefit of Self and Nation

Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

TENDER NOTICE No: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.... / Owner

1. WITNESS 1.

(Signature)

Name

Designation.....

2. WITNESS 2.

(Signature)

Name

Designation....._

Notes:

- a. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
- c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*



ANNEXURE- 14

Format of Power of Attorney by Each Member/ Partner of The Joint Venture in favour of Lead Member/ Partner

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge, do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge" or "Lead Partner" or "Lead Member" or "Leader") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Request for Bids (RFB)/ Request for Proposals (RFP) No. for Package the bids for which have been invited by (insert name of the UGVCL alongwith address) (hereinafter called the 'UGVCL') to undertake the following acts:

- i) To submit proposal/ Bid and participate in the aforesaid Bidding, against the RFB/ RFP issued of the UGVCL, on behalf of the "Joint Venture".
- ii) To negotiate with the UGVCL the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the UGVCL for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner/ Lead Member) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all and whatsoever the said Attorney/Authorised Representatives/Partner in-charge/ Lead Partner/ Lead Member quotes in the bid, negotiates and signs the Contract with the



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UGVCL and/or proposes to act or acts on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their respective Companies.

for and on behalf of the
Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....
Name
Designation
Occupation
2. Signature.....
Name
Designation
Occupation

Note:

1. For the purpose of executing the power of attorney, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The power of attorney shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed and notarised.



ANNEXURE- 15

Format of Joint Deed of Undertaking by the Joint Venture Partners/ Members

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Request For Bids (RFB)/ Request for Proposal (RFP) No..... for (insert name of the package along with project name) of (insert names of the UGVCL), a Company incorporated under the Companies Act of 1956 having its registered office at(insert registered address of the UGVCL)..... (hereinafter called the "UGVCL").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the UGVCL invited bids as per the above mentioned Package for the design, supply and installation of the Plant as stipulated in the Bidding Documents for (insert name of the package along with project name)

AND WHEREAS as per Section 2/ Section 3 of the Bidding Documents, inter-alia stipulates that a Joint Venture, as specified therein, may bid, provided, the Joint Venture and the partners/ members in/ of the Joint Ventures fulfill all the specified requirements of the Bidding Documents and that, in such a case, the Bid shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

AND WHEREAS the bid is being submitted to the UGVCL vide proposal No..... dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Section 2/ Section 3 of the Bidding Documents, has been signed in accordance with the provisions contained therein.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:



TENDER NOTICE No: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

1. In requirement of the award of the Contract by the UGVCL to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner/ Lead Member/ Authorised Representative/ Partner-in- Charge of the Joint Venture, and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the UGVCL for the successful performance of the Contract and shall be fully responsible for the design, supply and installation of the Plant and for successful performance of the Contract in the event of award and performance of equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the UGVCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the UGVCL, on its demand without any demur. It shall not be necessary or obligatory for the UGVCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the UGVCL can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the UGVCL.
4. The financial liability of the Parties of this Deed of Undertaking to the UGVCL, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in the bid *(to be suitably appended by the Parties alongwith this Undertaking in its bid)* to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any



TENDER NOTICE No: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the UGVCL in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the UGVCL discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of
M/s.....



Save Energy for Benefit of Self and Nation

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Name

(Signature of the authorized
representative)

Designation

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-3
For and on behalf of M/s.
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.



Save Energy for Benefit of Self and Nation

Uttar Gujarat Vij Company Limited

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ANNEXURE- 16

Joint Venture Agreement

(no specified format, bidders to use own format)



Save Energy for Benefit of Self and Nation

Uttar Gujarat Vij Company Limited

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ANNEXURE- 17

Format of Option for Initial Advance (either Interest Bearing Initial Advance or No Initial Advance) and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises

Dear Sir/ Madam,

1. I / We have read the provisions in the Bidding Documents regarding the option for advance payment. Accordingly, we hereby confirm to opt the following:

Interest Bearing Initial Advance Supply of Material Portion: Yes* [] No* []

Supply of Installation Services Portion: Yes^ [] No^ []

(*^ tick ONLY ONE of the selected options)

2. We are furnishing the following details of Statutory Registration Numbers and details of Bank for electronic payment.

1	Name of the Supplier/ Contractor in whose favour payment is to be made	
2	Address with PIN Code and State (Registered Office, Branch Office, Corporate Office)	
3	Status – Company/others [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable]	
4	Permanent Account (PAN) No.	
5	Goods and Services Tax Registration No.	
6	PF Registration No. of the Company	
7	PF Regional Office covered (with Address)	
8	Name of Contact Person	
9	Contact Information (Landline, Mobile, E-Mail)	
10	Bank Details for Electronic Payment	Name of the Bank: Address of Branch: Account No.: Type of Account: [] Saving [] Current
11	9 digit MICR code printed at bottom in middle, next to cheque no	
12	IFSC (for RTGS)/NEFT Code (to be obtained from the Bank) Sample Cancelled Cheque to be enclosed	

We hereby declare that the above information is true and correct and we agree that the payment on account of this Contract, in the event of award, be made in the above account maintained in the above-mentioned Bank

Seal of the Firm

Signature of the Tenderer with Designation

Instructions to Bidder & Conditions of Contract for TENDER NOTICE No:-UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

Signature of Tenderer
Place:

Company's Round Seal
Signature of Tenderer

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Date:



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Annexure – 18

(On your Firm's Letterhead)

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

Sub: Site survey, designing, engineering, procurement, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning including documentation of all items/material required to complete works for TURNKEY BASED CONTRACT FOR CONVERSION OF EXISTING 11 KV HT LINE NETWORK IN TO UNDER GROUND CABLE NETWORK WITH RING MAIN SYSTEM AT KATHWADA & NARODA INDUSTRIAL OF SABARMATI CIRCLE UNDER UGVCL under ROBUST PHASE II

Ref: Tender Notice No: UGVCL/TECH-PROJECT/26-27/ROBUST-GWFCM/HT-UG/FT/06

I / We (Name of Authorized Signature) authorized signatory of (Name of Firm) do hereby confirm and giving our best assurance and consent that; we will submit:

1. Authorization and back-to-back guarantee from OEM for major material utilized under this project.
2. GTP, Drawing and Type Test report.
3. Documentary evidence for own cable fault locator van / kit to identify cable fault location & HDD Machine for push through work. If not, as an alternative, documentary evidence for out-sourced contract service facility with such agency. For the we weill submit MOU (Memorandum of Understanding) with such agency on Rs. 300/- non judicial stamp paper duly signed by respective authorized representative and notarized. The registration and purchase details of equipment along with documentary evidence.

And any other requirement of UGVCL will be submitted within commencement period if we awarded as per terms and condition of Letter of Award.

Thanking You
