

	<p>Uttar GUJARAT VIJ COMPANY LIMITED CIN – U40102GJ2003SGC042906 (An ISO 9001:2008 Certified Company)</p>	
<p>Regd. & Corporate Office: Visnagar Road, MEHSANA – 384001 (North Gujarat)</p>		
<p>Telephone: (02762) 222080-81 Fax: (02762) 223574</p>		
<p>Website: www.ugvcl.com e-mail: corporate@ugvcl.com</p>		

Tender Notice No: UGVCL/ Annual Energy Audit 2020-21 & 2021-22/Consultancy/2022/01

Purchase Requisition No. :- 487398

Sub: Open Tender for Annual order for Annual Energy Audit as per Regulation (CG-DL-E-08102021-230245) of GOI for FY-2020-21 & FY- 2021-22 by Empanelled Accredited Energy Auditing firm (EmAEA) for Uttar Gujarat Vij Company Ltd (UGVCL), Mehsana

CE (OP), UGVCL invites Open Tender for Consultancy Service to carry out Annual Energy Audit as per GOI Regulation (CG-DL-E-08102021-230245) for FY-2020-21 & FY- 2021-22 of UGVCL for Annual Energy Audit by Empanelled Accredited Energy Auditing firm as per Regulation of GOI and the BEE’s guidelines and their prescribed Formats and report submission to BEE for UGVCL.

The Tender is invite for Submission of Two separate Annual Energy audit report (for FY-2020-21 & FY- 2021-22) as per Regulation of GOI (Gazette of Govt. of India CG-DL-E-08102021-230245/Extraordinary/Part- 3/Section 4 published on:- Dt 07.10.2021) to be submitted to BEE in stipulated timeline prescribed in notification and in their prescribed formats as below:-

- 1) Carryout Annual Energy Audit for FY-2020-21 and to be submission to BEE within 45 days from LOA. (Submission of reports must be in Three Copy to this office and single hard/soft copy as desired by BEE)
- 2) Carryout Annual Energy Audit for FY-2021-22 and to be submitted on or before 31.07.2022 to BEE and if Annual audited final account figure is not available within time with UGVCL and GUVNL then this submission to BEE will be consider as provisional Annual Energy Audit report and then after on receiving audited final account figure, final Annual Energy audit report must be submitted to BEE within 45 days from final account audit date. (Submission of reports must be in Three Copy to this office and single hard/soft copy as desired by BEE).

Tenders are invited for only from Empanelled Accredited Energy Auditing firm (EmAEA) approved by BEE on the date of publish of tender with copy of list of BEE. Tender Papers may be down loaded from web site www.ugvcl.com (For view & down load). Tender fee may be paid along with submission of tender in EMD cover. “All the relevant documents of tender to be submitted physically

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will be received only by Registered Post A.D. or Speed Post addressed to The Chief Engineer (OP), should reach on or before last date and Time of tender UTTAR GUJARAT VIJ COMPANY LTD., Regd. & Corporate Office, Visnagar Road, Mehsana - 384001. **“NO COURIER SERVICE OR HAND DELIVERY”** will be allowed.

BRIEF DETAILS REGARDING TENDER IS AS UNDER:

Tender No.	UGVCL/ Annual Energy Audit 2020-21 & 2021-22/Consultancy/2022/01
Tender Fees Payable (Non-Refundable)	Rs. 500.00 + Rs.90.00 (@18% GST)= Rs.590.00
Estimated Cost of the tender	Rs 3,00,000.00 (Without GST)
Earnest Money Deposit Amount (1% of the Estimated cost.)	Rs. 3,000.00
Last Date of submission of physical tender and other relevant documents by Regd./Speed Post at Corporate Office, Mehsana.	25.03.2022 up to 14.00 Hrs
Scheduled date of physical opening of tender (EMD Cover, Tech. Documents)	29.03.2022 at 14.00 Hrs
Tentative Date of Opening of Price Bids of tech. qualified bidders.	29.03.2022 at 17.00 Hrs (Tentative If Possible)

TENDER FEE:

Tender fee (Non-refundable) as notified in the tender notice should invariably be paid by way of Demand Draft, otherwise offer will be ignored out rightly. Indian Postal Orders (IPOs) & Cheques are not acceptable. Demand Draft should be in the name of the “Uttar Gujarat Vij Company Ltd.” Payable at Mehsana. The envelope shall be addressed to the Chief Engineer (OP) of UGVCL. UGVCL shall not be responsible for the transit loss or misplacement.

Tender fee (Non-refundable) demand draft must be kept in the cover of Tender fee/EMD along with technical bid sealed cover No exemption from payment of tender fees and no price preference shall be given to any bidder.

EARNEST MONEY DEPOSIT (E.M.D.):

E.M.D. at the rate of 1% of the value of the items offered is payable by Demand draft in favor of the Uttar Gujarat Vij Company Ltd drawn on any scheduled / nationalized banks in Mehsana. Cheques are not acceptable.

DD for payment of tender fee & EMD must be placed in the cover superscribing “Tender fee & EMD” along with requisite documents as mentioned in condition. (EMD and Tender Fee cover should be kept as separate enclosure & should be submitted with Technical Bid.)

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The physical tender document is to be submitted in two parts in **single copy** namely Technical bid & Commercial bid including all enclosures of the tender documents **superscribing the respective covers accordingly along with the tender number**. DD for payment of tender fee& EMD Demand Draft must be placed in the cover superscribing “Tender fee & EMD” of **Tender No. UGVCL/ Annual Energy Audit 2020-21 & 2021-22/Consultancy/2022/01** along with requisite documents as mentioned in the condition.

All the covers are to be put into one main tender cover and posted by RPAD/ Speed post to UGVCL; otherwise the offer is liable to be rejected out rightly without assigning any reason.

Cheques are not acceptable. Corporate Guarantees not allowed.

[1] Tender fee & EMD cover:

DD for payment of tender fee & EMD must be placed in the cover super scribing “**Tender fee & EMD**” of Tender No. **UGVCL/ Annual Energy Audit 2020-21 & 2021-22/Consultancy/2022/01** along with requisite documents as mentioned in the EMD condition. (EMD and Tender Fee cover should be kept as separate enclosure & should be submitted with Technical Bid.)

[2] Technical Bid Cover:

Stamped / signed copy of this Tender inquiry, terms and conditions, any literature, other document, if bidder required to submit must be placed in the cover superscribing “**Technical Bid of Tender No. UGVCL/ Annual Energy Audit 2020-21 & 2021- 22/Consultancy/2022/01**”.

Technical Bid should contain in sealed cover:

1. The Bidders are required to submit all required documentation in support of the Eligibility/Qualification Criteria specified (e.g., detailed project of energy audit (MEA/M&V etc.) Citations and completion certificates, client, contact information for verification, profiles of project resources and all others).
2. Office Address, Email and contact number of the Firm.
3. Name and Certification Number of Lead AEA and List of CEA/AEA.
4. Duly signed & stamped Schedule –A, Schedule – B, Schedule – C, Schedule – D&E, Annexure- I, II, III & IV.
5. The firm must be included in the List of Empanelled Accredited Energy Audit Firms (EmAEA) for carrying out **Annual Energy Audit** for UGVCLs on the date of publish of tender. Submit the related certificate. Else it will be eliminated from eligible criteria.

[3] Price Bid Cover: The Price Bid must be submitted strictly as per Schedule – “B” and shall be kept in this cover and to be sealed and to mention on the cover as “**Price bid of Tender No. UGVCL/ Annual Energy Audit 2020-21 & 2021- 22/Consultancy/2022/01**”. The time and date of opening of

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the Price Bid is tentative & any change shall be put up on website. The “TECHNICAL” and “PRICE” Bids shall contain adequate cross-reference wherever necessary to ensure clear and proper correlation of the two bids without ambiguities whatsoever.

All above cover should be placed in a single cover super scribing “**Tender for Annual Energy audit by empanelled accredited energy auditing firm for Uttar Gujarat Vij Company Ltd (UGVCL), Mehsana, Gujarat and Tender No. UGVCL/ Annual Energy Audit 2020-21 & 2021-22/Consultancy/2022/01**”.

First the Tender fee & EMD cover will be opened & only if the documents towards payment of Tender fee & EMD are found in order as per tender requirements specified above, then only the technical bid will be opened which may please be noted. The price bid of the bidder who technically qualified will be opened.

Any technical questions, information and clarifications that may be required pertaining to this enquiry should be referred to the Chief Engineer(OP), UGVCL, Regd. & Corporate Office, Visnagar Road, Mehsana - 384001.

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

For and on Behalf of UGVCL
Chief Engineer (OP), UGVCL

TECHNICAL SPECIFICATION

INTRODUCTION:

UTTAR GUJARAT VIJ COMPANY LIMITED is one of the pioneer Power Distribution Utilities in India in the Electricity Industry. Incorporated under the Companies Act, 1956 in Sept-2003 as a result of unbundling of erstwhile Gujarat Electricity Board pursuant to Power Sector Reforms initiated by the Central and State Governments, the Company became commercially operational since April-2005. The Company is a wholly-owned subsidiary of Gujarat Urja Vikas Nigam Limited (A Govt. of Gujarat Undertaking).

The Main Object to be pursued in terms of the Memorandum of Association of the Company is: To undertake the electricity sub-transmission distribution and retail work in the State of Gujarat or outside the State and for this purpose to plan, acquire, establish, construct, erect, lay, operate, run, manage, maintain, enlarge, alter, renovate, modernize, work and use a power system network in all its aspects and also to carry on the business of purchasing, selling, importing, exporting, wheeling, trading of electrical energy, including formulation of tariff, billing and collection thereof and then to

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study, investigate, collect information and data, review operations, plan, research, design and prepare project reports, diagnose operational difficulties and weaknesses and advise on the remedial measures to improve and modernize existing sub transmission and supply lines and sub-stations.

With a Vision to be World Class Electricity Utility striving for social and economic development of the assigned region with a mission of 'Consumer Satisfaction through Service Excellence', the Company operates through the network spread over 49,950 Sq. Kms. covering Seven full and Three partly districts in northern region of Gujarat and three part districts in western and central areas.

The Company serves more than 39 Lakh consumers of various categories, such as residential, commercial, industrial, and agricultural and others, through 143 Sub Division Offices and 22 Division Offices throughout its operational area divided into 04 Circles. The business affairs are managed/taken care of by Corporate Office presently headquartered at Mehsana. The operations are managed by more than 10066 employees.

Engaged in the business of distribution of electricity in the northern parts of the State of Gujarat. UGVCL distributes and supplies power to various categories of consumers through a network of approximately 6091 feeders with 1,14,710 Ckms. of HT Lines, 76232 Ckms. of LT Lines and 6091 number of step-down transformers for feeding power to consumer-end.

UGVCL has been the winner of National Awards, a Gold Shield and a Bronze Shield; India Power Awards for four consecutive years, IEEMA Power Award-2008 in the Category: Excellence in Rural Electrification, ICWAI Awards and various other awards of national repute. **Recently on 14th Dec-2021, Ministry of Power, GOI and BEE have given National Energy Conservation Award-2021 (NECA-2021) to UGVCL.**

1) Qualifying Requirement of the Bidder:

- A firm registered under the Indian Partnership Act, 1932 (9 of 1932) or a company incorporated under the Companies Act, 1956 (1 of 1956). Certificate of Registration/Incorporation/ related document should be submitted.
- Bidder should have never been blacklisted/ debarred by any Govt. Undertaking/ Government departments/ JV of Central or State Govt. Undertaking/ SEBs/ Power Sector Utilities. Declaration from Bidder on letter head
- The bidder should be enlisted in the list of Empanelled Accredited Energy Audit firm for carrying Energy audit by BEE in website <https://www.beeindia.gov.in/accredited-energy-auditor>. Copy of approval for Accreditation is required as on or before date of publish of tender.
- The net worth for last three financial years should be positive. Copy of Balance Sheet for last three (3) Financial Years (i.e. 2018-19, 2019-20 and 2020-21).
- The bidder must be registered with Income tax department. Self-attested copy of original PAN card stating the number issued by Income tax department of India.

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- The bidder must be registered for Goods and Service Tax (GST). Self-Attested copy of the GST registration certificate with code number issued by Government of India.

2) SCOPE OF WORK:

About Energy Accounting in DISCOMs

Energy Accounting means accounting of all energy inflows at various voltage levels in the distribution periphery of the network, including renewable energy generation and open access consumers, and energy consumption by the end consumers. Energy accounting and a consequent annual energy audit would help to identify areas of high loss and pilferage, and thereafter focus efforts to take corrective action.

Owing to the impact of energy auditing on the entire distribution and retail supply business and absence of an existing framework with dedicated focus on the same, it was imperative to develop a set of comprehensive guidelines that all Distribution utilities across India can follow and adhere to.

Bureau of Energy Efficiency (BEE) through Ministry of Power, Government of India issued regulations for Conduct of Mandatory Annual Energy Audit and Periodic Energy Accounting in DISCOMs. As per the regulation, all Electricity Distribution Companies are mandated to conduct annual energy audit and periodic energy accounting on quarterly basis.

These Regulations for Energy audit in Electricity Distribution Companies provides broad framework for conduct of Annual Energy Audit though and Quarterly Periodic Energy Accounting with necessary Pre-requisites and reporting requirements to be met. **The successful bidder should fulfill all required data and submission as desired by BEE.**

Objective of Assignment

UGVCL intends to engage an agency to carry out the Energy Audit UGVCL. The objective of this assignment is to carry out the Annual Energy Audit as per the prescribed formats of regulation to conduct Energy Audit in DISCOMs issued by Bureau of Energy Efficiency, Ministry of Power Government of India.

1. Energy Audit (for FY-2020-21 & FY- 021-22) should be carrying out in line with the Regulation of GOI (Gazette of Govt of India CG-DL-E-08102021-230245/Extraordinary/Part- 3/Section 4 published on:- Dt 7.10.2021) to Conduct Energy Audit in DISCOMs, 2021.
2. Preparation of checklist/action plan for Energy Audit.
3. Proforma of Energy Audit will be shared with selected agency after the issuance of LoA. UGVCL visit should be carried out by all team members of the agency as per the team

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declaration in technical proposal. Energy Audit regulation, 2021, profomar's (formats) will be used for this audit. The regulations along with proforma's (formats) are enclosed as per regulation and any further required formats desired by BEE time to time.

1. Collection and Review of the energy related data of last Financial Year (FY) in the Proforma by visiting the UGVCL physically.
2. Verification of existing pattern of energy distribution across periphery of electricity distribution company
3. Collection and verification of energy flow data of electricity distribution company at all applicable voltage level of distribution network (please refer energy audit regulation)
4. Collection of data on energy received and distributed by UGVCL and verify the accuracy of data
5. Collection & analysis the data and prepare the same with report;
 - I. Input energy details:
 - a. Collection of input energy from recorded system meter reading
 - b. All the inputs points of transmission system
 - c. Details provided by transmission unit
 - d. Recorded meter reading at all export points (where energy sent outside the State (interstate as well as intrastate)is from the distribution system);
 - e. System loading and Captures infrastructure details (i.e. no of circle, division, sub-division, feeders, DTs, & Consumers)
 - II. Parameters for computation of distribution losses:
 - a) Details of open access, EHT sale, HT sale, LT sale and transmission losses
 - b) Number of consumers category wise in each circle
 - c) Consumers connected load category wise in each circle
 - d) Details of billed and un-billed energy category wise of each circle
 - e) Metered and un-metered details.
 - f) Circle wise losses of all circles under UGVCL periphery
 - g) Boundary meter details
 - h) Energy Cost and Tariff data
 - i) Source of energy Supply (e.g. electricity from grid or self-generation), including generation from renewable;
 - j) Energy supplied to Open Access Consumers which is directly purchased by Open Access Consumers from any supplier other than electricity distribution company
 - III. Monitoring and verifications of input energy and consumption pattern at various voltage levels
 - IV. Identify the areas of energy leakage, wastage or inefficient use;

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- V. Identify high loss-making areas/networks, for initiating target based corrective action;
 - VI. Identify overloaded segments of the network for necessary capacity additions.
 - VII. Computation of agriculture consumption (approved by SERC)
 - VIII. Methodology for loss computation various losses.
 - IX. Computation of Average Billing Rate (ABR)
 - a) Total revenue billed category wise.
 - b) Category wise ABR with tariff subsidy.
 - c) Category wise ABR without tariff subsidy.
 - X. Collection Efficiency (Category wise) and computation of AT&C loss.
6. Observe and compile various Energy Conservation (ENCON) options implemented by the UGVCL and prepared report containing details of expenditure made by DC along with saving and payback period.
 7. Recommendations to facilitate energy audit, energy accounting and improve energy efficiency
 8. Study the details of loss/gain of UGVCL, analysis of Average Cost of Supply (ACS) and Average Revenue realized (ARR) gap, details of energy charges/Power purchase cost along with the financial analysis.
 9. Current System Metering Status at various voltage level of UGVCL
 - Status of Functional meters for all consumers, transformers and feeders.
 - Status of default meters (non-functional meters) for all consumers, transformers and feeders
 10. Current status of pre-requisites mentioned in regulations (Please refer energy accounting regulation).
 11. Copies of relevant authentic and certified documents should support the report. Each document should be sealed and signed by UGVCL authorized representative as well as by agency's AEA.
 12. Prepare final report of UGVCL as per the scope of work and as per the regulation of Energy Audit, 2021, in a standard format duly indexed, covering profile of the unit and its details of energy related data w.r.t UGVCL Sector, analytical & Statistical details and any other relevant information.

Empanelled Accredited Energy Auditor (EmAEA)

The EmAEA is responsible for Energy audit of energy consumption norms and standards (percentage of Transmission and Distribution losses for DISCOM sector) for DISCOMs with subsequent attributes.

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1. The EmAEA is responsible for ensuring that the systems and processes adopted by the UGVCL for computation/determination of percentage of Transmission and Distribution losses in FY 2020-21 & 2021-2022 in Sector Specific Pro- forma along and information protocol have been maintained in conformity with the various notifications and information provided by BEE/SDA from time to time.
2. EmAEA is required to perform different roles such as technical review of computation/determination of percentage of Technical and Commercial losses methodologies, system variability's and their impact on loss reduction, and on issues including application of statistical methods and finally performance of verifications including integrity of data.
3. The accredited energy auditor shall independently evaluate each activity undertaken by the UGVCL for Annual energy audit purpose (percentage of Technical and Commercial losses for DISCOMs) and to ensure that they meet with the requirements of above regulation.
4. The accredited energy auditor, in order to assess the correctness of the information provided by the UGVCL regarding the for Annual energy audit purpose (percentage of Technical and Commercial losses for DISCOMs) shall-
 - a. Apply standard auditing techniques approved by BEE;
 - b. Follow the rules and regulation framed under the Act & above regulation ;
 - c. Integrate all aspects of verification, and certification functions;
 - d. Make independent technical review of the opinion and decision of the verification team; also take into consideration, a situation where a particular activity may or may not form part of the activities related for Annual energy audit purpose (percentage of Technical and Commercial losses for DISCOMs), and the procedure for the assessment shall include, -
 - a. Document review, involving**
 - i. review of data and its source, and information to verify the correctness, credibility and interpretation of presented and required information with source of Data as desired by BEE under above regulation ;
 - ii. cross checks between information provided in the audit report and, if comparable information is available from sources other than those used in the audit report, the information from those other sources and independent background investigation;
 - b. follow up action, involving-**
 - i. Site visits, interviews with personnel responsible in the UGVCL area of operation;
 - ii. Cross-check of information provided by interviewed personnel to ensure that no relevant information has been omitted or, over or under valued;
 - iii. Review of the application of formulae and calculations, and reporting of the findings in the verification report.
6. The accredited energy auditor shall report the results of his assessment in a verification report as specified under the regulation and the said report shall contain,
 - 6(A) Discussion and Analysis—
 - (i) Energy accounts for previous years (Discussion and data in tabular format)

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- (ii) Energy accounts and performance in the current year (% losses – aggregate, voltage-wise and category-wise, division-wise, feeder and DT wise):
- (iii) Unit-wise performance
- (iv) Energy Conservation measures already taken and proposed for future
- (v) Critical analysis by Energy Auditor
- (vi) Inclusion and Exclusions
- (vii) Detailed Formats to be annexed 6. Notes of the EA/EM along with queries and replies to data gaps.

6(B) Annexures—to be accompanied with the Report—

- (i) Introduction of Verification Firm.
- (ii) Minutes of Meeting with the UGVCL team
- (iii) Check List prepared by auditing Firm.
- (iv) Brief Approach, Scope & Methodology for audit
- (v) Infrastructure Details
- (vi) Electrical Distribution System
- (vii) Power Purchase Details
- (viii) Line Diagram (SLD)
- (ix) Category of service details (With Consumer and voltage-wise)
- (x) Detailed Formats to be annexed (xi) List of documents verified with each parameter
- (xii) Brief Description of Unit
- (xiii) List of Parameters arrived through calculation or formulae with list of documents as source of
 - a. The summary of the verification process, results of assessment and his opinion along with the supporting documents;
 - b. Broad assessment of the activities/ projects undertaken by the DCs for the purpose of compliance with their energy consumption norms and standards (percentage of Technical and Commercial losses for DISCOMs).
 - c. The details of Annual Energy Audit carried out in order to arrive at the conclusion and opinion, including the details captured during the Annual Energy Audit and conclusion relating to compliance with energy consumption norms and standards (percentage of Technical and Commercial losses for DISCOMs), increase or decrease in percentage of Technical and Commercial losses.
 - d. The record of interaction, if any, between the accredited energy auditor and the designated consumer as well as any change made in his assessment because of the clarifications, if any, given by the designated consumer.

7. EmAEA to prepare a Annual Energy Audit report as per Reporting template to be provided by BEE. The Energy audit report must be structured as specified bellow.

- (1) The structure of annual energy audit report shall be prepared in the format as set-out in the Second Schedule.
- (2) It shall be mandatory to record the energy supplied separately for each category of consumers which is being provided a separate rate of subsidy in the tariff, by the State

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Government, so that the subsidy due for the electricity distribution company is quarterly calculated by multiplying the energy supplied to each of such category of consumers by the applicable rate of subsidy notified by the State Government.

(3) The annual energy audit report shall—

- (a) provide for monitoring of input energy and consumption pattern at various voltage levels;
- (b) identify the areas of energy leakage, wastage or inefficient use;
- (c) identify high loss-making areas and networks, for initiating target based corrective action; and
- (d) identify overloaded segments of the network for necessary capacity additions.

(4) The accredited energy auditor shall highlight the strengths and weaknesses of the electricity distribution company in the management of energy and energy resources in the annual energy audit report and recommend necessary action to improve upon method of reporting data, energy management system in detail along with their underlying rationale. (5) The accredited energy auditor shall sign the energy audit report under the seal of its firm giving all the accreditation details along with details of manpower employed in conducting the annual energy audit.

8. EmAEA to resolve errors, omissions, or misrepresentations in the data/records/ calculations in consultation with the UGVCL prior to completing the Annual Energy Audit report.

9. EmAEA to resolve calculation errors in the Sector Specific Pro-forma in consultation with the BEE prior to completing the Annual Energy Audit report.

10. The successful bidder should fulfill all required data and submission as desired by BEE.

Obligation of Empanelled Accredited Energy Auditor

1. For the work of Annual Energy Audit report and, the Accredited Energy Auditor (AEA) shall constitute a team comprising of a team head and other members including experts.
2. The AEA shall ensure that persons selected as team head and team members must be independent, impartial and free of potential conflict of interest in relation to activities likely to be assigned to them for Annual Energy Audit as per the above regulation.
3. The AEA shall have formal contractual conditions to ensure that each team member of Annual Energy Audit teams and technical experts act in an impartial and independent manner and free of potential conflict of interest.
4. The AEA shall ensure that the team head, team members and experts prior to accepting the assignment inform him about any known, existing, former or envisaged link to the activities likely to be undertaken by them regarding Annual Energy Audit as per the above regulation.
5. The AEA must have documented system for determining the technical or financial competence needed to carry out the functions of Annual Energy Audit and in determining the capability of the persons, the Accredited Energy Auditor shall consider and record among other things the following aspects, namely:
 - a. Complexity of the activities likely to be undertaken;

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- b. Risks associated with each project activity;
 - c. Technological and regulatory aspects;
 - d. Size and location of the designated consumer;
 - e. Type and amount of field work necessary for the Annual Energy Audit as per the above regulation.
6. The AEA shall have documented system for preparing the plan for Annual Energy Audit and functions and the said plan shall contain all the tasks required to be carried out in each type of activity, in terms of man days in respect of designated consumers for the purpose of Annual Energy Audit.
 7. The AEA shall provide in advance the names of the Annual Energy Audit team members and their bio data to the UGVCL concerned.
 - 7(A)The AEA shall provide the Annual Energy Audit with the relevant working documents indicating their full responsibilities with intimation to the UGVCL.for documented procedures to integrate all aspects of Annual Energy Audit as per above regulation;
 8. The AEA shall conduct independent review of the opinion of Annual Energy Audit team and shall form an independent opinion and give necessary directions to the said team if required.
 9. In preparing the Annual Energy Audit reports, the AEA shall ensure transparency, independence and safeguard against conflict of interest.
 10. The AEA shall ensure the confidentiality of all information and data obtained or created during the Annual Energy Audit report.
 11. After completion of the Annual Energy Audit, the AEA shall submit the Annual Energy Audit reports in prescribed formats of BEE as per regulation.

Time Frame

The Time period will be count from the issuing of LOA. Time period of

- 1) Carryout Annual Energy Audit for FY-2020-21 and to be submission to BEE within 45 days from LOA. (Submission of reports must be in Three Copy to this office and single hard/soft copy as desired by BEE)
- 2) Carryout Annual Energy Audit for FY-2021-22 and to be submitted on or before 31.07.2022 to BEE and if Annual audited final account figure is not available within time with UGVCL and GUVNL then this submission to BEE will be consider as provisional Annual Energy Audit report and then after on receiving audited final account figure, final Annual Energy audit report must be submitted to BEE within 45 days from final account audit date. (Submission of reports must be in Three Copy to this office and single hard/soft copy as desired by BEE).

3) TERMS AND CONDITION:

The tenderers should thoroughly read all the following clauses before submitting their tender. The original copy of the Tender documents including Schedule – A, Schedule – B, Schedule – C, Schedule – D, Schedule – E, Annexure-I, II, III, &IV duly signed, stamped with company’s seal must be submitted along with the bid.

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i) **PRICE EVALUATION:**

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis i.e. including all taxes, unless otherwise mentioned in the tender documents. The tenders however will have to give the detailed break-up of the end cost. If UGVCL feels that there is lack of serious competition or any other reasons, UGVCL may negotiate with the L-1 bidder or re-invite the tender. UGVCL's decision shall be final and binding on all the tenderers.

ii) **IMPORTANT :-**

The technical bid should be submitted along with separate EMD + tender fees cover in the respective envelopes and super-scribed accordingly (Duly sealed) so as to reach this office not later than **14:00 hrs** on due Date as specified in the tender notice through RPAD/Speed post only. **Tenders sent through courier / submitted in person / by e-mail etc. shall not be accepted and are liable to be rejected out rightly.**

Please note, that any bid, technical bid and Telegraphic or short offers / bids received after the due date and time will not be accepted and the offer will be ignored out rightly. **NO LATE TENDER / DELAYED TENDER SHALL BE CONSIDERED.**

4) VALIDITY OF THE OFFERS:

The offer will have to be kept valid for a period of 120 days from the date of opening of technical bids. In case finalization of the tender is likely to be delayed, the tenderer will be asked to extend the same without change in the prices or any terms and condition of the offer. If any change is made during the original or extended validity period, the offer will be liable for outright rejection without entering in to further correspondence in this regard and no reference will also be made.

5) MANPOWER :

- i) All manpower deployed by the bidder should be suitably qualified and trained for the job intended to be performed by them.
- ii) The deputed manpower should be extremely polite with consumers and should be able to address consumer grievances about bills issued.

6) PRICES:

Prices quoted shall be FIRM. However, 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'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 UGVCL.

The total price / fees for the works shall be as per the **Schedule –B.**

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- The rate quoted should be inclusive of travel, Lodging and boarding expenses for services detailed in technical scope.
- The price for entire scope of services under this contract is on firm price basis only.
- UGVCL will not bear any additional expenditure, whatsoever on this account except Change in tax. Taxes shall be payable as applicable.
- If work is found unsatisfactory during the currency of the contract, the agency shall promptly mobilize additional personnel for ensuring proper progress and timely completion of the work and under the contract at no extra cost to UGVCL.

7) SECURITY DEPOSIT:

- (a) Within 10 days of receipt of **LOI/LOA** from the UGVCL, the successful bidder, to whom the work is awarded, shall be required to furnish a security deposit for an amount equal to 5% (Five percent) of the total contract price towards successful performance of the contract in accordance with the terms and conditions specified therein. The amount will be paid in DD payable at Mehsana or bank guarantee. The bank guarantee shall be valid up to 45 days after the completion of the entire contract work. The work order will be issued only after receipt of performance Guarantee (SD).
- (b) The Security Deposit will be returned to the bidder without any interest after 45 days of the completion of contract period.
- (c) Bank Guarantee issued by following banks will be accepted as Security Deposit. Bank Guarantees shall be valid up to 45 days after the completion of the entire contract work.

Bank Guarantees issued by following banks will be accepted as Performance Guarantee (PG) for execution period.

1. All Nationalized Banks including the Public Sector Bank - IDBI bank Ltd.
2. Private sector banks - Axis Bank; ICICI bank and HDFC bank

BG issued by Banks other than above will not be accepted.

Note: Above given list of banks will be altered as per GR No issued by Finance Dept., GOG for year 2020-2021.

8) PAYMENT TERMS:

Payment Schedule is as below:

30% Payment	After dully submission of Annual Energy Report for FY-2020-21 to BEE in their Prescribed formats in time limit.
15% Payment	Submission of compliance report and final submission of all formalities of Annual Energy Report for FY-2020-21 to BEE in their Prescribed formats any change /addition/ alterations etc in reporting formats by BEE time to time and submission of confirmation letter from BEE for satisfactory submission and completion of audit report in time limit.

Signature of Tenderer:		Company's Round seal
Date:	Place:	

5% Payment	Satisfactory submission of any compliance desired by BEE after/within One year from date of above submission of compliances and completion of all formalities of Annual Energy Report as desired by BEE.
30% Payment	After dully submission of Annual Energy Report for FY-2021-22 to BEE in their Prescribed formats in time limit.
15% Payment	Submission of compliance report and final submission of all formalities of Annual Energy Report for FY-2021-22 to BEE in their Prescribed formats and any change /addition/ alterations etc in reporting formats by BEE time to time and submission of confirmation letter from BEE for satisfactory submission and completion of audit report in time limit.
5% Payment	Satisfactory submission of any compliance desired by BEE after/within One year from date of above submission of compliances and completion of all formalities of Annual Energy Report as desired by BEE.

After successful submission of the Annual Energy audit report to BEE ,the invoices in quadruplicate in the name of Uttar Gujarat Vij Company Limited duly signed by concern senior officer is submitted to SE (DSM), UGVCL for Annual Energy Audit report as per above regulation who will submit the bill to the Dy. CAO (Bills), Account section, R&C Office, UGVCL on satisfactory completion of related activity. Dy. CAO (Bills) after receiving bills will arrange the payment through RTGS/NEFT. All payments for the aforesaid assignment shall be made to the agency in Indian Rupees as per norms of UGVCL from receipt of the Invoice.

The payment shall be made for the actual work done only. TDS will be deducted as per applicable rate.

9) PENALTY:

Contract Time period will consider from the date of LOA. To till

- a. Carryout Annual Energy Audit for FY-2020-21 and to be submission to BEE within 45 days from LOA. (Submission of reports must be in Three Copy to this office and single hard/soft copy as desired by BEE).
- b. Carryout Annual Energy Audit for FY-2021-22 and to be submitted on or before 31.07.2022 to BEE and if Annual audited final account figure is not available within time with UGVCL and GUVNL then this submission to BEE will be consider as provisional Annual Energy Audit report and then after on receiving audited final account figure, final Annual Energy audit report must be submitted to BEE within 45 days from final account audit date. (Submission of reports must be in Three Copy to this office and single hard/soft copy as desired by BEE).
- c. For calculating the delayed portion, date of actual submission of Annual Energy Audit report for relevant FY shall consider.
- d. For non co-operation and in giving support
- e. Any penalty levied by BEE due to Non/Improper submission of Annual Energy Audit report within specified time limit after fulfillment of required data by UGVCL/GUVNL would be recoverable from Bidder.

Signature of Tenderer:		Company's Round seal
Date:	Place:	

Any delay will attract penalty @ 0.5 % of the contract value per week or part thereof plus GST, max. up to 10 % plus GST or the charges which is liable to be paid by UGVCL due to delay on your account, whichever is higher.

10) POST TENDER CORRESPONDENCE/ENQUIRIES:

Any correspondence or enquiry subsequent to opening of technical and commercial bids is not desirable. If the same is indulged into, it will be considered for disqualifying the tender. The tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any officer of UGVCL, as otherwise the same would also amount to disqualification of the tender.

11) CONTRACT PERIOD:

The term shall be initially being for a period of

- 1) Carryout Annual Energy Audit for FY-2020-21 and to be submission to BEE within 45 days from LOA. (Submission of reports must be in Three Copy to this office and single hard/soft copy as desired by BEE)
- 2) Submission of compliance report and completion of all formalities of Annual Energy Report for FY-2020-21 to BEE in their Prescribed formats any change /addition/ alterations etc in reporting formats by BEE time to time and submission of confirmation letter from BEE for satisfactory submission and completion of audit report by tenderer.
- 3) Carryout Annual Energy Audit for FY-2021-22 and to be submitted on or before 31.07.2022 to BEE and if Annual audited final account figure is not available within time with UGVCL and GUVNL then this submission to BEE will be consider as provisional Annual Energy Audit report and then after on receiving audited final account figure, final Annual Energy audit report must be submitted to BEE within 45 days from final account audit date. (Submission of reports must be in Three Copy to this office and single hard/soft copy as desired by BEE).
- 4) Submission of compliance report and completion of all formalities of Annual Energy Report for FY-2021-22 to BEE in their prescribed formats and any change /addition/ alterations etc in reporting formats by BEE time to time and submission of confirmation letter from BEE for satisfactory submission and completion of audit report by tenderer.

UGVCL also reserves the right to cancel the contract by giving one month notice.

12) COMPLIANCE OF LAW:

The successful bidder will certify that he has complied with provision of industrial & labour Laws including PF Act; ESI Act etc. as may be applicable and submit the relevant documents while submitting monthly bills to SE (DSM), UGVCL. The special terms and conditions as per Schedule 'D' and General terms and conditions of contract as per Schedule 'E' need to be complied by the agency.

13) FORCE MAJEURE:

Due consideration will be given for waiver/ levi 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.

Signature of Tenderer:		Company's Round seal
Date:	Place:	

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

The request made after one month on completion of the work 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 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”.

14) Statutory Deduction

Income Tax & GST TDS will be deducted as per government rules.

15) EVENT OF DEFAULT & CONSEQUENCES :

- (a) If the bidder is not executing the works in accordance with the contract or is neglecting to perform his obligations, there under, as seriously, to affect the program for carrying out of the works, the Chief Engineer(OP) may give notice to the bidder requiring him to make good such failure or neglect.
- (b) If the bidder :
 - (i) Has failed to comply within a reasonable time.
 - (ii) Assigns the whole of the works without the Chief Engineer(OP) written consent, or

Signature of Tenderer:		Company's Round seal
Date:	Place:	

- (iii) Becomes bankrupt insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.
- (c) The employer shall, as soon as possible after such termination, certify the Value of the works and all sum then due to bidder as at the date of termination.
- (d) The Chief Engineer (OP) shall not be liable to make any further payment to the bidder until the works have been completed. When the works are so completed, the employer shall be entitled to recover from the bidder extra cost, if any, of completing the work allowing for any sum due to the bidder. If there is no such extra cost, the Chief Engineer (OP) shall pay any balance due to the bidder.
- (e) The bidder's liabilities shall immediately cease when the employer expels him from the site without prejudice to any liabilities there under that may have already accrued.
- (f) If the bidder is not able to complete the work order / part of the work order for any reason and the work order is forced to be closed prematurely by the Chief Engineer(OP), the bidder shall be put in to "No deal with UGVCL" for period of minimum two years from the date of order of no deal.

16) SETTLEMENT OF DISPUTES:

- (a) Any disputes or differences arising out of or in connection with the contract shall, to the extent possible, settled amicably between the parties.
- (b) If any dispute or difference of any kind whatsoever shall arise between the UGVCL and the bidder during the performance of the works whether during the progress for the work or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the empowered officer to be appointed by the UGVCL, who within a period of Thirty (30) days after being requested by either party to do so , shall give written notice of his decision to the UGVCL and the bidder.
- (c) Unless as here in after provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the bidder who shall proceed with the works with all due diligence, whether he or the Chief Engineer (OP) required arbitration as hereinafter provided or not.
- (d) If after the Empowered officer has given written notice of his decision to the parties, and no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.
- (e) In the event of the Empowered officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the owner or the bidder being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of Thirty (30) days, as the case may be, either party may require that the matter in dispute be referred to arbitration as hereinafter provided.

Signature of Tenderer:		Company's Round seal
Date:	Place:	

(f) JURISDICTION: All above conditions are subject to Mehsana jurisdiction.

17) INSURANCE:

The bidder shall insure against liability to third parties for any death or personal injury and loss of or damage to any physical property including the property of the UGVCL other than the works arising out of the performance of the contract and occurring before the issue of the last defect liability certificate. Such insurance shall be taken before the bidder begins any work on the site. UGVCL is not at all responsible for any type of claim of the bidder or by his employees etc.

18) ARBITRATION

All matters, question, disputes, differences and / or claims arising out of and / or concerning and / or in connection and / or in consequences or relating to this contract whether or not obligation of either of both parties under this contract be subsisting at the time of such dispute and whether or not this contract has been terminated or purported to be terminated or completed, shall be referred to the Arbitrator nominated by the Managing Director of the Company which will be binding on the agency. The award of the arbitrator shall be final.

19) AGREEMENT:

As per company's rule an agreement on stamp paper of appropriate value is to be done in the prescribed form as per **ANNEXURE-I** within 15 days from the receipt of the LOA/LOI. The conditions, specifications, price-schedule and contract work booklet are to be signed by the bidder. The agreement will be done at concerned circle offices.

20) Amendment of Tender

At any time prior to the last date for receipt of bids, UGVCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Firm/Agency, modify the Tender Document by an amendment. In order to provide prospective Firm/Agency reasonable time in which to take the amendment into account in preparing their bids, UGVCL may, in its sole discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the Invitation for Tender. Any amendment/clarification issued on Tender will be in writing and will be published on the UGVCL website to make it accessible to all Bidders and shall be deemed to be a part of this document.

- Encl:**
1. Schedule A:
 2. Schedule B: Financial Proposal
 3. Schedule C: Technical Proposal
 4. Schedule D: Special Terms and Condition
 5. Schedule E: General Condition of Contract
 6. Annexure: I, II, III, IV

Chief Engineer (OP)
UGVCL, Corporate office,
Mehsana.

Signature of Tenderer:		Company's Round seal
Date:	Place:	

SCHEDULE – ‘A’

1	Tender no.	UGVCL/ Annual Energy Audit 2020-21 & 2021-22/Consultancy/2022/01
2	Description of Item	As per Schedule -B
3	Tender Quantity	As per Schedule -B
4	Estimated Cost	Rs. 3,00,000.00 (Without GST)
5	Cost of Tender Document (Non- Refundable)	Rs. 500.00 + Rs.90.00 (@18% GST)= Rs.590.00
6	Earnest Money Deposit	1% of the estimated cost (i.e. Rs.3,000.00)
7	Last Date of submission of physical tender and other relevant documents by Regd./ Speed Post at Corporate Office, Mehsana.	25.03.2022 up to 14.00 Hrs
9	Scheduled date of physical opening of tender (EMD Cover, Tech. Documents)	29.03.2022 at 14.00 Hrs
10	Tentative Date of Opening of Price Bids of tech. qualified bidders.	29.03.2022 at 17.00 Hrs (Tentative If Possible)
Details of Tender Fee/Earnest Money Deposit paid by the Tenderer:		
1	Demand Draft No. _____ dated _____ On _____ Bank for Tender Fee Rs. 590.00	
2	Demand Draft No. _____ dated _____ Drawn on _____ Bank for EMD of Rs. 3,000.00	

Signature of Tenderer:		Company's Round seal
Date:	Place:	

SCHEDULE – ‘B’

FINANCIAL PROPOSAL

(PRICE-BID)

For Annual Energy Audit as per Regulation of GOI for FY-2020-21 & FY- 2021-22.

To,
The Chief Engineer (Operation),
Uttar Gujarat Vij Company Limited,
Regd. And Corporate Office, Visnagar Road,
Mehsana – 384001, Gujarat.

Sub: Financial proposal for selection of Empanelled Accredited Energy Auditing firm (EmAEA) for Annual Energy Audit as per Regulation of GOI for FY-2020-21 & FY- 2021-22 UGVCL.

Sir,

1. With reference to your Tender Document No.dated for Annual Energy Audit as per Regulation of GOI for FY-2020-21 & FY- 2021-22 by Empanelled Accredited Energy Auditing firm (EmAEA) for Uttar Gujarat Vij Company Ltd (UGVCL), Mehsana based on meeting the eligibility criteria.
2. Our financial quote is as below:

Sr. No.	Type of Service	Unit	Qty	Rate (INR)	Amount excluding GST (INR)	% GST Applicable	GST Amount (INR)	Amount with GST (INR)
1	For Annual Energy Audit as per Regulation (CG-DL-E-08102021-230245) of GOI for FY-2020-21 & FY- 2021-22 by Empanelled Accredited Energy Auditing firm (EmAEA) for Uttar Gujarat Vij Company Ltd (UGVCL), Mehsana as per scope of work, and final submission to BEE in desired format.	Lump sum	1	300000	300000	18%	54000	354000
Final Amount with GST (INR)								
Final Amount in Words: Three lakhs and Fifty Four Thousand Rupees only.								

Signature of Tenderer:		Company's Round seal
Date:	Place:	

REMARKS:

- 1) I/We agree to provide service as noted above at the rates here in tendered by me/us subjected to the condition of tender and provide the service as per tender inquiry which I/We have carefully read and which I/We thoroughly understood and to which I/We agree.
- 2) I/We here by agree to keep this offer open for 120 days after the date of opening of technical bids of the tender and shall be bound by Communication of acceptance dispatch within the prescribed time.
- 3) Above Rates should be inclusive of all the expenses and any other expenses shall not be reimbursed

PLACE:

DATE:

SIGNATURE OF TENDERER & ROUND SEAL

Chief Engineer (Op)
UGVCL, Corporate Office, Mehsana

Signature of Tenderer:		Company's Round seal
Date:	Place:	

Schedule – “C”

(On Consulting Firm Letter Head)

TECHNICAL PROPOSAL

To,
The Chief Engineer (Operation),
Uttar Gujarat Vij Company Limited,
Regd. And Corporate Office, Visnagar Road,
Mehsana – 384001, Gujarat.

Sub: Technical proposal for selection of Annual Energy Audit as per Regulation of GOI for FY- 2020-21 & FY- 2021-22 by Empanelled Accredited Energy Auditing firm (EmAEA) for Uttar Gujarat Vij Company Ltd (UGVCL), Mehsana.

Sir,

1. With reference to your Tender Document No.dated for Annual Energy Audit as per Regulation of GOI for FY-2020-21 & FY- 2021-22 by Empanelled Accredited Energy Auditing firm (EmAEA) for Uttar Gujarat Vij Company Ltd (UGVCL), based on meeting the eligibility criteria.

Sr. No.	Eligibility Criteria	Yes/No	If yes, details of documents attached
a.	Brief description about the consultant		
b.	Eligibility Criteria		
	1. The Bidders are required to submit all required documentation in support of the Eligibility/Qualification Criteria specified (e.g., detailed project citations and completion certificates, client, contact information for verification, profiles of project resources and all others). 2. Office Address, Email and contact number of the Firm. 3. Name and Certification Number of Lead AEA and List of CEA/AEA. 4. Duly signed & stamped Schedule –A, Schedule – B, Schedule – C, Schedule – D&E, Annexure- I, II, III & IV. 5. The bidder should be enlisted in the list of Empanelled Accredited Energy Audit firm for carrying out Annual Energy Audit as per		

Signature of Tenderer:		Company's Round seal
Date:	Place:	

	<p>Regulation of GOI for FY-2020-21 & FY- 2021-22 under BEE accredited list as on or before date of publish of tender, issued by BEE in website https://www.beeindia.gov.in/accredited-energy-auditor. Copy of Accreditation is required.</p> <p>6. Consulting firm should submit valid documentary proof of details of GST (Goods and Service Tax) and Income tax registration no. (PAN). Copy of registration certificates.</p> <p>7. The bidder should not be black-listed/ceased by any company or subsidiary company of GUVNL or any PSU. Undertaking to this effect is required to be attached with the Technical Bid as per Annexure-III of tender.</p>		
c.	Approach		
d.	Methodology		
e.	Work Plan and Schedule		
f.	Team Size		
g.	Detailed Resume of the Team leader and Team members of the consultant (with copies of certificates to support qualifications)		

Further, I hereby certify that:

I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender Document are acceptable to me and I have not taken any deviation to any clause.

4. I further confirm that any deviation to any clause of Tender Document found anywhere in my bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the UGVCL.

PLACE:

DATE:

SIGNATURE OF TENDERER & ROUND SEAL

Note: In absence of above declaration/certification, the Tender Document response is liable to be rejected and shall not be taken into account for evaluation.

Signature of Tenderer:		Company's Round seal
Date:	Place:	

SCHEDULE – ‘D’

SPECIAL TERMS AND CONDITIONS:

APPOINTMENT ORDER:-

The Agency shall provide the personnel meeting with the Company requirement as shown herein and the Agency will have to furnish a copy of appointment order issued, by them to the individual as and when deployed for the assignment of the Company.

The Contractor should certify the Character and criminal records, if any, of all personnel at the time of engaging within one month.

1. All the persons engaged by Contractor shall be on the Contractor's Payroll and the Contractor shall have to disburse wages through Banks to the personnel engaged as per prevailing rates applicable to various categories. The Contractor should also indicate the names along with the wages paid to them and submit one copy of the payment sheet and Xerox Copy of the Register as proof for record.
2. The Company shall be at liberty to deny the entry to the Contractor's person / persons in the premises of the Company if there is complaint against person / persons for whatever reason including non-integrity, misconduct, non-committing, misbehavior displayed, and in that case, such type of person / persons should be withdrawn immediately from Company's assignment on written request from the Authorized Officer of the Company.
3. The Company shall not be liable to pay any charges other than agreed upon in this Contract. Weekly off reliever or substitute or overtime or any kind of financial burden will not be paid by the Company whatsoever it may be. All such payments as per statutory provisions of the Act should be borne by the Contractor, if the Contractor engages any personnel for more than eight hours on any day; no any escalation will be paid by the Company.
4. The Contractor shall deploy his staff as per requirement, which may vary from time to time.
5. All other general terms and conditions of the Company's General Terms & Condition of contracts shall be applicable to this contract also.
6. The Contractor should provide copies of appointment order of personnel engaged for the said work before starting the contract activity.
7. The Agency shall provide full information, to the Company of the personnel to be deployed, which shall include:-
 - i. Self-attested photo copy of PAN Card / any other Photo identity card issued by Government authority;
 - ii. Full name
 - iii. Details of his native place with proof of address;

Signature of Tenderer:		Company's Round seal
Date:	Place:	

- iv. Bank **Account** Number; &
- v. Education Qualification.

8. (a) The contractor shall be responsible for proper behavior of the persons employed by him and exercise control over them. He shall also be bound to prohibit and prevent his employees for taking any direct or indirect interest and/or support, assistance, maintaining or helping any person or persons engaged in any anti-social activities, demonstrations, riots, agitations, which may in any way be detrimental or prejudicial to the interests of the Company community, proprietors, or occupiers in the neighborhood. In such events the Contractor not jeopardize the interest of the Company in any manner and the Company shall be indemnified by the Contractor against any consequential claims, actions, suits, proceedings, loses, or damages on any grounds whatsoever. The Contractor shall be solely responsible and liable by his personnel, which may lead to any proceedings in the Court of Law against the Company or claim for payment of damages / loss of property of any citizen.
- (b) All persons of the Contractor entering in the work premises shall be properly and neatly dressed while working in the Company premises, including work site.
9. Any failure on the part of the Company at any time of enforcement of strict observance of the performance of any of the terms and conditions of this Contract, exercise of any rights mentioned in the contract, shall not constitute a waiver of such terms and conditions of rights and shall not affect or deprive the Company of exercising the same at any later date.
10. The Contractor employing more than ten workmen on any day of the preceding six months at contract labour shall be required to obtain requisite License at his cost from the appropriate Licensing Officer before undertaking contract work. The Contractor shall be solely liable and responsible for short compliance with the requirements under the Contract Labour (Regulation and Abolition Act) 1970 and Rules therein.
11. The Company shall not be liable in any respect for damages or compensation for any injury or for any occupational disease particular to the employment to any person engaged throughout the contract and the Contractor shall keep the Company indemnified thereof by obtaining insurance of personnel.
12. In case of any default in respect of work in accordance with the requirements specified by the Officer in charge, the Company will have the right to complete the required work from other sources at the risk and the cost of the Contractor or terminate the contract and forfeit the Security Deposit etc. The Contractor shall be liable to the Company for all consequential losses / damages additional expenses etc. incurred by the Company on account of breach of contract
13. The agency will not be allowed to sub-let the work / contract to any other agency or firms.
14. For any reasons whatsoever and of which the Company shall be sole judge, the Company may terminate this contract by giving the Notice of ONE MONTH and the Contractor and his personal shall vacate the site / work place on the expiry of such period. In the event of such termination of contract, the Contractor shall be paid, for all the work executed up to the period of termination,

Signature of Tenderer:		Company's Round seal
Date:	Place:	

including refund of Security Deposit, subject to deduction of any dues penalties, other recoveries etc. within a period of two months at the direction of the officer in-charge

15. Contractor shall exclusively be liable for non-compliance of any Acts, Laws, Rules and Regulations having over engagement of workers directly or indirectly or execution of work and Contractor hereby undertakes to indemnify the Company against all actions, suits, proceedings, claims, losses, damages etc. which may arise under Payment of Wages Act, Workmen's Compensation Act, Fatal Accident Act, Employees Provident Fund Act, Family Pension Scheme, Deposit Linked Insurance Scheme, or any other Act or statute herein not specifically mentioned, but having direct or indirect application for the persons engaged in this contract.
16. During the period of contract, Contractor himself or his authorized representative shall be required to remain present at site, so that he can be contacted in case of emergency.
17. Contract has to produce attested copies of the following documents in the name of the Agency issued by the Competent Authority.
 - i) Registration Number.
 - ii) Provident Fund Code Number.
 - iii) Income Tax Number
 - iv) Professional Tax Number.
18. Contractors should possess PF Code Number in the name of the Agency. Contractor who does not possess PF Code will not be considered for acceptance of Tender.
All other general Terms and Conditions of the Company, Agreement shall be applicable to this Contract also. During the tenure of the order, the Company may impose terms and conditions for safety of the Company's asset and men power.

Signature of Tenderer:		Company's Round seal
Date:	Place:	

SCHEDULE – ‘E’

GENERAL CONDITION OF CONTRACT

1. Wages to be paid through banks to the employees deployed by the Contractor:

- A.** The Contractors shall pay minimum rates fixed under the norms. The wages shall be paid by him before the expiry of 7th day of the last day of the month in respect of which the wages are payable (i.e. wages of a month have to be paid by him in the first week of the next month). The payment shall be disbursed to the Personnel through Banks.
- B.** The Contractor shall give his telephone number and address to the Company so that in case of labour trouble etc. the Contractor can be contacted. The Contractor shall arrange to have his office and the Contractor shall keep himself present throughout the work hours.

2. Labour Laws:

- A.** Person below the age of 18 years shall not be employed for the work.
- B.** Contractor shall maintain a valid labour license under the Contractor labour (Regulation and Abolition) Act for the employing necessary manpower to be required by him in the absence of such license the Contractor shall be liable to terminated without assigning any reasons thereof.
- C.** The Contractor shall, at his own expense, comply with all Labour Laws and keep the Company indemnified in respect thereof, Some of the major liability-es under various Labour and Industrial Laws which the Contractor shall comply with areas under:-
 1. Payment of contributing of way of Employers contribution towards Provident Fund, Family Pension Scheme, Deposit Linked Insurance Scheme, Administrative Charges etc, at the rates made applicable from time to time by the Government of Gujarat / Government of India or other Statutory Authorities.
 2. Payment of deposit in respect of each contract labour at the applicable rate with the office of Commissioner of Labour as per Contract Labour (Regulation and Abolition) Act.
 3. License as prescribed under the Contract Labour (Regulation and Abolition) Act and Rules framed there under depending upon the number of workman employed by the Contractor, License is compulsory if ten or more labours engaged due date.
 4. Identity Cards as prescribed under the Factories Act / shops & Establishment Act (as the case may be) with photo affixed there to the same for identification.
 5. Payment of retrenchment compensation, notice pay and other liabilities as per Industrial Disputes Act. Any payment to the Contractor's employees arising out of any claim or disputes under the Industrial Disputes Act. 1947 or any other Labour Laws,
 6. Payment of compensation in case of accidental injury.
 7. **Deposit Linked Insurance Scheme:**
The Contractor shall have to deposit ½ % of the wages in respect of who is a member of the Provident Fund as the contribution to the Deposit Linked insurance Scheme with Regional Provident Fund Commissioner, Ahmedabad.
 8. **Administrative Charges:**
Administrative Charges for maintaining Provident Fund Account shall be deposited by the Contractor with Regional Provident Fund Commissioner, Ahmedabad at the rates applicable.
 9. **Workmen's Compensation Fund and Employer's Liability Insurance:**

Signature of Tenderer:		Company's Round seal
Date:	Place:	

The Contractor shall cover all his employees under Workmen's Compensation Fund and under the liability Insurance.

10. The Contractor shall employ adequate number of experienced staff for daily supervision and for maintenance of various registers and records required under the law and contract. No payment for supervision shall be admissible.

11. Contractor to indemnify the Company:-

The Contractor shall indemnify and keep indemnified the Company, every member, officer and employees of the Company, also Officer in charge and his staff against action proceeding claims, demands, costs and expenses whatsoever arising, out of or in connection with the matters referred in above clauses and elsewhere and against all actions claims, demands, cost and expenses which may be made against the Company by any workmen / employees of the Contractor or any sub-contractor and / or Contractor from any liability any wise any workman employees of the Contractor or sub-contractor under any Laws, Rules or Regulation having the force of law including but not limited to claims against the Owner Workmen Compensation Act 1923.

The Employees' Provident Fund Act, 1952 and or the Contract Labour (Abolition and Regulation) Act, 1970 the Company shall not be liable for in respect of or in consequence of any accident or injury to workman of other person in the employment of the Contractor or his sub-contractor and the Contractor shall identify workman in the Company against all such damage and compensation and against all claims, demands, proceeding costs, charges and expenses whatsoever in respect thereof or in relation there to.

12. Workman's Compensation & Employer's Liability Insurance:

Insurance shall be affected for all the Contractor's employees engaged in the performance of these Contractors. If any of the work is subjected, the Contractor shall require the sub-Contractor to provide workman's compensation and Employers Liability insurance for the letter's employees are covered under this Scheme.

If any Agency found having involved in any kind of malpractices such as under payment to its employees, irregularity in computation of duty hours, less deduction of Provident Fund & default in other statutory compliances or in maintaining required manpower as per Contract or failure in employing Leave Reserve supervisor, the Company will have the right to terminate the contract of such Agency immediately without giving any notice.

3. The Company will be entitled to deduct directly from the bills, to be paid to the Contractor any sum payable by the contractor and which sum the Company is required to pay as a principal employer on account of Contractor's default in respect of all liabilities referred to in above clauses.

4. Contractors default in respect of all liabilities referred to in above clauses.

5. Nothing in the contract document stated shall anyway constitutes any workman / employees of the Contractor or any sub-contractor as or to be workman employees of the owner or place obligatory liability in respect of any such workman / employee upon the Company.

Signature of Tenderer:		Company's Round seal
Date:	Place:	