

# UTTAR GUJARAT VIJ COMPANY LIMITED

CIN - U40102GJ2003SGC042906

Registered Office, Visnagar Road, Mehsana-384001

Web Site : [www.ugvcl.com](http://www.ugvcl.com)

E-mail : [sp2@ugvcl.com](mailto:sp2@ugvcl.com)

Fax: 02762-223574

Phone : 02762-236256

## Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency

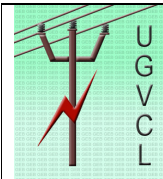
Purchase Requisition No.:- 474182 RFQ. No. N-Procure consolidate Details

The Chief Engineer (P) invites “On line Tenders” (e-tendering) from experienced contractors who has executed work of similar nature successfully who satisfy eligibility criteria for Supply of tendered Item. Tender Papers & Specifications may be **down loaded** from Web site <https://ugvcl.nprocure.com> (For view, down load and on line submission) and UGVCL web site [www.ugvcl.com](http://www.ugvcl.com) (For view & down load only). Tender fee may be paid along with submission of tender in EMD cover, for respective tender. All the relevant documents of tenders to be submitted physically will be received only by Registered Post A.D. or Speed Post super scribing tender cover by UGVCL/SP/II/1094/Hiring Of Professional Agency addressed to **The Chief Engineer (P), UTTAR GUJARAT VIJ COMPANY LTD., Corporate Office, Visnagar Road, Mehsana : 384 001 (NG).** **“NO COURIER SERVICE OR HAND DELIVERY”** will be allowed.

| Sr.No | Description   |
|-------|---|
| 1     | Tender Notice No. <u>UGVCL/SP/II/1094/Hiring Of Professional Agency</u>   |
| 2     | Tender Notice Item <u>Hiring Of Professional Agency for Providing Services Of Unskilled Manpower(I.e Peon,Attendant,Gardner etc.</u>                          |
| 3     | Tender Notice Quantity <b>30 Nos</b>  |
| 4     | Estimated Cost <b>Rs.117.64 Lacs</b>  |
| 5     | Tender Fees (Non Refundable) <b>Rs. 7500/- + Rs.1350 GST = Rs.8850/-</b>  |
| 6     | <b>Ernest Money Deposit Amount in Rs.</b> <b>Rs. 1,20,000.00/-</b>  |
| 7     | Online Preliminary, Technical & Price bid i.e. On line(e-tendering) tender/offer submission last date (This is mandatory) <b>13 .12.2021 up to 18.00 Hrs.</b> |
| 8     | Relevant documents (By Registered Post A.D. or Speed Post only) Physically submission date. <b>On or before date 15.12.2021 up to 18:00 Hrs.</b>              |
| 9     | Date of opening of Tender Fee & EMD Cover Documents Physical as well as online <b>16.12.2021 at 12.00 Hrs.</b>  |
| 10    | Date of opening of Technical Bid Physical as well as online <b>17.12.2021 at 12.00 Hrs.</b>   |
| 11    | Date of On line Opening of Price Bid (Tentative, if possible) <b>24.12.2021 at 12.00 Hrs.</b>   |

- UGVCL GSTIN No. is 24AAACU6551F1ZI
- Every Bidder has to inform their GSTIN No. at the time of payment of applicable fees.

|                        |        |                       |
|------------------------|--------|-----------------------|
| Signature of Tenderer: |        | Company's Round Seal: |
| Date:                  | Place: |                       |



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**Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency**

## IMPORTANT:

(a) All the relevant documents as per requirement of the Tender also to be submitted physically along with the Tender Fee, EMD cover in sealed cover on OR before due date and time. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.

(b) Any deviation found in Data/Details/Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

Further bidders are requested to submit price - bid (Schedule - B) on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on -line submitted price bid will be considered for evaluation.

(c) It is mandatory for all the bidders to submit their tender documents by both forms viz. on-line (e-tendering) and physically in schedule time. If tender documents submitted in only any one form, say either by on line or physically, in that case the same tender will not be considered.

**Note:- Bidders should be in touch with websites <https://ugvcl.nprocure.com> & [www.ugvcl.com](http://www.ugvcl.com) for information regarding revision/corrigendum/Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards and also not publish in newspaper.**

Any technical questions , information & clarification that may be required pertaining to this inquiry should be referred to Chief Engineer (P) ,Uttar Gujarat Vij Company Ltd. Regd. & Corporate Office , Visnagar Road Mehsana -384001

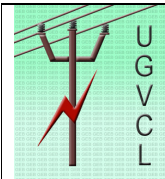
UGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

**Chief Engineer (P)  
UGVCL: RO : Mehsana**

**Download Tender Documents in (PDF Format) which consists of:**

- ☞ Schedule "A"
- ☞ Purchase Agreement
- ☞ Bank Guarantee Performa
- ☞ Terms and Condition
- ☞ General Condition of Tender

|                        |        |                       |
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To view the PDF file please use “Acrobat Reader” software which can be downloaded from “Adobe “website.

### NOTE:

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell

(n) code solutions-A division of GNFC Ltd.,

403, GNFC Infotower, S.G. Road, Bodakdev

Ahmedabad - 380054 ( Gujarat )

Toll Free: 1-800-233-1010 (Ext. 501, 512,516, 517, 525)

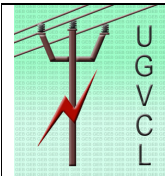
Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533

Email: [nproucre@gnvfc.net](mailto:nproucre@gnvfc.net)

Other terms & conditions are as per tender documents

|                        |        |                       |
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Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency

## SCHEDULE – 'A'

| Sr. No. | Item Name   | Estimated Cost | Period of contract   |
|---------|---|----------------|--|
| 1       | Hiring Of Professional Agency for Providing Services Of Unskilled Manpower(I.e Peon,Attendant,Gardner etc as per UGVCL tender condition | 117.64 Lacs    | The delivery period of contract is 24 Months, Which can be reduced as per sole discretion of UGVCL and increased by the company with mutual agreement. Provide the Manpower within 30 Days of receipt of Letter of Acceptance (LOA). |

This is to clarify that in case of any discrepancy between schedule –A and any other tender documents, the clarifications given in schedule-A shall be applicable for this tender and the tender shall be evaluated in line with the relevant clause of schedule-A.

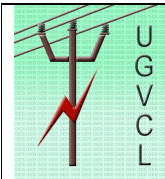
It is to clarify that in case of any discrepancy between physical annexure/documents and online annexure/documents then on-line data will be considered as final data for tender evaluation & competition.

### NOTE: IMPORTANT

#### (Terms & Conditions)

1. You are requested to quote your most competitive rates for Providing Services Of Unskilled Manpower(I.e Peon, Attendant, Gardner etc as per UGVCL tender condition through online e-tendering as per prescribed format.
2. **Guarantee:-**  
The successful tenderer will be required to pay an amount equivalent to 10% of the value of the order as a Guarantee for satisfactory execution of the contract. Such Security Deposit will be payable either in Cash / D.D./BG in favour of the Uttar Gujarat Vij Co. Ltd. on any schedule Bank at Mehsana.  
  
If the full Performance Guarantee towards Execution Period (Security Deposit) amount is not submitted within 15 (Fifteen) days after the receipt of the LOA, then the LOA will be out rightly cancelled at your risk & cost (at the discretion of UGVCL) without entering into any correspondences, and this will be binding on the Tenderer.
3. Please note that since Govt. have implemented GST. You are requested to quote the rates with detail breakup like % of GST Incl. / Excl. / Not applicable etc.
4. Tenderer must submit tender inquiry duly signed by him.
5. Vendor registration certificate is **not necessary** for tendered Item.
6. **Validity:** The rates tendered should be valid for a period of 120 days from the Dt. of opening of tender Technical Bid.

|                        |        |                       |
|------------------------|--------|-----------------------|
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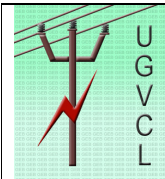
Phone : 02762-236256

## Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency

7. **Tender Fee:** The tender fee as mentioned in above schedule should be paid by way of cash or by Demand Draft in favour of the Uttar Gujarat Vij Co. Ltd. on any schedule Bank in Mehsana which is non-refundable.
8. EMD: EMD as mentioned in above Schedule from suppliers should accompany the tenders, otherwise offers will be ignored. The EMD shall be paid by way of cash or demand draft drawn on any schedule Bank situated at Mehsana in the name of Uttar Gujarat Vij Company Ltd. only.  
  
EMD will be forfeited (i) If the tender, withdraw his offer during the validity of the offer and (ii) the successful tenderer fails to furnish security deposit after receipt of order.  
  
EMD of the unsuccessful tenderer's will be returned within 60 days of placing of the order with the successful Tenderer on furnishing, original receipt of the EMD together with the advanced stamp receipt to an Account officer UGVCL Mehsana.
9. Supplier should quote the rates in online Price Bid as per Schedule "B" with detail price break up with installation only.
10. You have to Submit your GST Registration Certificate along with tender.
11. The tenders without EMD will not be considered.
12. **Period of Contract :** The delivery period of contract is 24 Months, Which can be reduced as per sole discretion of UGVCL and increased by the company with mutual agreement. Provide the Manpower within 30 Days of receipt of Letter of Acceptance (LOA).
13. **Estimated cost is amounted Rs. 117.64 Lacs /-.**
14. Statutory Variation:  
Any statutory increase or decrease in the taxes and duties subsequent to suppliers offer if it takes place within the original contractual delivery date will be to UGVCL 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 UGVCL.
15. Jurisdiction:  
All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e.Mehsana.
16. Submission of Bid Documents:  
Supplier should submit two covers [1] Tender Fee and EMD (cover) [2] Technical Bid (cover). This two cover in one Single Cover with Mentioning Details of Tender.  
  
The Tender Fee and EMD bid (Cover) contains the tender fee and EMD fee, After opening of Tender Fee and EMD Cover, if all documents are found in order, than Technical Bid (Cover ) will be opened for qualifying bidders accordingly.

Technical Bid Cover Contains following Documents:-

|                        |        |                       |
|------------------------|--------|-----------------------|
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**Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency**

Tender Terms and condition, General Condition dully sealed and signed, Bidder registration Certificate, Past order service similar type of order to DISCOM Companies of GUVNL or Any private or Government firm / Private Firm, Firm Details like GST Registration Certificate, Annual Turn Over of last Three Year/ ISO Certification if available / Photo Copy of PAN Card/Income Tax Return of Firm 3 Years ...etc and others document of tender terms and condition and required document of general terms and

Price Bid will be opened for qualifying bidders through online.

**17. DELAYED AND LATE TENDERS:-**

No tender shall be accepted / opened in any case which are received after due date and time of the receipt of tender irrespective of delayed due to postal service or any other reasons and ugvcl shall not assume any responsibility for late receipt of tender / sample. Any correspondence in this matter will not be entertained.

**18. Bidder should clearly mention and accept all terms and condition of tender which quoted against tender.**

**19. Agreement to be executed by Successful Bidder:-**

Successful bidder will have to execute Agreement on Stamp paper of Rs.300/- as per prescribed format with UGVCL authority in line with tender terms.

**20. The Bidders shall specifically note that the quantities of staff are likely to vary as per the actual requirement at that time and payment shall be made on the basis of actual staff provided.**

**21.** Bidders are not allowed to transfer their offer to other firm who have not purchased the tender document nor to the firms who have purchased the tender document.

**22.** Seal and Signature with date at all pages of all documents / Annexure are must. The bid which is not opened due to any reason/s in that case the same will not be returned to the bidder in any case / circumstances.

**23. Conditional Offers shall not be accepted**

- The bidder should have valid PAN No, EPF Registration, GST registration and workman compensation in addition to other statutory compliances. Copy of registration to be submitted.

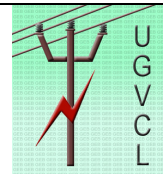
**24 The agencies which are debarred/ blacklisted/ stop deal by any State / Central Government / Public Enterprises will not be eligible for offering the bid.**

**25** Eligible bidders, who are fulfilling criteria, in their own interest, are advised to go through the all terms, conditions and instructions very carefully and only then submit their offer.

**26** Bids submitted after the time and date fixed for receipt of bids as set out in the INVITATION to Bid shall be rejected.

**27 Unlawful Activities :** The contractor shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the Scope of the present General condition of the contract or Not) subversive of the UGVCL's interest failing which appropriate action (legal or otherwise) may be taken against the contractor by the UGVCL, in

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## Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency

accordance with the terms of the present general condition of the contract

### **DETAILS REQUIRED TO BE FURNISHED BY THE BIDDERS**

#### **( Checklist )**

| SRNO   | PARTICULAR   |          |
|--------|--|----------|
| 1      | Whether the Bid submitted is as called for.  | YES / NO |
| 2      | Whether the tender Price Bid is submitted <u>ON LINE</u> only.                           | YES / NO |
| 3      | Whether all pages of Tender Specifications / offer are sealed and signed by the Bidders. | YES / NO |
| 4-a    | Whether the Bidder is registered with UGVCL  | YES / NO |
| 4-b    | In case of yes in above, please furnish following details                                |          |
| 4-b-i  | Registration Letter No. & Date. Enclosed the copy of the same                            |          |
| 4-b-ii | Validity of registration.  |          |
| 5-a    | Whether Tender fee paid  | YES / NO |
| 5-b    | In case of Yes, please furnish details M.R. No. & Date                                   |          |
| 5-c    | Whether EMD paid   | YES / NO |
| 5-d    | In case of Yes, please furnish details (D.D.)  |          |
| 6      | Whether following documents of General terms and condition are submitted                 | YES / NO |
| 6-a    | Human Resources details  | YES / NO |
| 6-b    | Details of experience  | YES / NO |
| 6-c    | Financial capability   | YES / NO |
| 6-d    | Last three years audited annual account  | YES / NO |
| 6-e    | Company's Article Of Association / Partnership deeds                                     | YES / NO |
| 6-f    | Details of Partners / Directors  | YES / NO |
| 6-g    | Board Resolution / P.A. Authorizing Person to sign on behalf of firm                     | YES / NO |

- 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.

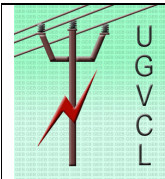
### **28. SUBMISSION OF TENDERS:**

- The Bidders must ensure that all the schedules are completely filled in their tenders and the information called for is given in totality. A set of complete tender 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 tender documents. The bidder's bid and the documents attached there to shall be considered for forming part of the contract documents.
- The outside of the envelope should also indicate clearly the **name of the Bidder and his address**. In addition the left hand corner of the envelope or container should indicate the specification Number and the bid opening date and time.
- The bids will be opened at the time and date set for opening of bids, in the presence of those bidders who are present. Bidder's authorized representatives (up to two persons) may attend the bid opening.
- The UGVCL reserves the right to reject any bid, which is not deposited according to the instructions, stipulated above.

### **29. REJECTION OF TENDER:**

|                        |        |                       |
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- 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 tender not as per the specification will be at the Bidders risk may result in rejection.
- The offer is liable to be out rightly rejected in case the bidding schedules are not filled and if the prices and particulars are not given in format prescribed in the tender documents.
- Further the offer is liable summarily rejected if it contains.
  - a) Deviation and contradictions to the terms and conditions specified in this tender.
  - b) Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.

### **30. SIGNATURE OF BIDDER:**

- 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.
- Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature (s) and designation (s) of the authorized partner (s) or other authorized representative(s).
- Bids by corporation/ company must be signed with the legal name of the corporation/ 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.
- A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.
- Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- The Bidder's name stated on the tender shall be exact legal name of the firm.
- Erasures or other changes in the bid documents shall be over the initials of the person signing the bid.
- Bids not conforming to the above requirements of signing shall be disqualified.

### **31. EFFECT AND VALIDITY OF TENDER:**

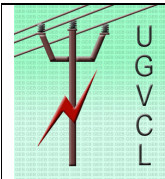
- The submission of any bid connected with these documents and specifications shall constitute an agreement that the bidder shall have no cause of action or claim, against UGVCL for rejection of his bid. The UGVCL shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the UGVCL.
- The bid should be kept valid for a period of 120 DAYS from the date set for opening of Technical bids.
- UGVCL may ask for extension in validity period. The bidder will be at liberty to accept it or not. In case bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee (Submitted against the EMD) suitably.

### **32. SCHEDULE PRICE BID:**

- BIDDER is requested to offer the price in schedule-B. No partial work to be offered and if offered same will not be considered.
- The prices quoted shall be Exclusive of GST and the GST component should be clearly mentioned in the price breakup.
- GST shall be payable as per prevailing rules.
- The quoted price of the tender shall be firmed price.

|                        |        |                       |
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**33.** The bidder must apprise himself of the laws of the land & other local bodies, all other statutory requirements and abide by such laws/rules/ regulations concerning his works. Bidder will have to furnish the undertaking for the same. Any lapse on this account shall give the UGVCL right to penalize the successful bidder on its sole discretion and prosecution for which bidder shall be solely responsible.

**34. Unsatisfactory Performance/ Termination:**

In the event of Contractor not being in a position to execute the contract or any part thereof, to the company's satisfaction, or any other similar reason, the company will be entitled to make alternative arrangements to complete the work at Contractor's costs, risks and responsibility and/or terminate the contract at its sole discretion, and claim damages as deemed fit by the UGVCL.

**35.** In case due to any technical snag at bidders end or at service providers for e-tendering, the bidder could not submit their on line tender in prescribed time limit, UGVCL is not held responsible for the same and in that case UGVCL will not entertained any request/ representation

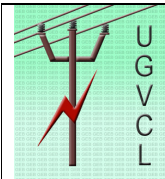
**36. Successful Implementation and Good Performance:**

Any work if specifically not mentioned but reasonably implied for the successful implementation and good performance of the proposed work is deemed to be included and is to be executed within the ordered price.

**37. Filling of bids:**

- (i) Bid must be submitted as per the formats attached / details desired here and all blanks in the TENDER and the annexure of the specifications must be duly filled in one original and one duplicate copy. The completed forms, annexure shall be considered as part of contract documents in the case of successful bid.
- (ii) In the event, the bid is not filled in and not supplied with the supporting documents / information as desired in the TENDER, the owner reserves the right to reject the proposal and to declare the same as non-responsive.
- (iii) No alteration should be made in the form of the TENDER specification and annexure. The bid must comply entirely with the specifications.
- (iv) In the event, the bid does not comply with the TENDER specifications; the owner reserves the right to reject the proposal and to declare the same as non-responsive.
- (v) The bid and all accompanying documents shall be in English language and shall be signed by a responsible and authorized person. The name, designation and authority of signatory shall be stated in the bid.
- (vi) In the event, the bid does not have the name / designation / the authority of signatory (supported by power of attorney / board resolution); the owner reserves the right to reject the proposal and to declare the same as non-responsive.
- (vii) TENDERS should be filled in only with ink or typed. No bid filled in by pencil or otherwise shall be considered and in such event, the owner reserves the right to reject the proposal and to declare the same as non-responsive.
- (viii) All additions, alterations and over writings in the bid must be clearly initialled by the authorized signatory to the bidder; otherwise, the owner reserves the right to reject the proposal and to declare the same as non-responsive.

|                        |        |                       |
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# UTTAR GUJARAT VIJ COMPANY LIMITED

CIN - U40102GJ2003SGC042906

Registered Office, Visnagar Road, Mehsana-384001

Web Site : [www.ugvcl.com](http://www.ugvcl.com)

E-mail : [sp2@ugvcl.com](mailto:sp2@ugvcl.com)

Fax: 02762-223574

Phone : 02762-236256

## Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency

- (ix) The bidder should quote the prices strictly in the manner as indicated herein, failing which bid is liable for rejection. The rate/ prices shall be in words as well as in figures. This must not contain any additions, alterations, overwriting, cuttings or corrections and any other marking.
- (x) In the event, the proposal has any additions, alterations, overwriting, cutting or corrections or any other marking, the owner reserves the right to reject the proposal and to declare the same as non-responsive.
- (xi) UGVCL will not be responsible towards any cost involved in the preparation or submission of the bids, on account of cancellation of TENDER.
- (xii) Each page of offered documents must have a proper page number, Section number; the table of content in the beginning of an offer must be mentioned.
- (xiii) The offer must be duly hard bound.

### **38. Evaluation of Financial Offers:**

The financial offers shall be evaluated to arrive at the lowest price bid. For this purpose, all the bids will be compared based on a total quoted price for the complete package including all applicable taxes and duties. If any bidder has not quoted the prices of any component of price schedule of this TENDER specification, the same will be loaded as per the highest price received under this TENDER for such a component and the evaluation will be made accordingly.

The bidders may note that UGVCL is not bound to accept the lowest financial offer.

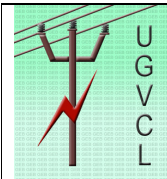
### **39. Award of Contract:**

- i. Notification of award of contract will be made in writing to the successful bidder(s) by the owner.
- ii. The contract will be awarded to the best qualified and the substantially responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and the owner 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 specifications and documents without any major modifications. A major modification is one, which affects in any way the prices, quality, quantity or delivery period of the equipment or which limits in any way the responsibilities or liabilities of the bidder or any rights of the owner as required in these specifications and documents. However, the owner may waive any minor formalities or irregularities in the bid.

### **40. General**

- i. Purchase of a copy of this specification by the bidder is essential for the consideration of his bid. Only one bid will be accepted against each copy of the specification purchased. This specification is not transferable. The cost of specification will not be refunded under any circumstances.
- ii. The bidder shall treat the details of the specification and other bid documents as private and confidential and shall not reproduce without the written authorization of the UGVCL.
- iii. The UGVCL does not bind itself to accept the lowest or any bid or any part of the bid and shall not assign any reason(s) for the rejection of any bid or a part thereof.
- iv. The fact of submission of bid to the UGVCL shall be deemed to constitute an agreement between the bidder and UGVCL whereby such bid shall remain open for acceptance by

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the UGVCL and Bidder shall not have an option to withdraw his offer, impair or derogate the same. If the Bidder is notified during the period of validity of bid that his bid is accepted by the UGVCL, he shall be bound by the terms of agreement constituted by his bid and such acceptance thereof by the UGVCL, until a formal contract of the same bid has been executed between him and the UGVCL in replacement of such agreement.

- v. The successful bidder will have to execute the contract agreement for the proper fulfilment of the contract. In case of ambiguous or contradictory terms and conditions mentioned in the bid, interpretations as may be advantageous to UGVCL may be taken, if satisfactory clarification is not furnished within the prescribed period.
- vi. UGVCL will not be responsible for any cost or expenses incurred by the bidder in connection with preparation or submission of bids.
- vii. Telex, Telegraphic, e-mailed or Fax bids shall not be acceptable.
- viii. UGVCL reserves the right to:
  - Amend the scope of the proposed contract
  - Reject or accept any bid.
  - Cancel the bid process and reject all proposals.
  - Vary the area

UGVCL shall neither be liable for any action nor be under any obligation to inform the bidders of the grounds for any of the above actions.

### **41. DEFINITION OF TERMS:**

**In constructing these general conditions and the annexed specification, the following words shall have the meaning here in assigned to them, unless there is anything in the subject of context in consistent with such construction.**

**The "UGVCL" shall mean the UTTAR Gujarat Vij Co. Ltd. represented by Chairman / Managing Director and shall include their legal personal representative, successors and assignees. The "Customer" or "Owner" or "Purchaser" shall mean "UGVCL".**

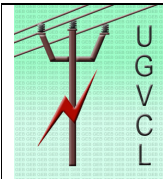
**The "Bidder"/ "Bidder" shall mean and include one or more persons or any firm or any company or body in corporate who has submitted the TENDER in response to "Invitation of TENDER".**

**The "Agency"/ "Vendor"/ "Bidding entity" / Contractor shall mean the bidder who's TENDER has been accepted by the "UGVCL" and shall include the bidder heirs, legal representative, successors and assignees approved by the purchaser.**

**The "Chairman / Managing Director" shall mean the Chairman / Managing Director, UGVCL, Mehsana.**

**The "Engineer" shall mean the Chief Engineer, Additional Chief Engineer, Executive Engineer, Deputy Engineer & Junior Engineer, UGVCL, Mehsana or other Engineer or Officer, for the time being, or from time to time suitably authorized and appointed in writing by the customer to act as engineer or Inspector for the contract. In case where no such engineer has been so appointed, the word "Engineer" shall mean the UGVCL or his suitably authorized representative.**

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**"Works" mean and include the work or works to be done by the contractor under the contract.**

**The "Contract" shall mean and include the following:**

- i) Invitation of TENDER**
- ii) Instructions to bidders (ITT)**
- iii) TENDER form including schedule of prices**
- iv) Earnest Money Deposit (EMD)**
- v) Letter of Intent (LoI) and it's acknowledgement**
- vi) Security Deposit / Bank Guarantee (SBG)**
- vii) Formal Work Order (WO)**
- viii) Guaranteed Test Performance (GTP) and Penalty**
- ix) General Conditions of Contract (GCC)**
- x) Special Instructions**
- xi) Site Conditions,**
- xii) Specification, specific conditions, schedules and annexure.**
- xiii) Addenda that may hereafter be issued by the purchaser to the contractor in the form of letter and covering letters and schedule of prices as agreed between the contractor and the purchaser.**
- xiv) The agreements to be entered as per the general terms & conditions.**

**The "Specification" shall mean the specification (this complete Document); specific conditions annexed to the General Conditions, the contract schedule, and the annexure thereto, if any.**

**The consumer / customer management system is the system for consumers and prospective customers of the DISCOM.**

**The Month shall mean, English calendar month i.e. period of 31/30 days and week shall mean a period of 7 days.**

**The "Site" shall mean the place or places named in the contract and include, where applicable, the lands and buildings upon or in which the works are to be executed.**

**"Letter of Intent" shall mean the customer's letter conveying his acceptance of the TENDER subject to such reservations as may have been stated therein.**

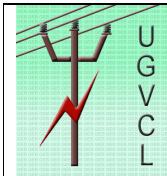
**The "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract purchase or any amendment thereto.**

**Formal work order shall mean the customer's letter which will be issued as a detailed work order containing detailed terms and conditions of the work and such other particulars which the customer may like to convey to the contractor pending execution of a formal written agreement.**

**"Writing" shall include any manuscript type written or printed statement under or over signature or seal as the case may be.**

**The Work "Codes" shall mean the Indian Electricity Act/Electricity Supply act and Indian Electricity Rules and the rules made there under applicable in the State of Gujarat on the date of letter of intent with such special modification**

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thereof as may be specially stipulated by competent State Authorities i.e. Chief Electrical Inspector of Gujarat.

Works importing "PERSON" shall include firms, Companies, Corporations and other bodies, whether incorporated or not.

Words importing the singular only shall also include the plural and vice version where the context requires.

Terms and expressions not herein defined shall have the same meaning as one assigned to them in the Indian Contract Act (Act IX of 1872) and falling that in the General Clause Act, 1897).

Rs. symbol stands for Rupees.

### **42. SECURITY AND PERFORMANCE BANK GUARANTEE /DEPOSIT:**

A Security deposit equivalent to 10% of contract value shall be deposited by the successful bidder within 15 days from date of LOA/LOI in form of DD with the Accounts Officer, Cash Section, R&C Office, UGVCL, Mehsana or in the form of Bank Guarantee from scheduled Bank on non-judicial stamp papers of appropriate value as intimated by UGVCL in the prescribed format addressed to the Additional Chief Engineer (Project), UGVCL, for satisfactory work performance before receipt of the detailed order. This Bank Guarantee (Performance Bank Guarantee) shall remain valid for a period of 25 months from the date of commencement of contract and may have to be extended if desired by the purchaser.

It would be preferred that the bidder furnish the requisite bank guarantee for 13 months periods. The vendor will be required to give extended Bank Guarantee for the period as required under the contract if the contract is extended for further Period.

The above BGs are to be furnished in whole Rupees with validity up-to last day of a required calendar month. Bank commission charges or any other charges, if any, shall be on to the vendor's account.

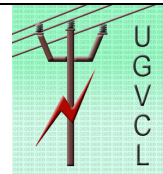
The Bank guarantee must be from any Scheduled Bank in the prescribed Performa given by UGVCL on a Gujarat State Non Judicial Stamp paper of Rs.100/- duly authenticated by a first class Magistrate or Notary Public or directly confirmed by the issuing Banker.

Unless otherwise specifically required to be retained / forfeited by the UGVCL, the security deposit shall be refundable on request of the contractor after three months on completion of the entire work to the satisfaction of the UGVCL.

If the contractor fails or neglect to observe or perform any of his obligations under the contract, it will be lawful for the UGVCL to forfeit either in whole or in part at his absolute discretion, the Security deposit furnished by the contractor.

If the contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the UGVCL shall be entitled to make other arrangements at the risk and expenses of the bidder and the Earnest money deposited by the bidder shall stand forfeited by the UGVCL.

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43. The firm, stop deal or banned for business dealing by GUVNL / its subsidiary Company shall be considered as a stop deal or banned for business dealing for UGVCL also. However, the same shall be at the discretion of UGVCL.

### **44. RULES & REGULATIONS:**

The Agency will also follow the labour regulations and the directions of Government and other authorities enforcing the regulations and comply with any other relevant legislation in force from time to time. The owner reserves the right to place the order for any quantity or extend the TENDER quantity.

### **45. DEDUCTION FROM CONTRACT PRICE:**

All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, 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 fifteen (15) 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 payment due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy the owner of such claims.

### **46. INSURANCE:**

The agency at his cost shall arrange, secure and maintain all insurance as may be pertinent to their scope of works and obligatory in terms of law to protect its interest and interest of the UGVCL against all perils. The form and the limit of such insurance in all cases shall be acceptable to the UGVCL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of agency alone. The agency'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 agency shall be in a joint name of the UGVCL and the agency. The agency shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in a freely convertible currency.

47. **NODAL OFFICER:** To interact between the Supervisory officer and Agency, The AGM (HR) or any other personnel from the UGVCL side will act as a Nodal Officer. Similarly, the agency shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from its side.

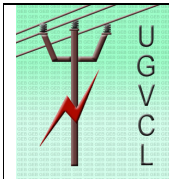
### **48. FALL BACK ARRANGMENT:**

In the event of failure of the agency to fulfill its obligations, duties and responsibilities as per the agreement terms, UGVCL shall inter-alia have the right, at any time to resort to fall back arrangement. Under this plan, UGVCL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the Agency shall pay the difference to UGVCL failing which UGVCL shall have the right to recover the sum through legal or other means.

The UGVCL shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and

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no claim of Agency for compensation in this respect shall be entertained. This provision shall be made in the agreement.

### 49. **GOVERNING LAWS AND JURISDICTION:**

The Indian Law shall govern the agreement. Only appropriate courts in Mehsana shall have exclusive Court Jurisdiction to deal with any matter arising out of or relating to the agreement or otherwise.

### 50. **JURISDICTION FOR LEGAL PROCEEDINGS:**

The contract shall be governed by the laws of India, for the time being, in force and be subject to the court of competent jurisdiction at Mehsana (GUJARAT) INDIA. All disputes, differences questions whatsoever arising between the UGVCL and the agency upon or in relation to or in connection with the contracts shall be deemed to have arisen at Mehsana only and no court other than court at Mehsana, Gujarat shall have jurisdiction to entertain or try the same.

### 51. **SETTLEMENT OF DISPUTES:**

In any time any question, dispute or difference what so ever which may arise between the UGVCL and the agency, the same shall be decided by the CMD/ MD, UGVCL, Mehsana or by the settlement committee constituted by him and shall be final and binding on both the parties.

### 52. **CONDUCT OF AGENCY'S STAFF:**

If any of the Agency's employees shall be in the opinion of UGVCL is guilty of any misconduct or incompetence or negligence, then if so directed by UGVCL, the Agency shall at once remove such an employee and replace him by a qualified and competent substitute. It is being clarified that the vendor will have to deploy its manpower who will be having the highest degree of integrity and will at no time keep data / database / corporate information under their possession. While attending to the IT complaints, the vendor's personnel will not access any data residing on the machine / any equipment.

### 53. **FORCE MAJEURE CONDITIONS:**

Due consideration will be given for waiver/levy of penalty 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.

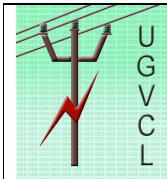
The request for extension in delivery giving reasons and supporting documents shall have to be made within one month on completion of the supply only.

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

No request for waiver/levy of penalty will be entertained /reviewed during execution of order.

"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

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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 Contractor at a price to be fixed by the Managing Director of the UGVCL, which shall be final, all unused undamaged and acceptable materials brought out components, and stores in course of manufacture in the possession of the Contractor at the time of such termination or such portion thereof as the Purchaser may be deem fit excepting such materials, brought out component and stores as the contractor may with concurrence of the Purchaser elect to retain".

### 54. **CONTRACTOR'S DEFAULT:**

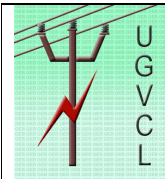
- I. If the contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the nodal officer/ representative of UGVCL in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the contractor make good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such a case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the contractor may have neglected to do or if the owner shall think fit, it shall be lawful for him without prejudice to any other right he may have under the contract, to take the works wholly or in part out of the contractor's hands and re - contract with any other person or persons complete the works or any part thereof and in that event the owner shall have free use of all contractor's equipment that may have been at the time on the site in connection with the works without being responsible to the contractor over the same, and the owner shall be entitled to retain and apply any balance, which may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of an excess amount shall be independent of the liquidated damages for delay, which the contractor shall have to pay if the completion of works is delayed.
- II. In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including the guarantee period.

### 55. **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).

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## **57. TERMS OF PAYMENT:**

- a. The contractor shall submit the monthly invoice within a first week of the next month, to the Customer Care Center In charge. The payment will be verified by the In-charge officer /Nodal officer (HR), UGVCL, Mehsana. The contractor would be required to fulfil the terms and conditions of the provision of EPF & Misc., Provision Act 1952 and employees provident Fund Scheme 1952 in respect of Agents / supervisors engaged by him for performing the works of UGVCL. Each bill claim of the contractor should accompany the following information:
- b. List showing the detail of Agents / supervisors engaged.
- c. Duration of their engagement.
- d. Amount of EPF contribution (both employer & employees contribution) for a duration of engagement in question, paid to the EPF authorities.
- e. Copies of authenticated documents of payments of such a contribution to EPF authorities, if any.
- f. Declaration from the contractor regarding compliance of conditions of EPF Act-1952.
- g. Income tax will be deducted from bills at prevailing rates.
- h. The contractor shall mention, in each bill, the rate and amount of GST and other taxes/levies, if any, charged in the bill.
- i. The payment shall be released on or within 30 days from the date of receipt of verified invoices / challan on Account section. The payment shall be made only after a successful Customer Care Centre operation certificate from the Nodal officer, HR UGVCL, Mehsana. The original copy of the certificate will have to be submitted along with the invoice for release of payment.
- j. If the said reports and services are not provided in time then it shall be construed that the services related to that period was not provided satisfactorily by the vendor and necessary LD / penalties shall be imposed or the balance payment for that period shall not be released.

## **58. SUSPENSIONS OF WORKS:**

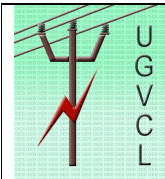
The purchaser shall not be liable to pay the contractor any compensation whatsoever arising from suspension or for idle labour.

## **59. DEATH BANKRUPTCY ETC.:**

If the contractor shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on hits, business under a receiver, the executors successors, or other representatives in law of the state of the contractor or any such receiver,. Liquidator, or any persons to whom to the contract may become vested shall Forth with given notice thereof in writing to the purchaser and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the contract subject to his or their providing such as guarantee as may be required by the purchaser but not exceeding the value of the work, for the time being, remaining to relieve unexecuted provided. However, that nothing above said shall be deemed to relieve the contractor or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven (7) days only. Provided that, should the above option be not exercised, the contract may by terminated by the purchaser by notice in writing to the contractor and the same power and provisions reserved to the purchaser in the event of taking the work out of the contractor's hand's shall immediately become operative.

Change of the name of the bidder / supplier at any stage after TENDER, the purchaser shall deal with the contractor only in the name and at the address under which he has submitted the TENDER. All the liabilities/responsibilities for due execution of the contract and if in

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circumstances he shall be relieved of any obligation under the contract. The purchaser may, however, at his description deal with Agents / Representatives / Distributors / Manufacturers / Associates Principals / Sister Concerns and such dealing shall not absolve the supplier(s) from his responsibilities/obligations/liabilities so the purchaser under the contract. Any change/alteration of name/constitution/organization of the supplier shall be duly notified to the purchaser, and the purchaser reserves the right to determine, the contract, in case of any such notification in the event of such a determination the purchaser may affect the purchase of the material not supplied from elsewhere at the risk and cost of the bidder /supplier.

### **60. FAILURE TO EXECUTE THE CONTRACT:**

Contractor failing to execute the order placed on them to the satisfaction of the UGVCL under terms and conditions set forth therein, will be liable to make good the loss sustained by the UGVCL, consequent on the placing of fresh orders elsewhere at a higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of liquidated damages and forfeiture of the security deposit.

### **61. NON- ASSIGNMENT:**

The supplier shall not assign or transfer the contract or any part thereof to any agency/ personal during the contract period.

### **62. EFFECTING RECOVERIES:**

Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Security & Performance Deposit/ Guarantees held and or any other amount due to the supplier from the UGVCL from this Contract as well as from other contracts.

### **63. ACCEPTANCE OF CONTRACT:**

The successful bidder will be forwarded three sets of work order, two of which will be signed (each page) by him/his authorized representative in token of his accepting the contract and returned to the authority placing the order within 15 days of its issue, failing which, his EMD is liable to be forfeited.

### **64. LIQUIDATED DAMAGES AND PENALTY:**

The following penalties shall be applicable.

The contractor shall ensure to arrange for a suitable person(s) against the absence of hired persons. In case the number of hired person by the successful bidder is shorter than the agreed number, a penalty of Rs. 750/- per person per day, in addition to non-payment of charges for the period of absence on pro-rata basis for the month, will be levied. This includes the short absence of hired person from duty. This shall be evaluated by the concern UGVCL authority.

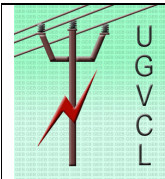
In case the contractor fails to provide the quality of service, penalty as mentioned below will be imposed. Quality of service will be defined for every month, based on working performance of hired person.

### **65. Extension of Time Limit:**

If the UGVCL shall desire an extension of work order then it will be decided on mutual understanding basis between both parties, UGVCL and Contractor. The final decision of work order extension will be taken by competent authority of UGVCL for reasonable time period.

|                        |        |                       |
|------------------------|--------|-----------------------|
| Signature of Tenderer: |        | Company's Round Seal: |
| Date:                  | Place: |                       |





# UTTAR GUJARAT VIJ COMPANY LIMITED

CIN - U40102GJ2003SGC042906

Registered Office, Visnagar Road, Mehsana-384001

Web Site : [www.ugvcl.com](http://www.ugvcl.com)

E-mail : [sp2@ugvcl.com](mailto:sp2@ugvcl.com)

Fax: 02762-223574

Phone : 02762-236256

## Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency

Work order extension will be given with same rate and conditions of existing work order in case of none finalization of New Work order – tender process to carry out smooth & continuous operation of customer for 24 X 7 X 365 days.

### **66. Conflict of Interest among Bidders/ Agents:-**

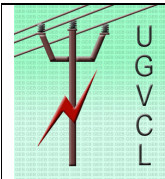
A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered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

- a) they have proprietor/ partner(s)/ Director(s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/ agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.
- f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise 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 for particular quoted item, as below on Rs.300/ Stamp Paper Duly Notarized.

|                        |        |                       |
|------------------------|--------|-----------------------|
| Signature of Tenderer: |        | Company's Round Seal: |
| Date:                  | Place: |                       |





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**Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency**

[ on Rs.300/ Stamp Paper Duly Notarized ]

-We hereby confirm that we read and understand the clause no.41 of schedule-A of Tender No. **UGVCL/SP/II/1094/Hiring Of Professional Agency**

We hereby declare that our firm \_\_\_\_\_ shall not have conflict of interest with other bidders for quoted tender item Hiring Of Professional Agency for providing services of Unskilled Manpower (i.e Peon, Attendant, Gardner etc.)

67. The bidder must submit an undertaking on its letter head that it has not been blacklisted by any State / Central Government / Public Enterprises. This undertaking should be on Non Judicial Stamp Paper of appropriate value.

#### 68. **Requisite Man-power:**

The bidder must have the capacity to provide required Man-power for carrying out the operation of Customer Care Centre services as required in the scope of work.

Bidder shall furnish a brief write-up on the facility of Man-power, available with him that are generally used in facility management. **The bidder should confirm on non-judicial stamp paper that he will own or have assured accessto [through permanent appointment or temporary appointment on contract basis, or other legitimate means] enough Man-power adequate for smooth execution of all activities of the proposed work.** In case of non-furnishing of requisite undertaking along with the bid will be considered as non-responsive proposal.

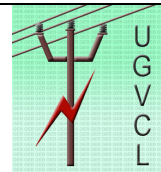
69 **All the statutory provisions applicable tender labour laws should be followed by Agency. Number of manpower and rate of minimum wages may vary as per requirement of company and minimum wages act.**

#### 70. **Annexure 1: GENERAL PROFILE OF THE BIDDER**

Kindly attach a copy of latest RoC for all the members of the consortium to substantiate the information furnished against general profile of the bidder.

| Details   | Responses |
|---|-----------|
| Full legal name of the bidder   |           |
| Year of establishment   |           |
| Registered Office Address   |           |
| Address Correspondence  |           |
| Telegraphic Address   |           |
| Authorized person(s) to be contacted  |           |
| Telephone number(s)   |           |
| Email id  |           |
| Fax number  |           |
| Names and Addresses of the Proprietors/ Partners / Consortium Members         |           |
| Type of the firm Private limited / Public limited / Government sector /other. |           |

|                        |        |                       |
|------------------------|--------|-----------------------|
| Signature of Tenderer: |        | Company's Round Seal: |
| Date:                  | Place: |                       |

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**Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency**

|   |  |
|---|--|
| Whether registered under companies act or any other act |  |
| Registration Number & Date.                             |  |

**Annexure 2: COLLABORATION/CONSORTIUM/JV DETAILS:**

| <b>Particulars</b>  | <b>Responses</b> |
|---|------------------|
| Details of collaboration or consortium arrangement envisaged, if any, with a copy of agreement on non-judicial stamp paper of appropriate value |                  |
| Name of the lead member   |                  |
| Name & address of Collaborators, Licensers or Consortium or consortium Member   |                  |
| Period of collaboration envisaged   |                  |
| Details of involvement and responsibility of Collaborator or each consortium member.  |                  |

**Annexure 3: FINANCIAL DETAILS**

| <b>Sr. No</b> | <b>Particulars</b>                    | <b>Response</b> |
|---------------|---------------------------------------|-----------------|
| <b>1</b>      | <b>Turnover FY 19 -20 in INR</b>      |                 |
| <b>2</b>      | <b>Turnover FY 18 -19 in INR</b>      |                 |
| <b>3</b>      | <b>Turnover FY 17 -18 in INR</b>      |                 |
| <b>4</b>      | <b>Total Turnover 17 to 20 in INR</b> |                 |

**Enclose audited Balance Sheet of the aforementioned FYs  
Enclose certificate from the CA.**

**Annexure 4: EXPERIENCE SUMMARY**

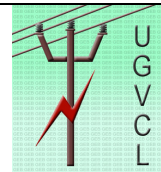
| <b>Particulars</b>  | <b>Experience</b>                  |
|---|------------------------------------|
| Give detailed write-up on experience / order executed, with supporting papers like the work order, completion certificate, performance certificates | Write the name of the clients here |
| Enclose copies of order so executed / orders in hand.   |                                    |

**(Schedule of Deviation)**

- (i) If the bidder has any deviations, such as deviations may or may not be accepted on its merit subject to financial and technical implications.
- (ii) The bid must include a separate statement indicating all deviations from the bid documents as per format enclosed at Schedule 1.
- (iii) All such deviations must be clearly mentioned in Schedule of Deviation.
- (iv) The bidder has to submit clause – by clause compliance in the following template.

**Table: Template for clause by clause compliance statement**

|                        |        |                       |
|------------------------|--------|-----------------------|
| Signature of Tenderer: |        | Company's Round Seal: |
| Date:                  | Place: |                       |

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| Clause No | Sub Clause No | Page No | Clause Details | Compliance status |    |                    |
|-----------|---------------|---------|----------------|-------------------|----|--------------------|
|           |               |         |                | Yes               | No | Alternate proposal |
|           |               |         |                |                   |    |                    |
|           |               |         |                |                   |    |                    |

**Schedule: 3(Checklist)****DETAILS REQUIRED TO BE FURNISHED BY THE BIDDERS**

| SRNO   | PARTICULAR   |          |
|--------|--|----------|
| 1      | Whether the Bid submitted is as called for.  | YES / NO |
| 2      | Whether the tender Price Bid is submitted <u>ON LINE</u> only.                           | YES / NO |
| 3      | Whether all pages of Tender Specifications / offer are sealed and signed by the Bidders. | YES / NO |
| 4-a    | Whether the Bidder is registered with UGVCL  | YES / NO |
| 4-b    | In case of yes in above, please furnish following details                                |          |
| 4-b-i  | Registration Letter No. & Date. Enclosed the copy of the same                            |          |
| 4-b-ii | Validity of registration.  |          |
| 5-a    | Whether Tender fee paid  | YES / NO |
| 5-b    | In case of Yes, please furnish details M.R. No. & Date                                   |          |
| 5-c    | Whether EMD paid   | YES / NO |
| 5-d    | In case of Yes, please furnish details (D.D.)  |          |
| 6      | Whether following documents of General terms and condition are submitted                 | YES / NO |
| 6-a    | Human Resources details  | YES / NO |
| 6-b    | Details of experience  | YES / NO |
| 6-c    | Financial capability   | YES / NO |
| 6-d    | Last three years audited annual account  | YES / NO |
| 6-e    | Company's Article Of Association / Partnership deeds                                     | YES / NO |
| 6-f    | Details of Partners / Directors  | YES / NO |
| 6-g    | Board Resolution / P.A. Authorizing Person to sign on behalf of firm                     | YES / NO |

**ANNEXURE****INTGRITY PACT OUR ENDEAVOUR****Date:**

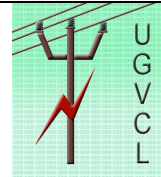
|   | UGVCL's COMMITMENT   |   | PARTY's COMMITMENT   |
|---|--|---|--|
| • | To maintain the highest ethical standards in business and professional | • | Not to bring pressure recommendations from outside UGVCL to influence its decision                   |
| • | Ensure maximum transparency to the satisfaction of stakeholders        | • | Not to use intimidation, threat, inducement or pressure of any kind on UGVCL or any of its employees |

Signature of Tenderer:

Date:

Place:

Company's Round Seal:



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## Tender Notice No.UGVCL/SP/II/1094/Hiring of Professional Agency

|   |  |   |  |
|---|--|---|--|
|   |  |   | under any circumstances  |
| • | To ensure to fulfill the terms of agreement/contract and to consider objectively the viewpoint of parties  | • | To be prompt and reasonable in fulfilling the contract, agreement, legal obligations   |
| • | To ensure regular and timely release of payment on due dates for work done   | • | To provide goods and/or services timely as per agreed quality and specification at minimum cost to UGVCL   |
| • | To ensure that no improper demand is made by employees or by anyone on our behalf  | • | To abide by the general discipline to be maintained in our dealings  |
| • | To give maximum possible assistance to all the vendors / Suppliers / Service Providers and other to enable them to complete the contract in time   | • | To be true and honest in furnishing information  |
| • | To provide all information to supplier/contractors relating to contract/job which facilitate him to complete the contract/job successfully in time | • | Not to divulge any information, business details available during the course of business relationship to others without written consent of UGVCL |
| • | To ensure minimum hurdles to vendors /suppliers / contractors in completion of agreement /contract /work order                                     | • | Not to enter into carter/ syndicate /understanding whether formal/non formal so as to influence the price  |

**(Seal & Signature)**

**UGVCL's authority Signatory**

**Name:**

**Designation:**

**(Seal & Signature)**

**Party's authority Signatory**

**Name:**

**Designation:**

|                        |        |                       |
|------------------------|--------|-----------------------|
| Signature of Tenderer: |        | Company's Round Seal: |
| Date:                  | Place: |                       |