

Save Energy for Benefit of Self and Nation



CIN – U40102GJ2003SGC042906

NO : UGVCL/SP/QCC/18-19/Audit Testing/

UTTAR GUJARAT VIJ COMPANY LIMITED
REGD. AND CORP. OFFICE, MEHSANA-384001

TENDER DOCUMENT

For

**Audit Testing of electric line Material being purchased by
UGVCL.**

**GENERAL TERMS & CONDITIONS
OF CONTRACTS**

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GENERAL TERMS AND CONDITIONS OF CONTRACT

Works contract for Testing of material samples provided by UGVCL.

1. Qualifying Criteria:

- 1.1. The lab should have material testing experience of minimum 5 Years.
- 1.2. It should be a Gujarat based NABL accredited material testing laboratory.
- 1.3. Established by Government of Gujarat/ Government of India/ NABL accredited lab working on cooperative base and supported by Government/ Government undertaking power utilities.

2. Scope of the Work: If a Laboratory is to be established in the UGVCL premises.

- 2.1. TESTING AGENCY shall have to arrange all required tools, tackles, manpower and materials for material testing.
- 2.2. TESTING AGENCY shall have to install and commission all necessary testing equipments in UGVCL premises if testing rates are offered for the same. In such case 100% testing shall have to be carried out in the lab of UGVCL premises.
- 2.3. If lab is established in UGVCL premises then necessary space and arrangements will be provided by UGVCL. TESTING AGENCY will operate and maintain the facility including housekeeping and day to day cleanliness.
- 2.4. TESTING AGENCY shall have to maintain testing equipments, tools, tackles and machinery in up to date condition with its required accuracy duly calibrated.
- 2.5. The testing shall be carried out as per the procedure and provision of relevant IS/IEC/ UGVCL's specifications.
- 2.6. UGVCL's conductor/cable length measurement machinery will be calibrated by TESTING AGENCY and TESTING AGENCY will conduct length measurement testing free of cost for UGVCL at Narol RSO. UGVCL will provide cable/conductor drums as per UGVCL's requirement.
- 2.7. Necessary power supply will be provided by UGVCL. TESTING AGENCY will pay the electricity charges for electricity utilized for testing, operations and maintenance of the Lab.

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- 2.8. UGVCL shall not be responsible for any damage to and or loss to machinery, Manpower, Testing Facility / UGVCL's property during testing procedures.
- 2.9. TESTING AGENCY shall be responsible for any damage occurs to UGVCL's property which is in charge of TESTING AGENCY.
- 2.10. TESTING AGENCY will conduct all testing/operation in safe method. All applicable safety norms shall be followed by TESTING AGENCY for testing operations.
- 2.11. TESTING AGENCY will maintain testing facility including small expenditures like replacement of tube light/electric switching etc. However for expenditure of considerable amount TESTING AGENCY may ask UGVCL.
- 2.12. After completion of testing, tested samples shall be handed over to UGVCL in intact condition.
- 2.13. The TESTING AGENCY shall cover all its employees under workmen's compensation fund and under the liability insurance. UGVCL shall not be responsible for any payments of compensation to the workers/supervisor of the contractor for fatal or non-fatal accidents during the pendency of the contract.
- 2.14. TESTING AGENCY will raise the bill once in a month i.e. every 30 days for the items tested in 30 days period.
- 2.15. UGVCL may add any new item for testing or any additional test in existing items after mutual discussion with TESTING AGENCY for that TESTING AGENCY shall have to give rates for the same.
- 2.16. TESTING AGENCY shall have to carry out testing of samples as per priority in FIFO manner. However UGVCL authority may inform TESTING AGENCY for urgent testing if required.
- 2.17. TESTING AGENCY shall have to deploy well qualified and well experienced testing Engineer at Test Lab.
- 2.18. Such testing Engineer must have experience of testing of material of minimum one year.
- 2.19. Samples will be collected and kept with DE, RSO, Narol and TESTING AGENCY shall have to collect audit samples from DE, RSO, Narol.
- 2.20. TESTING AGENCY shall have to intimate the date of testing well in advance to DE, RSO, Narol.

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3. UGVCL's Responsibility - If lab is required to be established in UGVCL premises

- 3.1. UGVCL will provide necessary space for installation of testing equipments and other required infrastructure facility to TESTING AGENCY in UGVCL premises to carry out the tests.
- 3.2. Also will provide security personals to prevent theft of testing equipments, tools and tackles.
- 3.3. UGVCL will provide necessary electric connection to TESTING AGENCY.
- 3.4. UGVCL will arrange water for requirement of testing or general requirement like drinking water, water for cleaning to TESTING AGENCY.
- 3.5. For chemical testing, if required to construct chimney/hood or any type of civil work, it shall be in the scope of UGVCL at the cost of UGVCL.
- 3.6. DE, RSO, Narol (or as decided by UGVCL) will issue samples of material to be tested.
- 3.7. DE, RSO, Narol (or as decided by UGVCL) will intimate the supplier/representatives for witness of test after consultation with TESTING AGENCY.

4. Sample selections and sample size:

- 4.1. The sample shall be selected as decided by UGVCL/ as per the provision of relevant IS by concern RSO Engineer in presence of supplier's representative or without supplier representative but with due written consent of supplier.
- 4.2. UGVCL representative shall witness the sampling process randomly.
- 4.3. UGVCL reserves the right of allotting any of the material covered under the contract of TESTING AGENCY from any of the UGVCL store.
- 4.4. In case of Transformer testing, open terminals are found and not possible to test the sample, then sample shall have to be replaced; new sample shall have to be selected as per the sample selection procedure.

5. Tender Quantity:

- 5.1. The quantity mentioned in the Tender is tentative. It may increase or decrease as per actual requirement.
- 5.2. Payment shall be made only for the actual quantities tested.
- 5.3. UGVCL will issue samples of each material on Daily/ Weekly/ Monthly basis as per UGVCL's requirement.

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6. Submission of material Test reports:

TESTING AGENCY shall have to submit the final test report duly signed by their authority on maximum within three days of tested material (Lot Wise/Supplier wise reporting) by Email (Scan Copy) to cepp@ugvcl.com, ceop@ugvcl.com, acetech@ugvcl.com, acep@ugvcl.com, setech@ugvcl.com, acesbt@ugvcl.com, seqcc@ugvcl.com, denlrso@ugvcl.com and also hard copy by next day to Chief Engineer (P&P), Registered & Corporate Office, Visanagar Road, Mehsana- 384001 and SE, Sabarmati Circle Office, 380005 and DE, RSO, Narol by next day.

7. Progress review meeting:

- 7.1. Weekly progress review audio conference between dealing officers of TESTING AGENCY and UGVCL shall have to be conducted.
- 7.2. Monthly or Quarterly progress review meeting as per requirement will be conducted between UGVCL and TESTING AGENCY.

8. Prices:

The rates shall be inclusive of all taxes except Goods Service Tax. Goods Service Tax as applicable will be paid extra.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & self-certified Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. price) mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer himself. In no case additional amount towards GST or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

The offered prices to be indicated in online mode of tender in the format given (i.e. Schedule-B). The price bid submitted in physical mode shall not be considered.

Every bidder shall inform their GSTIN No. of the registered place(s) wherefrom the bidder intends to supply the goods / a service, meaning thereby the

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bidder has to supply the goods / services from the relevant declared / registered place of supply only.

The Price quoted is firm and shall remain fixed during the performance of the contract and shall not be subject to variation on any account or for change in quantity.

9. Goods and Service Tax:

The prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services within the original contractual delivery period. The amount of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws. GST Laws means IGST Act, GST(Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).

You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to 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. 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.

If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

Supplier/Contractor should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fails to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time.

10. Statutory Variations:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY. Statutory Variation clause shall not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST

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11. Presentation of Bills and Payment:

- 11.1. TESTING AGENCY shall have to submit bill on Monthly bases to Superintending Engineer, UGVCL, Circle Office, Sabarmati, Ahmedabad – 380005.
- 11.2. Payment will be made on monthly basis in form of cheque or through RTGS / NEFT to TESTING AGENCY's desire account within 30 days from receipt of the bill. TESTING AGENCY will submit item wise bill at the end of a month for testing carried out during the month. Bill will be checked by Engineer-in-charge and preceded for payment as per the norms of UGVCL
- 11.3. EE (Tech), Sabarmati Circle Office will scrutinize the bill and then SE, Circle Office, Sabarmati will release the payment, after due audit by account section.

12. Force Majeure:

"D.G.S & D. FORCE MAJEURE CLAUSE"

"If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as event)", then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non-performance 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.

Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Managing Director of the company, which shall be final, all

unused undamaged and acceptable materials bought out components, and stores in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the Purchaser may be deem fit excepting such materials, bought out component and stores as the supplier may with concurrence of the Purchaser elect to retain”.

Due consideration will be given for waiver / levy of penalty (excluding GST already collected and paid to the Govt. treasury thereon) only for the reasons absolutely beyond suppliers control (e.g. Force Majeure conditions as laid down in the DGS & D, Clause reproduced hereunder) for which documentary evidence will have to be provided. The request for extension in delivery giving reasons and supporting documents shall have to be made within one month on completion of the supply only.

The request made after one month on completion of the supply shall not be entertained and rejected out rightly without any correspondence.

13. Period of Contract and Amendment:

- 13.1. The contract period shall be of two Years from the date of issue of the AT.
- 13.2. The contract period and contract value can be amended. The amount of contract can be decreased or it can be increased up to 25% of AT amount without consent of TESTING AGENCY within the contract period. The contract period can be extended for further period and contract value can be enhanced beyond 25% with the consent of TESTING AGENCY after contract period.
- 13.3. QC Cell of UGVCL shall have to process minimum three months advance for any such amendment or new contract.

14. Penalty for Delay :

- 14.1. The item wise time limit for testing of samples and submission of final test report of the material tested duly signed by authority shall be 10 Days from the date of handing over of the samples at testing lab. The detail item wise Annexure: A showing time limit to be submitted by bidder along with offer.
- 14.2. The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the UGVCL.

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- 14.3. If the agency fails to successfully complete the testing including submission of the test report as per above time limit, penalty will be levied a sum specified for each specified period of delay.
- 14.4. Penalty shall be @ 0.5% per Week or part thereof on delayed portion subject to maximum 10% of the Order Value including GST. For calculating the delayed portion, date of issue of samples at Test Lab to date of actual receipt of test report shall be considered.
- 14.5. The testing of materials will be deemed to have been completed only when scan copy of final test report duly signed by the TESTING AGENCY authority is received at least by mail.
- 14.6. In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has caused delay in the testing agency's performance of the Contract.
- 14.7. Regarding reasonableness or otherwise of the extension of time, the decision of the UGVCL shall be final.
- 14.8. In addition, the Contractor shall not be entitled to any claim whether demonstrable or reasonable compensation if such delays have resulted in any increase in cost.
- 14.9. If the order is placed with the approval of the authority other than the Board/Purchase committee of the Board, penalty waiver, if any to be approved by the Board/Purchase Committee.

15. 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.

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