



UGVCL

UTTAR GUJARAT VIJ COMPANY LIMITED

CIN – U40102GJ2003SGC042906,GST No.-24AAACU6551F1ZI



TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080

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

APPENDIX & ANNEXURES

Signature of Tenderer
Place:

Company's Round Seal
Signature of Tenderer

Page 1 of 16
Date:



UTTAR GUJARAT VIJ COMPANY LIMITED

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TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080

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, transferee or agent of beneficiary shall not be entertained by

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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.



UTTAR GUJARAT VIJ COMPANY LIMITED

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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_____(Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company) 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 _____(GUVNL/ subsidiary Company) 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:

<p>Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.</p>	<p>Signature of the Bank's Authorised Signatory with Official Round Seal.</p>
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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.

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APPENDIX - III
AGREEMENT

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

BETWEEN

M/s. _____, **having Registered at**
Office _____

_____, **India and it Works at**
_____ and

represented by **Mr.** _____ **Authorized Person** of the **ONE PART.**

AND

DISCOM 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:-

APPENDIX & ANNEXURES

Signature of Tenderer
Place:

Company’s Round Seal
Signature of Tenderer

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- 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 (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:

APPENDIX & ANNEXURES

Signature of Tenderer
Place:

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TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080
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. DISCOM Gujarat Vij Company Ltd. (Purchaser)**,

DISCOM, Corporate office,

In the presence of Name, Full Address & Signature:

i) _____

ii) _____



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TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080

ANNEXURE

Sr. No.	Annexure Details	Particulars
1	Annexure – I	Self Certificate
2	Annexure – II	Details of the Experience
3	Annexure – III	List of Performance Certificate
4	Annexure – IV	Self Declaration
5	Annexure – V	Declaration regarding Conflict among bidders
6	Annexure – VI	Technical & Commercial Deviation, if any
7	Annexure – VII	Undertaking in regard to Stop Deal / Black List
8	Annexure – VIII	Certificate A



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**TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080
ANNEXURE - I
(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)**

Subject: Tender for _____

Reference: Tender enquiry No.: **UGVCL/PROJECT/ABAD PERI SURVEY/080**
Due on date: / / 201 .

In connection with the above subject and reference I/ We confirm the following:

1. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the conditions of contract and terms.
2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure of Technical Deviations as per clause no. 12.7 of this tender document).
3. Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no. 11 of this tender document), our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm

**Signature of the Authorized
Representatives of the firm**

Date:

Name:

Status:

Name of the Tendering Firm / Agency:



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ANNEXURE- II

**DETAILS OF THE EXPERIENCE FOR SIMILILAR ORDER AS PER TENDER'S REQUIREMENT IN
LAST FIVE YEARS FROM THE DUE DATE OF TENDER:**

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

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



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ANNEXURE - III

LIST OF SATISFACTORY PERFORMANCE CERTIFICATES

(PHOTO COPY/IES OF PERFORMANCE REPORT/S TO BE UPLOADED IN TECHNICAL STAGE OF ONLINE MODE / e-TENDER FORMAT ONLY)

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

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Signature of Tenderer
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ANNEXURE - IV
DECLARATION

(Strike off whichever is not applicable)

This is to declare that Mr. /Ms. _____, employee of UGVCL 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 Uttar 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 Authorized
Representatives of the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:



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**TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080
ANNEXURE - V**

(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. _____ 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 : _____



**TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080
ANNEXURE - VI
(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)**

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

Tender for -----

Tender No: UGVCL/-----

Due On:-



UGVCL

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TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080
ANNEXURE - VII

(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.:

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



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TENDER NOTICE No. UGVCL/PROJECT/ABAD PERI SURVEY/080
ANNEXURE-VIII

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

Tender for _____

Tender No. COMPANY/
Due On:

On Firm's Letter Head

CERTIFICATE - "A"

I / We _____ authorised 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

Place:

Date: