

**“Save Energy for Benefit of Self and Nation”**



CIN – U40102GJ2003SGC042906 GST : 24AAACU6551F1ZI

PR : 453331 RFQ : 63934

Sr.NO	Particulars	Description
1	Tender For	Work of Repairing of transformer fencing, provide new earthing to fencing and provide paver block to transformer center for various sdn. under Mehsana DO
2	Estimated Cost	Rs. 498704.85
3	Earnest Money Deposit	5000.00
4	Last date for physical submission of tender fee (DD) & EMD (DD) payable to UGVCL Mehsana (NG) and other documents by RPAD/Speed Post only	<b>On or before date 14.07.2021 Up to 18.00 Hrs</b>
5	Date & Time of Opening of Tender (Price Bid)	<b>Date: 15.07.2021 up to 12.00 Hrs</b>
6	Tender Fee	590.00
7	Time Limit	One Year
8	Tender No	059/2021

**:: To be filled in by the Tenderer ::**

1) Tender Fee paid DD NO : \_\_\_\_\_ DTD : \_\_\_\_\_ Bank & Branch : \_\_\_\_\_

2) EMD paid DD NO : \_\_\_\_\_ DTD : \_\_\_\_\_ Bank & Branch : \_\_\_\_\_

Seal and Signature of Contractor

UGVCL Circle Office, Visnagar Road, Meshana-384001 (North Gujarat)

Telephone: (02762)222423

Website: [www.ugvcl.com](http://www.ugvcl.com)

**The contractor will have to give the following undertaking on letter pad with seal:**

1. If this tender be accepted, I/we hereby agree to abide by and fulfill all the terms and provision of the Tender and contract of works as applicable and in default thereof to forfeit and pay to the Company the sum of money due.
2. The value of EMD paid herewith should be absolutely forfeited to the company, if I/We not deposit the full amount of specified security deposit, within specified time limit.
3. The contractor shall co-operate with the Company in recording measurement etc. as expeditiously as possible. He shall fulfill all the requirements which are necessary to finalize his outstanding bills within one month from the date of completion of work, failing which the Company shall finalize the account on the basis of its records and pay him such amount. The amount of security deposit if any remaining payable to him after deducting there from the amount due by him to the Company's for shortages of materials, rectification, incomplete work, etc and the Company shall not entertain any further claim from him thereafter.
4. The competent authority can delete any item in schedule “B” in the tender, if he feels that the rate quoted by the contractor for that item is abnormally high when compared to the estimated rate.
5. In case of any dispute, EE/SE will be the final authority for deciding the same and his decision will be final and binding on the contractor and Department and no further appeal will be entertained.
6. The contractor will have to see that safety equipments are used by his labours, while working on the line, equipment etc. of the Company and contractor will be responsible for any accidents.
7. The contractor will have to under taken responsibility of accidents etc. for his persons working on the line and same will be on notarized stamped paper of Rs.300/- or the appropriate value (if revised by Gove). The cost of stamped will be borne by contractor.
8. The contractors will have to take insurance of suitable amount for his labours.
9. Contractors should be carried out the work under supervision of UGVCL.
10. The Company does not bind itself to accept the lowest or any tender neither with any reason be assigned for the rejection it is also not binding on the company to disclose any analysis reports on the tender.
11. Any bidder, who does not comply the above requirements, is liable to be rejected.

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**Important instructions for submitting the Tender**

- 1.0 Superintending Engineer, Circle Office, Mehsana has invited Tender for Labour charges for **Work of Repairing of transformer fencing, provide new earthing to fencing and provide paver block to transformer center for various sdn. under Mehsana DO** from the contractors / firms who have executed works of similar nature and magnitude successfully and who are registered under appropriate class.
- 2.0 **Physical submission of Tender documents shall be in two parts system i.e. (1) EMD and Tender fee cover and (2) Technical Bid cover.**

**PRE - QUALIFYING CRITERIA**

Qualification of bidder will be based on meeting the criteria as specified in Pre-qualifying criteria Part-A and Pre-qualifying criteria Part-B as demonstrated by the Bidder's responses in the corresponding Bid Schedules. Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an Indian individual firm only. Joint Venture firms are not allowed.

Notwithstanding anything stated herein above, the UGVCL reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the UGVCL. The UGVCL reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

**Pre-qualification criteria**

**Part-A - Technical**

- A. Experience certificate and satisfactory work completion certificate showing quantity and amount executed in each work order required for **supply and labor work of M.S. chain link fencing for transformer center work only** by authorized officer of Distribution Company (Not below the rank of Executive Engineer) as shown below.
  - a. The bidder must have successfully erected, tested & commissioned **M.S. chain link fencing for transformer center** (as the case may be in bid) in a single contract in last 3 years as on the date of bid opening, having installation of at least 80% of M.S. Chain link Fencing Quantity of bid quantity in single contract with satisfactory operation for at least one (1) year as on date of opening of Bid.

**OR**
  - b. The bidder must have successfully erected, tested & commissioned **M.S. chain link fencing for transformer center** (as the case may be in bid) in a Two contracts, in each contract completed in last 3 years as on the date of bid opening, having installation of at least 50% of M.S. Chain link Fencing Quantity of bid quantity (in

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each Contract)with satisfactory operation for at least one (1) year as on date of opening of Bid.

**OR**

- c. The bidder must have successfully erected, tested & commissioned **M.S. chain link fencing for transformer center** (as the case may be in bid) in a Three contracts, in each contract completed in last 3 years as on the date of bid opening, having installation of at least 40% of M.S. Chain link Fencing Quantity of bid quantity (in each Contract) with satisfactory operation for at least one (1) year as on date of opening of Bid.

**FRP Chain link fencing work experience certificate will not entertained..**

- B. Work experiences of the bidder as per above shall be considered only if the works have been executed under Public electrical utility of Central or State Govt. in India/Power Utility/ Power DISCOMs / Power sector PSUs & Power Sector CPSUs
- C. Any subcontracting documents shall not be considered for technical evaluation.

**Part B: Commercial:** For the purpose of this bid, the bidder shall meet the following requirements:

- D. Separate EPF Code No. allotted by RPFC & Last Six month of current year EPF Challan paid copy is required.
- E. **Average Annual Turnover for last three financial years, ending 31st March of the previous financial year, of the bidder should be at least 30% of the estimated cost of the tender. In this regard, separate certificate with UDIN NO. From CA must be submitted.**
- F. Experience of having successfully completed similar works during last 3 years ending last day of month previous in the one which applications are invited should be either of the following:
- a. One similar completed works costing not less than the amount equal to 80% of the estimated cost
- OR**
- b. Two similar completed works, with each works costing not less than the amount equal to 50% of the estimated cost.
- OR**
- c. Three similar completed works, with each works costing not less than the amount equal to 40% of the estimated cost.
- G. Group Insurance:-A copy of the insurance policy of the insured labourer’s.
- H. The contractor will have to under taken responsibility of accidents etc. for his persons during working on the line and same will be on Letter pad with seal.
- I. GST Registration No.
- J. PAN No.
- K. Details of Partners/Directors of the Firm/Company.
- L. Other documents (if required by authority)

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Earnest money deposit of **Rs.** /- should be submitted in form of Demand Draft in favour of UTTAR GUJARAT VIJ COMPANY LIMITED drawn on any scheduled/Nationalized banks payable at Mehsana

Tender without earnest money deposit is not liable to be considered.

Earnest money deposit will be forfeited in case the successful bidder after his tender has been accepted shall refuse to pay the prescribed security deposit and execute the contract.

**EMD Exemption:** - Now on ward ,follow purchase policy 2016 issued by GUVNL to give exemption in payment of EMD.Clause no 4.9.3 of Purchase policy is as under

“The Micro and Small scale Industrial (manufacturing) units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO/NSIC/DGD&D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI( SSI/MSME Par-II/Udyog Aadhaar Memorandum) & CSPO/NSIC/DGS&D Registration Certificates in EMD cover. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediates.”

Hence, SSI units have to submit two documents (attested copies) as per clause

- a. Any one documents from **SSI/MSME Part-II/Udyog Aadhaar Memorandum**
- b. Any one Document from **SCPO/NSIC/DGS&D Registration Certificates**

Also, make sure that the Certificates should indicate the manufacture of items offered. In Case of Udhog Aadhaar Memorandum, it should indicate the manufacture of related group of item. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediates.

EMD will be released only on payment of security deposit in respect of successful bidder whereas the same will be refunded to others on finalization of the tender / placement of order to successful bidder.

- 5.0 Bidders should complete the tender documents in all respects and they to be signed with Company’s seal on all pages.
- 6.0 The bidders shall submit their offer without any deviations in general terms and conditions of the contract or in Technical specification/items. Tenders of such deviations may also be rejected. Incomplete and conditional tenders shall not be considered.
- 7.0 UTTAR GUJARAT VIJ COMPANY LIMITED reserves the right to split up the work covered in the scope of this contract amongst more than one contractor
- 8.0 Intending bidders should submit their tenders after studying all tenders documents carefully and visiting the site for satisfying themselves of actual site conditions, location and accessibility of site and nature, extent of the work involved etc. Submission of tenders implies

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that bidders have obtained all necessary information and other data required for executing the work. . No claim for extra charges on account of any misunderstanding or otherwise will be allowed.

- 9.0 All approaches to the site shall be in the scope of bidders.
- 10.0 Bidders will not be allowed to give sub-contract of the works awarded to him for any, reasons what so ever without permission of the Engineer-in charge.
- 11.0 Price quoted shall be firm, till overall completion of the work under contract and there will not be any price escalation.
- 12.0 Date of opening of “Price Bid” will be intimated later on to those Bidders who are qualified in technical bid. “Price bid” of only qualifying bidders on the basis of Technical bid shall only be opened. Price of bidders, who are not qualified technically as per requirement of technical bid shall not be opened.
- 13.0 Offers shall be valid for the **period of 120 days from** the date of opening of price bid. Bidders shall not withdraw tenders during the validity period, failing which their EMD shall be forfeited during the **period of 120 days**.
- 14.0 All the works shall be carried out as per specifications attached with the tender **as per REC standards & Drawings**. All materials procured (**if required**) should be confirming to relevant Indian Standard issued by Bureau of Indian Standard.
- 15.0 Tenders, who do not fulfill all or any of the conditions of the tender found incomplete in any respect, are liable to rejection.
- 16.0 Uttar Gujarat Vij Company Ltd. Reserves the right to reject any or all tenders without assigning any reason thereof.

Signature of Contractor  
Name of Seal, Details Add.  
With Cell No/Fax

**Superintending Engineer**  
**Mehsana CO**

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**Technical Specification for supply, Providing & fixing chain link fencing using MS Pipe, MS Angle & G I wire Mesh chain link for distribution Transformer Centre.**

**1. SCOPE:-**

The specification covers supply (including fabrication) providing & fixing of Chain link fencing using MS pipe ,Ms angle & GI wire Mesh chain link for distribution Transformer centres/RMUs as per design & drawing of UGVCL. For the safety aspects, to cover distribution Transformer Centre/RMU, a chain link fencing is to be fabricated from MS pipe of square hollow section (SHS), MS angle, MS Flat & GI wire as per the design & drawing and to be provided/fitted with vertical support posts of MS pipe of Square Hollow Section (SHS) in the ground using standard cement concrete mixture.

**2. Design & Drawing:-**

Chain link fencing is to be supply as per design & drawing attached with this specification.

**3. Quality / Standards of Material to be used**

Basic material to be used for the fabrication of Chain Link Fencing which is to be supplied & provided is MS Pipe of Square Hollow Section (SHS), MS Angle, MS Flat & GI wire. Hence material should of standard quality of standard manufactured & name of manufactures to be specified in bid.

**4. Size & Dimension of Material to be used**

(i) For Vertical Post: MS Pipe of Square Hollow Section (SHS) of 49.5mm x 49.5mm x 4.5mm having weight of 5.95kg/metre.

(ii) For Main (outer) Frame; MS Pipe of Square Hollow Section (SHS) of 32mm x 32mm x 3.2mm having weight of 2.69kg/metre.

(iii) For Chain Link (inner) Frame: MS Angle of

25mm x 25 mm x 3mm having weight of 1.6kg/metre.

(iv) For Chain Link Mesh: GI wire of 10 SWG with minimum 40 microns coating of Zink & fabrication of mesh of 2" x 2" with approx weight 3kg/Sq. Metre.

(v) For Hinges: MS Flat of size suitable to MS pipe of 49.5mm with Thickness of 5mm.

(vi) Miscellaneous material like Hinges, Aldraft, Nut Bolt & other sundary material of Standard quality.

**5. Dimensions for fabrication of Chain Link Fencing of standard size as per drawing**

(i) Main Vertical Post:

Main post should be fabricated from MS Pipe of Square Hollow Section (SHS) of 49.5mm x 49.5mm x 4.5mm having weight of 5.95kg/metre with minimum length of 2300mm. Normally Five posts are to be used for each fencing as mentioned in drawing.

(ii) Main (outer) Frame:

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Main (outer) Frame should be fabricated from MS Pipe of Square Hollow Section (SHS) of 32mm x 32mm x 3.2mm as per drawing.

Size: Front:      Height: 1500mm  
                         Width: 1650mm

Rear:              Height: 1500mm  
                         Width: 1590mm

Both sides:      Height: 1500mm  
                         Width: 1650mm

(iii) Chain Link (inner) Frame:

Chain Link (inner) Frame should be fabricated from MS Angle of 22mm x 25mm x 3mm as per drawing.

Size Front:      Height: 1336mm  
                         Width: 610mm

Rear:              Height: 1336mm  
                         Width: 575mm

Both sides:      Height: 1336mm  
                         Width: 1200mm

(iv) As per drawing, standard size of chain link fencing will be of 10.88 meter running length (with height of 1.5 meter) & rates are to be quoted accordingly. However, actual size will be very as per site situation & quantity will be considered accordingly.

(v) Labour charges will be fixed per job of fencing.

## **6. Installation i.e. fitting of Chain link Fencing at site:**

Supplier has to fabricate all the section of complete chain link fencing as per drawing, dimension specified as above as well as per instructions of Engineer in charge of concern UGVCL sub division as per site requirement and installation. Prior to installation / fixing at site, all the MS parts should be applied two coats of red oxide. Main vertical posts should be grouted / fitted in the ground in such way that fencing frame should be remain 150mm above from ground level. Minimum 450mm length of vertical posts should remain in ground & it should be fixed up by foundation of standard CC mixture of ration 1:3:6 for the area of 300mm x 300mm & height of 475mm. After installation / fixing at site, two coats standard paints should be applied as per instruction of Engineer in charge of UGVCL sub division.

## **7. General Condition for Supply and Providing Chain Link Fencing**

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1. Zink coating of Chain Link mesh should not be less than 40 microns. For the same, supplier has to produce manufacture’s certificate.
2. Space between Vertical post (49.5 x 49.5 x 4.5) & main frame (32 x 32 x 3.2) should not be more than 60mm.
3. Space between Main frame (32 x 32 x 3.2 ) & MS Angle frame should not be more than 50mm
4. Fixing of vertical post should be provided with foundation of standard CC mixture of ration 1:3:6 for the area of 300mm x 300mm & height of 475mm with sufficient curing.
5. Fixing of fencing case should be such that over all height at all the place should not be less than 1650mm from ground. Fencing panel height should not be less than 1500mm
6. Chain link mesh is to be fixed in the frame of 25 x 25 x 3mm MS Angle frame with good quality of welding. Fitting of this frame with MS Pipe (32 x 32 x 3.2) should be done with welding using MS Angle.
7. All the fabrication work should be done with good quality of welded & it should be free from sharp edges, concern & unevenness of surface. It should also with good finishing & decent look up to the satisfaction of Engineer in charge.
8. The drawing & dimension (except height) are for standard & normal location. However, it may be very as per site situation. Hence supplier has to approach concern UGVCL sub division, joint visit for each location & record the dimensions according to site situation and accordingly has to fabricate, Supply & fixing the chain link fencing as per the instruction of Engineer in charge of concern UGVCL sub division.
9. The drawing shall not absolve the supplier from his liability for insure appropriate dimensions & to supply & providing accordingly as per the site situation & instruction of Engineer in charge.
10. MS aldraf should be provided with locking arrangement on front side as shown in drawing.
11. Fitting of complete chain link fencing panel with vertical post should be done with appropriate MS flat with thickness of 5mm and Nut Bolt of 2” x 3/4" size as per drawing. It should be in such that both side & rear side, with tight fitting by Nut-Bolts whereas front side, it should be slightly loose fitted so that it can work as hinges.
12. Quality of material: As the major material is a steel item, the material like MS Pipe, MS Angle, MS Flat & GI wire must be as per relevant IS & bidder has to confirm regarding the same. The audit inspection is to be carried out as per terms of the tender.
13. Drawing: The typical layout drawing applicable for the tender invited is annexed.
14. The above material will be fabricated by the contractor (who so ever is awarded this work) to form a cage with door and locking arrangement to suit the protection purpose of the T/C a desired.
15. The carting of the cage at then side will be at the cost of the contractor.
  8. The successful contractor has to install sample cage first and it should be inspected by SDO & DE Tech. Then after you have to install other cage as per sample cage.
  9. The entire job will be prepared with proper care; welding and fine finish giving aesthetic look, to the satisfaction of the E-I-C.
  10. Contractor has to provide name plate on the front side of the chain link cage with the details of name of contractor, work order no & date and date of installation of cage.
  11. Guarantee of chain link cage should be up to 24 months from the date installation.

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12. Major materials is of steel items if found inferior a lot of material will be rejected & if not possible replace UGVCL will deduct 30% amount of the end cost price.
  13. In case of any discrepancy, the E-I-C will provide the guidelines and the contractor will have to follow the same. The description of the authority issuing the tender and above will be binding to the contractor.

**Superintending Engineer  
Mehsana CO**

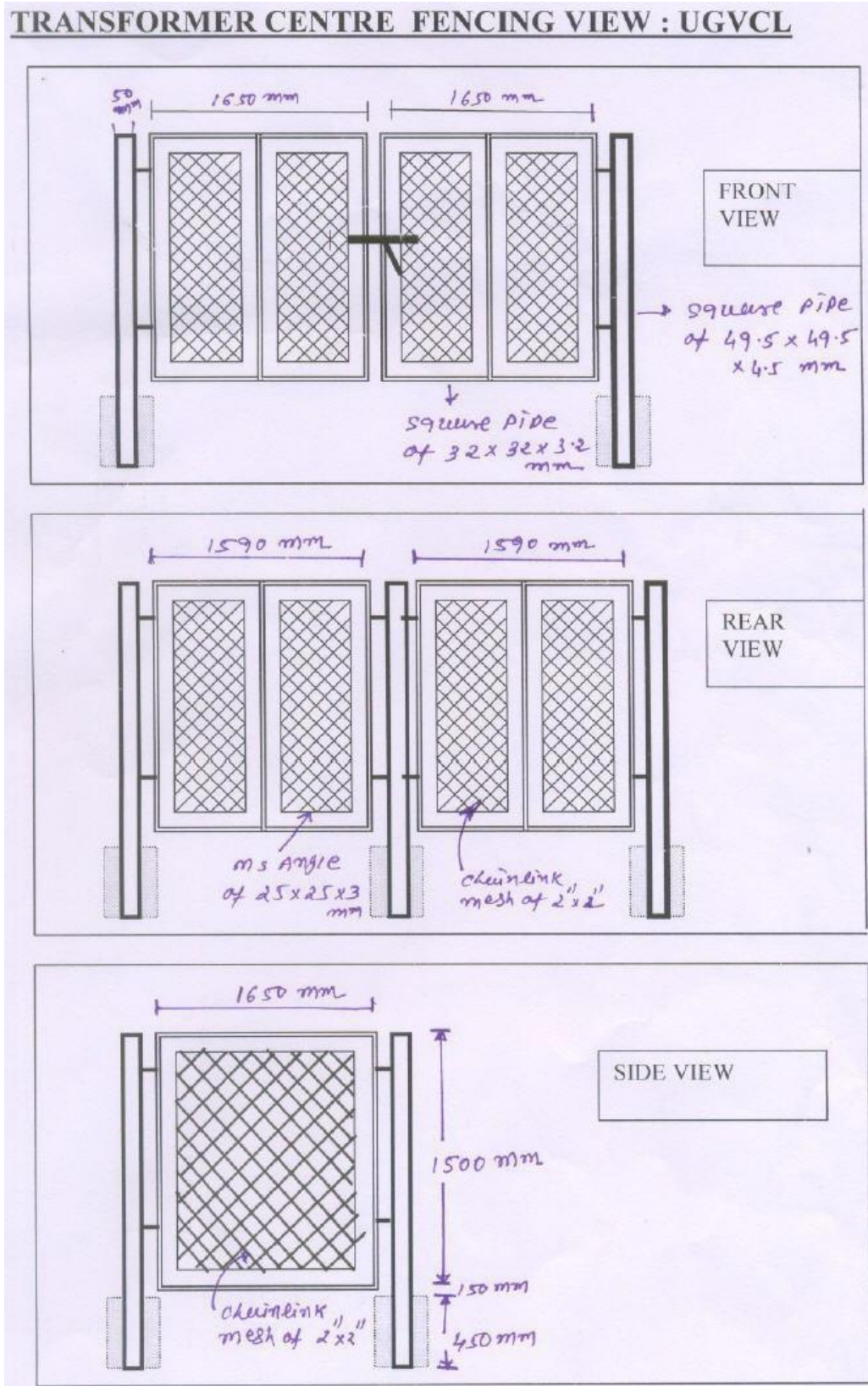
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UGVCL Circle Office, Visnagar Road, Meshana-384001 (North Gujarat)  
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**TRANSFORMER CENTRE FENCING VIEW : UGVCL**



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**GENERAL TERMS & CONDITIONS**

- 1) The work should be strictly as per specifications and approved drawings of the Company which can be supplied by the Engineer In-charge for reference at the request of the contractor. The inferior and unsatisfactory work is liable to be rejected.  
No tools will be supplied by the department. The work if found inferior and not up to standard of the Company's is liable to be rejected at the risk and cost of the contractor. Any expenditure incurred for rectification work carried out departmental/Labour will be recovered from contractor's bills, if the contractor fails to rectify the inferior work done by him in spite of the instructions to rectify the same.
- 2) **Acceptance of Tenders:**  
The Company does not bind itself to accept the lowest or any tender, neither will any reason be assigned for the rejection. It is also not binding on the Company to disclose any analysis reports of the tenders.  
Accepting authority reserves the right of rejection of any or all tenders without assigning any reason thereof.  
Any tender who does not comply with the above requirements is liable to be rejected.
- 3) **Security Deposit:**  
The successful bidder should be paid Security Deposit within 15 days after receipt of LOA for an amount equal to 5% (Five percent) of the total Contract Price towards faithful performance of the Contract in accordance with the terms and conditions specified therein.  
  
The Security deposit is payable the option of UGVCL by:  
(a) Demand Draft on any Nationalized /schedule Bank Payable at .
- 4) **Contract Document:**  
The lowest bidder, whose tender is accepted will have to execute a stamped agreement in standard form with the company and will have to sign the contract booklet viz. Tender and contract for works at his own cost. In case of partnership firms, necessary partnership documents, in original along with its copy will have to be produced for verification along with authority to sign the bills measurement and enter in to contract as well as correspondence with the company. Wherever required necessary power of attorney will have to be produced especially when the partnership deed is silent on the point of authority to deal with the Company. The contractor will have to execute the documents and sign the booklet "Tender and contract for work" before starting the work.  
**Jurisdiction:**  
Any dispute of differences arising under out of or in connection with the contract shall be subject to the exclusive jurisdiction of Mehsana.
- 5) Additions and alterations of any kind in tender forms, conditions etc by the bidder without the consent of the undersigned are not permissible.
- 6)
  - a. The bidder must quote his rate per unit specified in the schedule in figures as well as in words. If there is difference between rates quoted in words and figures, rates quoted in words shall prevail.
  - b. The bidder must quote his rates net lowest and the rates not confirming to the unit specified in schedule may not be considered even though they may be lowest.

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- c. The rates must be stated for each item separately and in addition percentage of reduction in the total price if any should also be quoted.
- d. Any variation in rates etc will not be allowed on any ground once the tender submitted is opened for consideration.
- 7) The rate quoted should be in percentage higher /lower / rate to rate.
- 8) The company's general conditions of contract will apply to all the contractors and he is deemed to be fully aware of the company's general conditions of contract for the works in respect of security deposits, penalty for late completion of work etc and any ignorance of these conditions will not exempt the contractor from the liability to abide by the same. Submission of a tender by the bidder implies that he has read that all the instructions and conditions of contract contained in booklet and has made himself aware of the scope and specification of the work to be done and of the conditions and rate at which stores etc. will be issued to him and local conditions and other factors bearing on the execution of work. If the contractor stands lowest for more than one tender it will be at the discretion of the competent authority whether to award more than one work or not without assigning any reason thereof.
- 9) **In case of any discrepancy between Tender Document condition and the General Conditions of Contract attached to Tender Document, the condition mentioned in tender document is final.**
- 10) **Any amount payable by UGVCL / Any Circle Office of UGVCL / Any Division office of UGVCL under any order / sub work order to the contractor can be adjusted against amount receivable by UGVCL / Any Circle Office of UGVCL / Any Division office of UGVCL / GUVNL or any of its subsidiary company. The contractor will have no objection whatsoever for the same.**
- 11) **Safety:-**  
Before starting any work by the labour of the contractor, it will be the responsibility of the contractor to obtain line clear from the concerned officer.  
The Company is not liable for any injury on damage to contractor's workman or his equipment respectively during execution of this contract and the Company will not pay any compensation for any reasons whatsoever. The contractor is also responsible for any damage to private property i.e. standing crops in farms or Gram Panchayat property etc.  
No any work should be carrying out without supervisor of the company for safety point of view. Contractors should observe all the safety rules during execution of work.  
The contractor will have to see that labours working on the site should utilize all safety equipment like helmet, safety belt, hand glows, safety shoes and tool-tackle. If any labour found without safety equipment at site during execution of work, it is fully responsibility of contractor for any accident occurred.
- 12) The contractor shall not demand or accept any help from the intending consumers in line erection works or in transportation of materials.
- 13) Whenever there is an excess work carried out by a contractor beyond the technically sanctioned amount against the work order given, the approval for the excess quantity of work done should be obtained from the competent authority as per Company rules.
- 14) The erection work should be started from the date of commencement given in the order and should be completed within the prescribed period for each work. The

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contractor is bound to complete the work within the specified period of each work given by Executive Engineer.

15) **PENALTY FOR DELAY**

The time limit allowed for carrying out the work as entered in Bid shall strictly observed by the contractor. The work shall throughout the stipulated period of contract proceeds with due diligence (time being essence of the contract).

For delay, penalty shall be @ 0.5% per Week or part thereof plus GST as applicable subject to ceiling of 10% plus GST as applicable of the Order Value as mentions in contract (A/T) (End Cost with GST and Cess as applicable) the ceiling shall be with reference to total contract value with GST and Cess as applicable of the Erection Work Order.

The execution of this contract shall be completed within 12 months after commencement period of 45 days from the date of receipt of letter of acceptance (LOA). The commencement period shall be reckoned form the date of receipt of LOA.

For calculating delayed portion, the date of actual completion of work shall be consider. The penalty will be invariably deducted from the bill of the contractor and no refund will be given unless the competent authority approved the waiver/ reduction in penalty.

The concern field office of \_\_\_\_\_ Division / \_\_\_\_\_ Circle will issue sub work order as a part of Schedule-B case to case as per requirement. The work completion period of each sub work order will be decided by concern Engineer-in-Charge from the date of issue of sub work order. The delay of commissioning is liable for penalty.

The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the UGVCL.

**FORCE MAJEURE CLAUSE”**

“If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as event)”, then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such nonperformance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the Managing Director as to whether the deliveries have been so resumed or not shall be final and conclusive.

**Extension in Contractual Period:**

It will be Contractor’s responsibility to ensure that work is completed in stipulated time limit. However, if on account of reasons beyond one’s control as laid down in the Force Major Conditions, UGVCL may consider extension of contractual period with or without statutory variations and with or without price variation. During the monsoon period if Municipality

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Authority or any other local authority denied carrying out work, contractor will not imposed any penalty subject to submission of the letter from the Municipal Corporation area / Nagar Palika. It will be the responsibility of the contractor to intimate the closing down and recommencement of work at all stages to the engineer in charge or vice versa in writing with reason for the closing down of the work with specific of days for which work will remain closed. In case of failure on the part of the contractor his claim for extension of time limit will not be entertained.

In case of no intimation in these regards the reason for delay on this ground will not be accepted.

However, time limit extensions will be considered only after execution of the contract fully and upon submission of documentary evidence for the reasons of delay.

- 16) Priority of work would be decided by the Executive Engineer and contractor shall carry the work within the stipulated period of the order given by the Executive Engineer.
- 17) The contractor must have adequate resources and gang of unskilled personnel to undertake the work at different places simultaneously.  
The contractor will be given the separate order for each work on the basis of the rate contract order. The date of commencement and date of completion of work will be stipulated in the order which the contractor has to agree; otherwise the penalty will be liable for the late completion of work as per Company standard conditions.
- 18) The contractor will submit the final bill/ sub-work order bill within three months from the work completion date.
- 19) The payment will be release within thirty days after submission of bill or all relevant documents with invoice or part thereof whichever is later.
- 20) If during 12 calendar months from the date of handing over charge after completion of work, the erected lines are found defective in any way, the same should be rectified by the contractor.
- 21) The contract will remain in force for the period of three years from the date of issue of work order. However, before completion of work against existing order, new tender is invited for same jurisdiction as mentioned in existing order and if rate received lower, than price matching is required.
- 22) **TERMS OF PAYMENT:**  
The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works / Order and on fulfillment by the Contractor of all his liabilities under the Contract.
  - **Currency of Payment**  
All payments under the Contract shall be in Indian Rupees only.
  - **Mode of Payment**  
All payments under the Contract shall be made after the issue of work certificates by the Engineer in charge, for the quantum of work completed.
  - **Deductions from Contract Price**

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All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, or any other retention award will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

➤ **Terms of Payment**

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

1. The bidder shall raise sub work order wise bills only after completion of all the specified activities complete for each sub work order and the work for the next stage is continued.
2. 100% of the bills will be processed and paid within 30 days after submission bills.
3. Payment of last sub work order shall be made after the work order is completed and M.S. fencing is handed over and accepted by the Engineer – in- Charge in all respects.
3. The order value is based on the quantity, unit rates and values quoted and shall be subject adjustment based on actual quantities executed and certified by the Engineer – in – Charge.
4. Payment of the actual material used and work done will be paid on above basis.

➤ **Presentation of Bills**

- The bills along with required documents for work executed including cost of material consumed is to be prepared in Quadruplicate and submitted 03 copies to the concern Deputy Engineer of Sub Division Office, who will in turn process the same and forward it to Division office for scrutiny and necessary payment. These bills shall be serially numbered.
- Contractor has to submit Bills along with required documents for work executed including cost of material consumed material account along with quantities of work executed for each item. Location wise inventory of all the material used is to be submitted in detail. All required documents including EPF should be produced by the contractor along with bills.
- For non-submission or part submission of above information, no bills shall be processed.

23) **Recording of measurements**

- a) If the work has been carried out satisfactorily, the contractor with prior intimation from the Company Officers shall have to witness the recording of measurements on the appointed date within the month of the completion of work. If contractor fails to come to the appointed date a notice under Registered cover with A.D. will be served on him to witness the recording of measurement prior appointment with the Company officer within ten days of receipt of notice or within such extended period applied for by the contractor and granted by the Company Officer. If the contractor still fails to come for the recording of measurements within the original or extended period of time granted by the Company officer then the recording of measurements will be carried out thereafter unilaterally by the Company Officer and the same

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shall be finalized as per measurements, recorded by the Company's Officer and the same shall be binding on the contractor, no request then will be entertained.

- b) In case, work not carried out satisfactorily either during the progress of work or on its completion, **the conditions as specified vide condition mentioned in tender and contract for works booklet** shall apply and the recording of measurements shall be done within one month of completion of work after rectification of defect by contractor or by the Company at the contractor's costs as the case may be and any further delay in the recording of measurements and finalization of the final bill as mentioned in **the contract book let**.

**24) Submission of materials account by contractor:**

The contractor shall submit material account with each bill. Also he shall on completion of the work have to prepare and render the final detailed material account of the materials received by him from the Company store within one months from the date of completion work, if however the contractor does not render the material accounts a notice shall be issued to the contractor under Registered A.D. to render the materials account within ten days from the date of issue of the notice. On default, the material account will be finalized and the recovery made as per the Company account and procedure which shall have to be accepted by contractor and disputes if any raised shall not be entertained. The balance materials also will have to be returned by the contractor within one month from the date of completion of work otherwise Company is not liable to accept at a later date.

The contractor will not be allowed to transfer materials from one work to another without the written permission of the field officer justifying the reasons for such transfer.

The contractor will have to use the materials on the work for which they have drawn.

- 25)** Any rules framed or instructions issued regarding contractors by the Company or its representative after awarding this contract shall also a part of this contract and will be binding to the contractor.

On completion of work the contractor will inform the concerned DE in writing and DE will see that if any rectifications are to be required, will intimate to the contractor within 15 days in writing from the date of receipt of the letter from the contractor to complete the rectification works within 7 days. If the contractor fails to do the rectification additions or alterations etc within the above time limit, than the same will be got done through other agency or departmental staff at the risk and cost of the contractor without giving any further notice or any intimation. No complaint will be entertained from the contractor in this regard and amount will be recoverable with 15% supervision charges.

- 26)** Tax deducted at the source (TDS) under Income Tax and under Goods and Service Tax Act will be deducted from bill as per applicable rate, if applicable.

**27) 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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- a. You shall have to submit a C.A Certificate & duly authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST/ and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST/ and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without /COMPANY making any specific Claim, for the same, either from the Department or from you.
  - b. The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. /COMPANY may at its discretion consider such offer with presumption of highest applicable rate of GST/Cess prevailing when the price quoted is inclusive of GST and Cess.
  - c. If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the Bidder. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.
  - d. Supplier/Contractor should charge GST in Invoice at the rate as agreed to mention in acceptance of Bid only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.
  - e. Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.
  - f. In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of UGVCL’s statutory variation clause shall apply.
  - g. Input Tax Credit Benefit**  
In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs/input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time

28) STATUTORY VARIATION:

Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to

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contractor offer if it takes place within the original contractual delivery date will be to COMPANY’S account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to COMPANY.

Statutory Variation clause shall not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.

29) **ARBITRATION:**

All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, as appointed by the MD of COMPANY, for that purpose, who shall be a retired High Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act. 1996 as amended from time to time and the rules made there under.

30) **CARTEL:**

If, the Company during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the existence of cartel formation amongst the bidders or apprehends the possibilities of cartel as defined under The Competition Act, 2002, the Board of the Company being a government Company involved in public procurement work, reserve all rights to allot quantities to such bidders, who are not part of the cartel, in any manner deemed fit in the interest of the Company without assigning any reason thereof.

Besides the above the purchaser Company, may initiate actions under the Competition Act/other laws and / or the bidder(s)/ firm(s) will be black listed / stop deal, at its sole discretion.

31) **Evaluation of Tenders:-**

Tenders shall be called for in two bids: (1) Techno-commercial Bid and (2) Price Bid. The price Bid of Techno-commercially qualified Bidders will be opened. For modification or relaxation in Techno-commercial Conditions after Technical Bid is opened, all Bidders shall be given equal opportunity.

32) **Price Evaluation:-**

No price preference shall be given on any account. All Tenders shall be evaluated on firm Price End Cost with Tax (GST or any other tax) basis unless otherwise mentioned in the Tender documents.

33) **REPEAT ORDER**

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The Company may place repeat Order / additional Order after obtaining written consent of successful bidder, provided there is no conspicuous downtrend in the price of such item after obtaining approval from next authority of order approving authority.

The Company reserve the right to place repeat orders / additional orders on the successful Tenderers up to 30% of the original quantity / amount of the A/T at the same Prices, Terms and Conditions stipulated in the original contract. The work completion period for repeat order should be given considering proportionate schedule of main order and it will be started on completion of contractual delivery period of main order.

The company reserves the right to reduce the quantity, if required.

- 34) If work is not started / completed within stipulated time limit period, then contract be short closed with applying risk purchase and Security Deposit is to be forfeited with put on black listing or stop deal for the period decided by the competent authority.
- 35) Penalty condition of Late submission bill by contractor.

If the bill for the work after reconciling inventory given to contractor and depositing back the surplus material to respective RSO/Divisional stores is not submitted within three month from the work completion date as per work completion date then penalty @Rs.200 per week or part thereof plus applicable GST subject to maximum of 10% of order value plus applicable GST will be deducted.

**Superintending Engineer  
UGVCL,CO, Mehsana.**

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UGVCL Circle Office, Visnagar Road, Meshana-384001 (North Gujarat)  
Telephone: (02762)222423 Website: [www.ugvcl.com](http://www.ugvcl.com)

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**Uttar Gujarat Vij Company Ltd.**

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## SCHEDULE - B

**Name of Work :-** Work of Repairing of transformer fencing, provide new earthing to fencing and provide paver block to transformer center for various sdn. under Mehsana DO

Sr No	Description	Qty	Unit	Rate	Amount
1	Repairing of Trabsformer Fencing	70	Number	4300	301000.00
2	Providing & fixing precast Rubber Dye inter locking concrete block 60 mm thick with grade of concrete M-	185	Sq. Meter	753.81	139454.85
3	Providing & fixing precast concrete kerb stone of grey cement based concrete block heving size 30 cm length *	200	Sq. Meter	168.75	33750.00
4	Erection of Coil Type Earthing For TC fencing as per specification and instruction of in charge engineer of UGVCL sub division	70	Number	350	24500.00
Total Rs. (A)					<b>498704.85</b>
Bidders's Offer(+/-) in %(B)					
Grand Total C= A+/- ( A*B)					
GST @ 18 % (D= C X 18 %) WHICH EVER APPLICABLE					
Grand Total including GST (E=C +D)					
Final offer in Rs.					
Final offer in words Rs					

Remarks:-1. Name plate mentioning name of agency, WO number and date of supply to be provided on each fencing.

(1) In case of L1 bidder backs out from tender process before allotment of order or during tender process, UGVCL has right to call next lowest bidder/bidders to execute work at least as per L1 offered rate

(2) Quantity which mentioned in Schedule – B is tentative and it may vary as per field office requirement.

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**Submit following documents with Technical bid.**

Technical Bid should be submitted with documents as under, failing to which tender shall be Liable for rejection. **Commercial and Technical bid should be submit in separate cover.**

- (i) The Contractor must have UGVCL valid vendor Registration Certificate for participating in respective Tender and copy thereof must be attached with/in TECHNICAL BID. (if required)
- (ii) Solvency certificate issued from any Nationalized Bank (At least 50% of estimated value)
- (iii) Latest income tax clearance certificates of Two Years.
- (iv) For contractors should have carried out this work, he has to produce certificate from concern division, stating that they have carried out work satisfactory that not amounting less than ` 5 lacks. Experience certificate of this work by authorized Officer – NOT BELLOW THE RANK OF EXECUTIVE ENGINEER - of Distribution Company.
- (v) Group Insurance – copy of the insurance policy of the insured labour’s under W.C. Act.
- (vi) At least Rs. 5.00 Lacs turn over For the FY 2018-19 required in bank Statement.
- (vii) Attested copy of power of attorney, if any, for signing the bid documents, if partnership firm/company.
- (viii) Contractor should produce PAN CARD Copy.
- (ix) Tender Fee Amt. & EMD amount & DD No. & Date should be mentioned on Cover of Tender fee & EMD with Technical bid cover.
- (x) In case of non-inclusion of any of the attachment with technical bid, the tender will be liable for rejection.
- (xi) Payment of Bills will be made through REAL TIME GROSS SETTLEMENT (RTGS) System while submission of bill prescribed RTGS form shall have to be submitted for each Bill by Contractor/Agency.
- (xii) GST Registration must be required and copy should be attached.
- (xiii) Valid Electric and Labour license (if applicable)

**Superintending Engineer,  
Mehsana CO**

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