





#### TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084

# 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		







#### TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084 <u>APPENDIX - I</u> E. M. D. BANK GUARANTEE FORMAT

(name & address of the WHEREAS M/s. 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) equipment / Work) for (Name of the material / COMPANY Ltd. and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs.\_\_\_\_\_ (amount of EMD) valid till (mention here date of validity of this Guarantee, which will be 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 addr	ess of th	ie Bra	nch
giving	the	Bank	Guarantee)	having	our	Registere	ed Off	ice	at
				(addre	ss of Bank	's Registe	red Offic	e) her	eby
give this	Bank	Guarantee	No		_ dated _		and here	eby ag	gree
unequivo	cally a	and unconc	litionally to	pay immed	diately on	demand i	n writing	from	the
COMPANY	/ Ltd.	or any Of	ficer author	rized by	it in thi	s behalf	any am	ount	not
exceedin	g Rs.		(amou	unt of E.M	.D.), (Rup	bees			
	-	(in w	ords) to the	said COMP	ANY Ltd.	on behalf o	of the Te	ndere	r.

We \_\_\_\_\_\_ (name of the Bank) also agree that withdrawal of the Tender / Bid / EOI or part thereof by the Tenderer within its validity or Nonsubmission of Security Deposit by the Tenderer within fifteen days from the date of issue of Letter of Acceptance by the Uttar Gujarat Vij Company Limited would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_\_ (mention here the date of validity of 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 APPENDIX & ANNEXURES







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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.







# TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084 <u>APPENDIX - II</u> 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

<u>(GUVNL/ subsidiary</u> 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:

ase Mention here Complete Postal ess of the Bank with Branch Code, Telephone and Fax Nos.Signature of the Bank's Authorised 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.







TEN	DER NOTICE No. UGV <u>APPEND</u> <u>A G R E E</u>	IX - III	IDC SURVEY/084	
THIS AGREEMENT made	on this day of _	Two Th	ousand Eighteen.	
	BETW	EEN		
<u>M/s.</u> Office			, having	Registered at
, India	and	it	Works	at and
represented by <u>Mr.</u>	A	uthorized Pers	on of the ONE PA	
	AN	D		
<b>DISCOM Gujarat Vij Con</b> and represented by <b>OTHER PART.</b>				oad, Mehsana of the
WHEREAS, the Sup	plier willingly su of the		s for the company for	
Acceptance of Tender			very instructions p e (LOA) issue	
rates mentioned against the	by the Purchaser ( e said items / materials		e accepted respec	ctive prices or
AND WHEREAS THE PUI supply for the to		has accepted the second the second seco	ne tender of the S	upplier for the
) *including / excluding tax the agreement.	es upon the terms and	d subject to the	conditions herein	mentioned in
AND WHEREAS, a list is n documents of the Schedu expression " <b>the Supply</b> " hereinafter mentioned.	le are deemed to for	m part of this	agreement and in	ncluded in the
NOW THIS AGREEMENT DECLARED THAT:-	WITNESSES AS U	NDER AND I	T IS HEREBY A	GREED AND







#### TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084

I) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No.

							as well	as	in	the for	m of
Acceptance	of	Tender	(AT)	/	Letter	of	Accept	ance	;	(LOA)	No.
					Dto	d				whic	ch 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:







			TEND	ER NOTICE No. SC	UGVC CHED		JECT/G	IDC S	URVE	(/08	34		
List 1.	of docum Offer		of	M/s					_ fo	or	Tend	er	No.
3. T 4. L In v	ender's te	erms and	cond	ation and GTP. tions. rties here to ha	ave se	et their	hands	<i>Dtd.</i> and	seals	this	day, m	nonth	and
Pla Dat													
1. 5	Signed, Se	aled and	deliv	ered by:									
For	and on be	ehalf of N	//s										
Au	thorized F	Person											
i) _			· · · · · · · · ·	ull Address & Sig		e: -							
	Signed, Se	aled and	Deliv			ompany	/ Ltd. (	Purcl	haser)	,			
DIS	COM, Co	rporate c	office,										
In t i)	he presen	ce of Na	me, F	ull Address & Sig	gnatur	e:							

ii)\_\_\_\_\_







#### TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084

# 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



# TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084 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:







#### TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084 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		







## TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084 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







### TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084 ANNEXURE - IV DECLARATION

(Strike off whichever is not applicable)

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

Date:

Name:

Signature

of

Representatives of the firm

the

Authorized

Status:

Name of the Tendering Firm / Agency:







TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084 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)
authorized signatory of M/s
for Tender No is our Company's
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
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 :
Office Address :

E-mail ID : \_\_\_\_\_

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







#### TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084 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:-







# TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084 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.

Signature of the Tenderer

Seal of the Firm







# TENDER NOTICE No. UGVCL/PROJECT/GIDC SURVEY/084 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: