

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

TENDER NOTICE No:-UGVCL/PROJECT/BOPAL-2/RMU CMC/099

## TENDER DOCUMENT

For

One Year Complete Cover Warranty Maintenance  
Contract (CMC) for Ring Main Units having of Various  
Configuration at Bopal Division under Sabarmati  
Circle.

### UTTAR GUJARAT VIJ COMPANY LIMITED

Registered & Corporate Office: Visnagar Road, Mehsana-384001  
CIN No. U40102GJ2003SGC042906

Telephone: 02762-222081 Fax: 02762-223574

URL: [www.ugvcl.com](http://www.ugvcl.com) e-mail: [cepp@ugvcl.com](mailto:cepp@ugvcl.com)

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

TENDER NOTICE No:-UGVCL/PROJECT/BOPAL-2/RMU CMC/099

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Instructions to Bidder & Conditions of Contract for TENDER NOTICE No:-UGVCL/PROJECT/BOPAL-2/RMU CMC/099

Signature of Tenderer  
Place:

Company's Round Seal  
Signature of Tenderer

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## NOTICE INVITING TENDER

PR NO: - XXXXXX

RFQ - XXXXX

The Chief Engineer (P&p) -UGVCL invites **“On line Tenders (e-tendering)”** for **One Year Complete Cover Warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle from bidders who fulfill tender conditions.** Tender Papers & Specifications may be down loaded from Web site [www.nprocure.com](http://www.nprocure.com) (For view, down load and on line submission) and UGVCL web site [www.ugvcl.com](http://www.ugvcl.com) (For view & down load only). Tender fee, EMD as applicable shall be paid along with submission of tender in EMD cover. “All the relevant documents of tenders to be submitted physically” will be received only by registered Post A.D. or Speed Post addressed to The Chief Engineer (P&P), UTTAR GUJARAT VIJ COMPANY LTD., Regd. & Corporate Office, MEHSANA “NO COURIER SERVICE OR HAND DELIVERY” will be allowed.

1	Tender No.	UGVCL/PROJECT/BOPAL-2/RMU CMC/099
2	Description	One Year Complete Cover Warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle.
3	Estimated Cost	-
4	Tender Fees (Non Refundable)	Rs. 7,500.00 + 18% GST = Rs. 8,850.00
6	Ernest Money Deposit Amount	Rs. 1, 20, 000.00
7	On Line tender Submission Last Date	17.08.2022 up to 18.00 Hrs.
8	Relevant Documents Physically Submission Date	On or before date 20.08.2022 up to 17:00 Hrs.(By registered post or speed post only.)
9	Date of opening of Tender Fee & EMD COVER Documents & Verification with Physically submitted documents	22.08.2022 at 11.00 Hrs.
10	Date of On Line Opening of Technical Bid	25.08.2022 at 11.00 Hrs.
11	Date of On line Opening of Price Bid (Tentative, if possible)	01.09.2022 at 11.00 Hrs.
12	Bid validity	120 days

**Every bidder has to inform their GSTIN No. at the time of payment of applicable fees.**

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## IMPORTANT CONDITIONS

1. All the relevant documents as per requirement of the Tender also to be submitted physically along with the Tender Fee, EMD cover in sealed cover on OR before due date and time. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained. The envelope must be with heading of "Tender No: UGVCL/PROJECT/BOPAL-2/RMU CMC/099 "One Year Complete cover warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle."
2. Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, as applicable, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.
3. **Bidders are requested to submit price - bid (Schedule - B) on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation.**
4. It is mandatory for all the bidders to submit their tender documents by both forms viz. on-line (e-tendering) and physically in schedule time. If tender documents submitted in only any one form, say either by on line or physically, in that case the same tender will not be considered.
5. The Techno-Commercial bid shall be opened on-line at date and time mentioned in the tender notice, if possible. Technical and pre-qualification bid details specification will be opened first and subject to evaluation based on the qualification criteria contained in the individual bid document. Price bids of bidders who are assessed and declared as substantially technically responsive on evaluation of the technical bid will be opened for commercial evaluation.
6. **DELAYED AND LATE TENDERS:**  
No tender shall be accepted / opened in any case which are received after due date and time of the receipt of tender irrespective of delay due to postal services or any other reasons and UGVCL shall not assume any responsibility for late receipt of tender. Any correspondence in this matter will not be entertained.

The tender offer shall be submitted in time specified in the following manner:

**The bidder has to submit their bid in One Big Cover, in which following two covers should be kept separately:**

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Signature of Tenderer  
Place:

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## COVER - I (Tender Fee & EMD)

### 6. TENDER FEE:

Tender fee is Rs. 7,500.00 plus 18% GST = Rs. 8,850.00 (Rs. Eight Thousands Eight Hundreds Fifty only) (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 (IPO's) & Cheques are not acceptable. Demand Draft should be in the name of "Uttar Gujarat Vij Company Limited", Payable at Mehsana.

### 7. EARNEST MONEY DEPOSIT:

E.M.D. is Rs. 1, 20, 000.00. The EMD is payable by Demand Draft in favour of the Uttar Gujarat Vij Company Limited on any Scheduled / Nationalized Banks in Mehsana. It can also be furnished by way of an irrecoverable Bank Guarantee from any nationalized Bank in a standard format prescribed by UGVCL (Format given in this tender document).

## COVER - II (Techno- Commercial Bid)

In this part of bid, bidder will have to furnish guaranteed technical particulars in regard to all requirement details of Technical Specification Schedule and confirmation of terms and conditions and its addendum/corrigendum, if any, along with details required in various/schedules "EXCEPT THE PRICE SCHEDULE" so that the purchaser may be able to examine whether the offer submitted is technically acceptable or not and also confirm to our commercial terms and conditions. The bidder has to submit also the bid document duly signed & stamp on each page.

**Initially Cover-I will be opened to confirm the submission of Tender Fee & EMD & if the bidder has submitted the same as per tender terms , their Cover- II will be opened for technical evaluation.**

### 8. UGVCL BANK DETAILS:

Name of Company : Uttar Gujarat Vij Company Limited  
Bank Name : Bank of Baroda  
Bank Account Number : 01520500013524  
IFSC Code : BARBOMEHSAN (Fifth letter is Zero)  
Type of Account : Cash Credit

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

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

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

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

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## Part-I

### INSTRUCTION TO BIDDERS

- Tender fee is Nonrefundable.
- The Bidders are forbidden from furnishing their own printed / typed commercial and other terms and conditions.

The Bidders shall specifically note that the Tenders are invited on “One Year Complete Cover Warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle.”

- The Bidders shall specifically note that the quantities of visiting & validating of working Ring Main Units are likely to vary as per the actual failure rate and payment shall be made on the basis of actual visit and revalidating carried out.
- The Bidders shall have to submit complete bound sets of their offer.
- The Bidders will ensure submission of the Tenders duly filled in before the due date and time, by R.P.A.D. or Speed Post along with e-Tender only. **Offer by Hand Delivery or by Courier will not be accepted.**
- Bidders are not allowed to transfer their offer to other firm who have not purchased the tender document nor to the firms who have purchased the tender document.
- Seal and Signature with date at all pages of all documents / Annexure are must. The bid which is not opened due to any reason/s in that case the same will not be returned to the bidder in any case / circumstances.
- **Main Envelop Must Contain two envelops as Following:**
  1. One envelope containing:  
The details and Documents of Tender Fee, EMD fee as applicable. (Separate - DDs/ cash receipts to be enclosed) GST Certificate shall be kept in cover.
  2. Second envelope containing:  
The tender document along with all Annexure duly filled in and signed as well as stamped on each page as mark of acceptance.

**In absence of any of the above, techno-Commercial bid will not be opened / the opening of tender of the party will be at the discretion of the UGVCL.**



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- Download Tender Documents in (PDF Format) as per above contents:
- To view the PDF file please use “Acrobat Reader” software which can be downloaded from “Adobe” website.
- In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:
  - (n) Procure Cell
  - (n) Code solutions-A division of GNFC Ltd.,  
403, GNFC Info tower, S.G. Road, Bodakdev,  
Ahmedabad - 380054 (Gujarat)
- Toll Free: 1-800-233-1010 (Ext. 501, 512, 516, 517, 525) Phone  
No. 079-26857315 / 316 / 317
- Fax: 079-26857321 / 40007533 Email: nproucre@gnfc.net
- Other Terms & Conditions as per detailed tender document
- Any Techno-Commercial questions, information and clarifications that may be required pertaining to this enquiry should be referred to “THE CHIEF ENGINEER (P&P), UTTAR GUJARAT VIJ COMPANY LTD., Corporate Office, MEHSANA. “For any query or correspondence please quote Tender Number.
- **Tender evaluation: L1 bidders (irrespective of new or existing agency) offer shall be considered as base offer and other agency to match with base rate / offer for placement of order.**
- The UGVCL may split up the work amongst more than one Tenderer for any particular work. The lowest bid may not guarantee to be offered the whole contract.
- After opening of the tender and within the validity period no reduction or enhancement in offer price by the tenderer will be entertained. On the other hand, it will make the tender liable for rejection. However management reserves the right for negotiation of rates & terms from among the eligible bidders.
- Conditional Offers shall not be accepted
- The bidder should have valid PAN No, GST Number and workman compensation in addition to other statutory compliances. Copy of registration to be submitted. In case bidder is not having these details, bidder to give the undertaking that it will be obtained by them before the start of works at site or suitable sub- contractor with approval of UGVCL having the suitable statutory compliances and documents shall be executed for engagement of these works where copy of valid details shall be submitted to UGVCL before start of works.
- Recent test certificates copy of testing instruments by approved Govt. / NABL laboratory must be submitted - NOT LESS THAN ONE YEAR OLD.

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Signature of Tenderer  
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## DETAILS REQUIRED TO BE FURNISHED BY THE BIDDERS

SR NO	PARTICULAR	
1	Whether the Bid submitted is on as per schedule B for “One Year Complete cover warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle.” as called for.	YES / NO
2	Whether the tender excluding Price Bid is submitted <u>ON LINE</u> only.	YES / NO
3	Whether all pages of Tender Specifications / offer are sealed and signed by the Bidders.	YES / NO
4-a	Whether Tender fee paid	YES / NO
4-b	In case of Yes, please furnish details ( D.D./Cash)	
4-c	Whether EMD paid	YES / NO
4-d	In case of Yes, please furnish details ( D.D./Cash)	
5	Whether following documents of General terms and condition are Submitted	YES / NO
6-a	Human Resources details	YES / NO
6-b	Availability of machinery and instruments	YES / NO
6-c	Details of experience	YES / NO
6-d	Financial capability	YES / NO
6-f	Last three years audited annual account	YES / NO
6-g	Company’s Article Of Association / Partnership deeds	YES / NO
6-h	Details of Partners / Directors	YES / NO
6-i	Board Resolution / P.A. Authorizing Person to sign on behalf of firm	YES / NO



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## PART-II

### Qualifying requirements of the bidders

Bids are invited for the “One Year Complete cover warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle.”

- Bidders who fulfill any of the following criteria are eligible for offering the bid.

Gujarat State firms or outside Gujarat state firms, who have got adequate facility for repairing and testing of RMUs and have **supplied, installed & commissioned at least 150 nos. of new RMUs** of Various Configuration against Purchase Orders issued by GUVNL and its subsidiary companies during last seven financial years & have repairing set up in jurisdiction of UGVCL OR outside jurisdiction of UGVCL area but within the state of Gujarat.

### OR

Gujarat state based existing agencies who are engaged in Supply & Installation or maintenance of RMUs on as a Contractor and have **supplied, installed & commissioned or maintained at least 150 nos. of new RMUs** of various configuration against Orders issued by GUVNL and its subsidiary companies during last seven financial years & have repairing set up in jurisdiction of UGVCL OR outside jurisdiction of UGVCL area but within the state of Gujarat.

**(Repairing unit for CMC should be within jurisdiction of UGVCL OR outside but within the state of Gujarat)**

**The agencies which are debarred/ blacklisted/ stop deal by GUVNL Group companies will not be eligible for offering the bid.**

- Bidders, who are not OEM, must have to submit the authorization letter from OEM to participate in this tender for supply of various original parts and back to back guarantee thereof.
- Purchase / Work Order Copy & Valid Experience certificate for supply or maintenance of RMUs shall have to be submitted with offer and the technical bid shall be evaluated on the merits of experience. In case tenderer fails to submit such experience certificate, UGVCL reserves the right to take suitable action including rejection of their offer without any communication.
- The bidder must confirm that they own or have legal possession of repair shop / workshop as well as office within the geographical area of the UGVCL OR outside jurisdiction UGVCL area but within the state of Gujarat.

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- The bidder should have adequate & experienced resources to ensure proper design, engineering, and quality control and safety practices. Bidder to submit the suitable required details of such resources for job awarded against this tender.
- Bidder has to offer all the materials/services/repairing work as per the scope of the work as enclosed.
- Minimum Average Annual Financial Turnover during last three financial years, ending 31st March 2022 shall be at least 30% of Tender Value supported by certificate duly audited by Chartered Accountant. For the turnover of last financial year (FY 2021-22), bidder may submit the provisional turnover certificate, duly certified by Chartered Accountant.
- A bidder does not anticipate change in the ownership during the proposed period of work.
- Valid documentary proof like invoice from suppliers / delivery Challan for providing spare RMU as per Tender's terms and conditions mentioned at Page No. 43.
- Firm has to submit their working team structure and technology available to carry out this work.
- Bidder have to submit documentary evidence i.e. CV for skilled staff and engineers which are capable to carry out execution of work.
- Documentary evidence for Clause No. 31 of Part - III

UGVCL reserves the right to call for any additional requirement and also reserves the right to reject the proposal of any bidder, if in the opinion of the UGVCL, the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.

For all the above, attested documentary evidence should be furnished.

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

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## PART-III

### General Condition of Contract

#### 1. DEFINITION

- The "OWNER" shall mean the UTTAR GUJARAT VIJ COMPANY LIMITED., having its corporate office at Visnagar Road, Mehsana-384004 Gujarat, India.
- The "Contractor" / Successful Bidders shall mean the Bidders; whose Bid has been accepted by the UGVCL for award of the contract and shall include his authorized representatives.
- The "Engineer-in-Charge" shall mean the authorized officer of the UGVCL to act as Engineer-in-Charge to supervise the work - for the purpose of the contract.
- The "Specification" shall mean the Bid forming a part of the contract along with Performa, schedules and drawings.
- The "Order" shall mean the official letter issued by the UGVCL, informing the bidder that his Bid has been accepted.
- The "Contract" shall mean the agreement to be entered into by the UGVCL with the contractor and shall include the commercial technical and general conditions, schedules, drawings and any other conditions specifically agreed between the parties forming a part of the contract.
- The "EMD" shall mean Earnest Money Deposit.
- The "Contract Value" shall mean the total amount indicated in the contract agreement as per order placed by the UGVCL and calculated from the quantities indicated in the Bid.
- The "Completion Period" shall mean the period starting from the date of issue of "Acceptance of Tender / Work Order" and required to complete the work in all respect.
- The "Work" shall mean activities to carry out works in line with CMC i.e. Complete cover warranty Maintenance Contract (any loss or electrical defect occurred in RMU except communication part by any means must be under the scope of work) for which order is issue for covering whole RMU with terminations & its accessories for RMU under Sabarmati Circle.
- "Inspector" shall mean the any person nominated by UGVCL from time to time to inspect the works under the contract and/or duly authorized representative of the UGVCL.
- "Letter of Acceptance" shall mean the official notice issued by the UGVCL notifying the contractor that his bid has been accepted.
- "Date of Commencement" is the date when PO placed by the Owner.
- "Date of Contract" Shall mean the date on which Letter of award has been issued.
- "Month" shall mean the calendar month day or days unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- "A Week" shall mean the continuous period of seven days.
- 'Commissioning' shall mean integrated activity covered under 'Pre-commissioning Operation', 'Initial Operation', 'Trial. Operation' and carrying out 'Performance Tests'.
- HT means High Tension, LT means Low Tension, U/G means Under Ground.

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- “CMC” means Complete cover warranty Maintenance Contract (any loss or electrical defect occurred in RMU except communication part by any means must be under the scope of work) for which order is issue for covering whole RMU with terminations & its accessories.
- “RMU” means Ring Main Unit

## 2. INVITATION OF TENDER

The CHIEF ENGINEER (P&P), UGVCL for and on behalf of “UTTAR GUJARAT VIJ COMPANY LIMITED”, having its Corporate Office at MEHSANA, hereafter called the “UGVCL” intends to INVITE Tender for “One Year Complete cover warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle.”

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

The works referred herein shall cover the entire scope of the Tender which include “One Year Complete cover warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle” including transportation (whenever required as per scope of work) for replacement of RMUs/materials.

- The bidder shall make necessary arrangement for transportation of all activity at his own cost for replacement of failed RMUs which falls under contract (after first visit), replacement of materials i.e. defected parts of RMU from UGVCL site to factory & factory to UGVCL site. Also the unloading of failed RMUs and loading of repaired RMUs at your work shall be arranged by bidder at own cost.
- The issuance of bid document would not mean that the bidder has qualified for the bidding. Hence bidders should ensure themselves of their credentials before submitting their offer.
- Documents towards payment of tender fee and earnest money deposit (EMD) should be kept in the EMD cover only. First the EMD cover will be opened and if the documents towards payment of tender fee and EMD are found in order then only cover containing technical bid will be opened first. All those who are found technically competent to carry out the job will be considered as qualified bidders and only their financial bid will be opened.

## 3. BID PRICE

- The bidder shall quote in the appropriate schedule B of bid form. However, the Bidder should indicate in the Schedule (i.e. Price Bid), the break-up of Total Unit F.O.R. Destination Prices and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing & forwarding charges, Insurance Charges, GST and Cess as applicable Separately in price bid, which is a must.

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- If the Supplier / Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid declaration & self-certified Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate (i.e. Price) mentioned in the price bid shall be final and any additional GST will have to be borne by the Bidder himself. In no case additional amount towards GST 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.
- Also, please mention applicable HSN / SAC Code and rate of GST and Cess as applicable. If not specifically mentioned, then COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the Bids.
- The offered prices to be indicated in online mode of Bid in the format given (i.e. Schedule). The price bid submitted in physical mode shall not be considered.
- The Bidder should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored out rightly.

#### 4. AMENDMENT TENDER

- At any time prior to the deadline for submission of bids, UGVCL may, for any reason, whether at its own initiative or in response to a clarification requested by a respective bidder, modify the bidding documents by amendments.
- The amendment will be notified on Website. UGVCL will bear no responsibility or liability arising out of non-compliance of the same in time or otherwise.
- In order to afford prospective bidder's reasonable time in which to take the amendment into account in preparing their bids, UGVCL may at its discretion, extend the deadline for the submission of bids.
- Such amendments, clarification etc. shall be binding on the bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents (duly signed) as a part of the bid.

#### 5. SUBMISSION OF TENDERS: - (By RPAD or SPEED POST only)

- The Bidders must ensure that all the schedules are completely filled in their tenders and the information called for is given in totality. A set of complete tender documents is required to be submitted duly signed and stamped by authority competent to sign on behalf of bidder on each page as a token of unconditional acceptance to the conditions of various clauses of tender documents. The bidder's bid and the documents attached there to shall be considered for forming part of the contract documents.
- The outside of the envelope should also indicate clearly the name of the Bidder and his address. In addition the left hand corner of the envelope or container should indicate the specification Number and the bid opening date and time.
- The bids will be opened at the time and date set for opening of bids.

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- The UGVCL reserves the right to reject any bid, which is not deposited according to the instructions, stipulated above.

**The Price Bid is to be submitted ON LINE only where as Techno-commercial Bid is to be submitted in both the forms i.e. On Line as well as Physical.**

**Note:** Bidders are requested to submit price - bid on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation.

The e-Bid document includes submission of following documents in stages:

## Stage-1: Preliminary Qualifying Details:

- Tender Fee
- Earnest Money Deposit
- Copy of GST Registration
- Copy of PAN Card
- Copy of Contractor License
- Copy of Labour License

## Stage-2: Techno-Commercial Details:

- Notice Inviting Tender Documents;
- Annexure
- Appendix

## Stage-3: Price Schedule (Online Only)

## 6. REJECTION OF TENDER:

- The Bidders is expected to examine all instructions, terms, conditions, schedules and other details called for in this specification and keep himself fully informed about all which may, in any way, affect the work, or cost thereof. Failure to furnish the required information or submission of tender not as per the specification will be at the Bidders risk may result in rejection.
- The offer is liable to be out rightly rejected in case the bidding schedules are not filled and if the prices and particulars are not given in format prescribed in the tender documents.
- Further the offer is liable summarily rejected if it contains.
  - Deviation / Addition / Alternations / Omissions in bidding schedules or deviation and contradictions to the terms and conditions specified in this tender.

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- b) Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.

## 7. LANGUAGE OF THE TENDER

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

## 8. SIGNATURE OF BIDDER

- The bid must contain the name, residence, address and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature. The name of all persons signing should also be typed or printed below the signature.
- Bids by corporation / company must be signed with the legal name of the corporation / company by the President, Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such corporation/ company in the matter.
- A bid by a person who affixes to his signature the word 'President', 'Managing Director' 'Secretary', 'or other designation without disclosing his principal will be rejected.
- Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.
- The Bidder's name stated on the Bid shall be exact legal name of the firm.
- Erasures or other changes in the bid documents shall be over the initials of the person signing the bid.

## 9. INFORMATION REQUIRED WITH THE PROPOSAL

- The Bidders, along with his proposal, shall submit all the filled annexure given (Annexure of Qualification Information & Bank Guarantee).
- The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed organizational structure.
- The above information shall be provided by the Bidder in the form of separate sheets, drawings, enclosed etc. along with soft copy.
- Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the UGVCL. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.

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- Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- The Bidder, along with his Proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.
- In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.
- The materials should be offered strictly confirming to ISS/BIS/Bid specifications given in the Bid. If the Bidder's desires to quote with any technical deviation they should specifically quote the deviation and the ISS/BIS numbers in the body of the Bid itself under the Annexure 12 of e-Bid only.
- If technical deviations furnished by the Bidder are not agreeable to UGVCL, the offers may be ignored. However, it will be solely at UGVCL discretion to consider the technical deviation OR not for considering the Bidder. No correspondences of the Bidder after opening of the bid will be entertained in this matter.

## 10. POLICY FOR BIDS UNDER CONSIDERATION

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the UGVCL to the bidders. While the bids are under consideration, bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the UGVCL and/ or his employees/ representatives on matters related to the bids under consideration. The UGVCL, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the bidders, either in writing or through personal contact, as may be necessary. Bidder will not be permitted to change the substance of the bid after the bid has been opened.

## 11. EFFECT AND VALIDITY OF TENDER

- The bid should be kept valid for a period of 120 DAYS from the date set for opening of the technical bid. Bid submitted by the bidder shall remain valid for acceptance for a period of 120 days from the date of opening of the financial bid. The Bidders shall not be entitled during the validity of bid, to revoke or cancel bid or vary any term thereof. In case of bidder revoking or canceling his bid or varying any term in regard thereof, the bidder's earnest money deposit shall be forfeited by the Owner.
- UGVCL may ask for extension in validity period. The bidder will be at liberty to accept it or not. In case bidder agrees to extend the validity period without changing his original offer, he will be required to extend validity period of the Bank Guarantee (Submitted against the EMD) suitably.

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## 12. SCHEDULE PRICE BID:

- BIDDER is requested to offer the price in schedule B for all Quantities of RMUs. No partial work to be offered and if offered same will not be considered.
- The prices quoted shall be Exclusive of GST and the GST & Cess component shall be applicable as mentioned in the price breakup.
- The rate quoted shall be inclusive of freight, transportation, loading, unloading of the material utilized for the repairing work in the repairing unit, insurance covering loss / damage due to theft, accidents, etc.
- The quoted price of the tender shall be firmed price.

## 13. EARNEST MONEY DEPOSIT:

- The EMD is payable by Demand Draft in favor of the Uttar Gujarat Vij Company Limited (UGVCL) payable at Mehsana on any scheduled/Nationalized banks or through Bank guarantee from any scheduled nationalized bank decided by Government of Gujarat time to time.
- EMD of the successful bidder to whom a contract is awarded will be returned after the said bidder provides the contract Security Deposit and signs the contract agreement.
- If the successful bidder fails to submit a Security Deposit within 15 days after the date of LOA of the contract or fails to sign the contract agreement, then the EMD amount will be forfeited by UGVCL without any notice or proof of damages etc.
- The EMD of all unsuccessful bidders will be returned after the award of the contract.
- No interest will be payable by the UGVCL on the above Deposit.
- Validity of EMD (six) 6 months from the date of submission of bid for this Bid.

## 14. INSURANCE

The contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect his interest and interests of UGVCL. Responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of contractor alone. The contractor's failure in this regard shall not relieve him from any contractual responsibilities and obligations. Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the contractor. The transfer of title shall not in any way relieve the contractor from above responsibilities during the period of Contract. The contractor shall provide with copy of all insurance policies and documents taken out by him in pursuance of the Contract to UGVCL immediately after such insurance coverage. The Contractor shall also inform the UGVCL in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc, as may be necessary well in time. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (repairing work risks) workman compensation risks, loss of damage in transit, theft, pilferage, riot

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and strikes and malicious damages, civil commotion, whether conditions, accidents of all kinds etc.

## 15. UNLAWFUL ACTIVITIES

The contractor shall have to ensure that none of its employees are engaged in any unlawful activities (whether covered under the Scope of the present General condition of the contract or Not).

## 16. CHANGE / VARIATION ORDER

During execution of the contract, UGVCL reserves the rights to increase or decrease the scope of services envisaged under the contract. Such increase or decrease in the scope of services shall be governed by the rates agreed under the contract.

## 17. CONFIDENTIALITY

Contractor and its employees or representatives thereof shall strictly maintain the confidentiality of all data's, documents, papers, correspondence and any other information relating to the UGVCL, its business, operations, divulge or communicate to any third party or use for its own purpose any above mentioned information, etc. The Contractor shall neither disclose nor use the above for any purpose whatsoever without prior written approval to UGVCL.

The technical information, drawings, specifications and other related documents forming part of the enquiry or Contract are property of UGVCL and shall not be used for any other purpose, except for the execution of the contract. All rights related to the technical specifications, drawings and records are reserved by UGVCL only and no part or partial should be reproduced, copied or alter without prior permission to UGVCL in writing. In the event of the breach of this provision, UGVCL can claim the damages caused by such events.

In case of violation of this clause, the Contractor is liable to pay compensation and damages as may be determined by the competent authority of the UGVCL.

## 18. ASSIGNMENT OR SUBCONTRACTING

Bidder shall not assign in part or otherwise any portion of this contract. No work shall be subcontracted without UGVCL Engineer-in-Charge prior written approval. The contractor should also ensure that sub-contractor or any of the personnel deployed is not an employee of UGVCL. Also if any Ex-Employee of UGVCL is deployed, specific written permission of UGVCL shall be obtained by the Contractor.

## 19. SUSPENSION OF WORKS

In the event of any obstruction/ exigency at site, or change in the scheme, or due to any other reason, if work is suspended on the instructions of the company, extension of



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the time may be considered by the UGVCL on merit and on the written request of the Contractor and entirely at the company's sole discretion only. No claim for any compensation on this account will ever be entertained.

## 20. REPLACEMENT

UGVCL has right to instruct the Contractor to change the Sub-Contractor or skilled/unskilled workers in case the conduct, the workmanship or speed of the work is not satisfactory.

## 21. CANCELLATION

Company reserves the right to cancel, at its sole discretion, all or any terms of this GCC or any contract, order or terms agreed between the parties in pursuance, without assigning any reasons and without any compensation to the Contractors.

## 22. UNSATISFACTORY PERFORMANCE/ TERMINATION

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

## 23. COMPANY'S RIGHT TO USE WORKS

If taking over certificate is delayed for any reason, for which UGVCL's decision shall be final and binding upon the Contractor, the UGVCL shall be entitled to use the works or portion thereof without affecting Contractor's responsibility and liability to complete the balance works as per Company's directives from time to time, though Contractor shall be afforded reasonable opportunity by the UGVCL to enable Contractor to complete all balance works required for issuance of Taking Over Certificate by the Company.

## 24. UGVCL'S RIGHT

- The UGVCL reserves the right to terminate this contract or part thereof at any time during its tendency without giving notice of Termination or the reasons thereof.
- The UGVCL will be entitled to deduct directly from the bills to be paid to the contractor, any sum or sums payable by him and which sum/sums the UGVCL is required to pay as a principal employer on account of contractors default in respect of all liabilities referred to.
- The Bidders shall specifically note that any overwriting or corrections or manuscript in the bid shall be ignored and will not be considered authentic unless same are signed with Bidder's Stamp/Seal.
- UGVCL reserves the right to split the contract into two or more bidders. In such cases,

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the term for completion period will be negotiated and reduced proportionate to the order quantity / value.

- In case of any doubt or interpretation of the terms and condition, the decision of the CHIEF ENGINEER (P&P), UTTAR GUJARAT VIJ COMPANY LTD, MEHSANA will be final and binding upon the Bidders and no dispute in this regard will be entertained.
- UGVCL reserves the right to accept any bid or reject any or all Tenders or cancel /withdraw INVITATION to bid without assigning any reason. Such decision of the UGVCL shall not be subject to question by any Bidders and the UGVCL shall bear no liability whatsoever for such decision.
- UGVCL reserves the right to change, increase or decrease the no. of RMUs depending upon the exigency of work.
- UGVCL can ask shortfall documents / clarifications / confirmation from bidders after opening of Technical Bid if required, at its sole discretion.

## 25. UNDERSTANDING AND CLARIFICATIONS ON DOCUMENTS AND SPECIFICATIONS.

- The Bidder is required to carefully examine the specifications and documents and fully inform himself as to all the conditions and matters which may in any way affect the Work or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation/clarification by the UGVCL in triplicate. The UGVCL, then, will issue interpretation and clarifications as he may think fit of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the INVITATION to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the bidder's proposal.
- Verbal clarifications and information given by the UGVCL or his employee(s) or his representative(s) shall not in any way be binding on the UGVCL.

## 26. ARITHMETICAL ERRORS

The bidder will correct arithmetical errors during evaluation of price proposals on the following basis:

- If there is a discrepancy between words and figures, the amount in words will prevail. If there is discrepancy between the unit price and the total price which is obtained by multiplying the unit price and quantity, or between sub-total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected. In case of discrepancy between sub-total price obtained by adding various prices in the schedule and the sub-total price indicated for that particular schedule, the sub-total obtained by addition of various arithmetically corrected prices would be considered for evaluation.
- However, the UGVCL shall be entitled to award the contract at the lowest of the prices arrived at from various schedules, identified for that purposes, in the bid proposal sheets. If the bidder does not accept the correction of the errors as above, his bid will be rejected.



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## 27. AWARD OF CONTRACT

- Notification of award of contract will be made in writing to the successful bidder by the UGVCL.
- The contract will be awarded to the best qualified and responsive bidder offering the lowest evaluated bid in conformity with requirements of these specifications and documents and UGVCL shall be the sole judge in this regard and subject to the provisions of these instructions to bidders and other terms and conditions detailed out in these documents and specifications. A responsive bid is one which accepts all terms and conditions of these specifications and documents without any modifications.
- UGVCL shall not be bound to accept the lowest or any Bid and reserves to itself the right of accepting the whole or a portion of any of the Bid as it may deem fit, without assigning any reason thereof. The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.
- Any approach / canvassing etc. official or otherwise by the bidder or his/their representative / agent to influence the consideration of their Bid shall render the Bid liable to summary rejection.
- In the case of there being a number of bidders quoting same rates thereby forming a cartel to jack up the prices, the bids of such bidders shall be summarily rejected.
- The UGVCL reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.

## 28. NOTIFICATION OF AWARD

- Prior to the expiration of the period of bid validity, the Owner will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.
- The Owner shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

## 29. SECURITY DEPOSIT AND SIGNING OF AGREEMENT

The successful bidder should paid Security Deposit for an amount equal to 10% (Ten percent) of the total Contract Price towards faithful performance of the Contract in accordance with the terms and conditions specified therein & signed the Contract Agreement within 15 days after receipt of LOA.

The Security deposit is payable the option of UGVCL by:

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- (a) Demand Draft on any Nationalized /schedule Bank Payable at Mehsana  
(b) Bank Guarantees from Nationalize bank and private bank authorized to take Government business viz IDBI, Axis, HDFC, ICICI bank approved by Government of Gujarat time to time in favor of UGVCL, Mehsana.

In the case of Bank Guarantee, you should undertake to renew the guarantee one-month before the expiry of the validity date failing which UGVCL will encase the Bank Guarantee

The Security Deposit will be returned to the Contractor without any interest after the successful completion of work and submission of the Performance Guarantee.

## 30. AGREEMENT

- 30.1 The successful bidder has to execute agreement on Non judicial Stamp paper of Rs. 300/- duly Notarized as per agreement document uploaded herewith within 10 days after the payment of S.D. amount/Bank Guarantee.
- 30.2 The cost of Non judicial stamp & Notary charges will be borne by the successful bidder. The agreement shall be executed between CE /ACE & the authorized representative of successful bidder as mentioned hereunder.
- 30.3 Agreement:-On approval of the offer of successful Bidder, a Contract Agreement is required to be entered into between the COMPANY and the successful Bidder.
- 30.4 An Officer who signs the LOA / Purchase Order be authorized to sign the Agreement documents on behalf of the Purchaser Company &
- 30.5 From the successful Bidder's side the Agreement can be signed by the Authorized Representative as under:
- If the Authorized Representative is from a Partnership Firm, then a certified copy of the Registered Partnership Deed must be attached along with the signatures of other partners who have authorized the particular partner to execute and sign the Agreement;
  - If it is a Private or Public Limited firm, a copy of the Resolution, authorizing the person to execute and sign the Agreement on behalf of the firm, passed by the Board of Directors along with the Company's Seal must be attached with the Agreement; &
  - If it is a Proprietary Firm, then the Proprietor himself should execute and sign the Agreement and his full residential address must be available in the file.

Upon submission of security deposit and signing of Agreement, COMPANY shall issue a detailed A/T /order incorporating various terms and conditions.

## 31. ADDITIONAL DOCUMENTS

Apart from various documents to be furnished along with the Bid as required in the in the term and condition & Annexure, the following documents and details are to be furnished by the Bidder:

- (1) Details of Partners / Directors of the Firm / Company

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- (2) Details of Repairing Facilities
- (3) Testing Facility for repairing of RMUs.
- (4) GSTIN Registration No.
- (5) PAN No.
- (6) Details of qualified Engineer & Nos. of Staff available
- (7) OEM Authorization with validity back to back support for repairs, spare parts supply & its maintenance for RMU.
- (8) Electrical Contractor License
- (9) Labour License
- (10) Group Insurance Copy of the insured policy of the insure labour under WC Act.
- (11) PF Registration Documents along with last six months ECR challan.

## 32. DEDUCTIONS FROM CONTRACT PRICE

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.

## 33. DEMURRAGE, WHARF AGE ETC.

All demurrage, Wharf age and other expenses incurred due to delayed clearance of materials or any other reason shall be to the account of the Contractor.

## 34. CONTRACTORS DEFAULT

If the contractor shall neglect to execute the Works with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing, by the UGVCL in connection with the work or shall contravene the provisions of the contracts, the UGVCL may give notice in writing to the contractor to make the good the failure, neglect or contravention complained of. Should the contractor fail to comply with the notice within 15 days from the date of service thereof, then and in such case the UGVCL shall be in liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the UGVCL shall think fit it shall be lawful for him, without prejudice to any other right he may have under the contract, to make the works wholly or in part out of the Contractor's hands and re contract with any other person or persons, complete the works or any part thereof and in that event the UGVCL shall have free use of all Contractor's equipment that may have been at the time on the site in connection with the works without being

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responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor, over the same and UGVCL shall be entitled to retain and apply any balance which may otherwise due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost executing the said part of the works or executing a part thereof is aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for the delay which the Contractor shall have to pay if the completion of works is delayed.

The termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Performance Guarantee nor the time thereof. The performance Guarantee shall be valid for the full value of the full period as originally stipulated in the contract.

## 35. PAYMENTS IF CONTRACT IS TERMINATED

If the contract shall be terminated as aforesaid, the Contractor shall be paid by the UGVCL (Insofar as such amounts shall not have already been covered by payments on account made to the Contractor) for all work executed and accepted by the UGVCL prior to the date of termination at the rates and prices provided in the Contract and in addition.

The amount payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed and an appropriate portion as certified by the UGVCL of any such items of the work or service comprised which has been partially carried out or performed. In the event of any dispute in regard to the price of the works and portion of the payment to be made to the Contractor, the decision of the UGVCL shall be final.

The contractor will be further required to transfer the title and provide the UGVCL with the following, in the manner and as directed by the UGVCL

- (a) Any Completed Works
- (b) Such partially completed works including Drawing, Information and Contract rifts as the Contractor has specifically performed, produces or acquired for the performance of the contract.

## 36. TERMINATION OF THE CONTRACT BY THE UGVCL

The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15) days' notice in writing to the Contractor if any of the following occurs:

- a) If the Contractor commits any "Acts of Insolvency" or shall be adjudged an insolvent, or shall make an assignment or composition for the greater part in number of amounts of his creditors, or shall enter into a deed of Assignment with his creditors, or being an Incorporated Company shall have an order made against him or pass an effective



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Resolution for winding up either compulsory or subject to the supervision of the Court or Voluntary , or if the Official Assignee of the Contractor shall repudiate the Contract, or if the Official Assigner or the Liquidator in any such winding up shall be unable, within the seven days after notice to him requiring him to do so, to show, to the reasonable satisfaction of the UGVCL that he is able to carry out and fulfill the contract and if required by the UGVCL to give security thereof if the Contractor (whether Individual firm or Incorporated Company) shall suffer any payment under the contract to be attached to by or on behalf of any of creditors of the Contractor or if the Contractor shall assign or sublet the contract without obtaining through consent in writing of the UGVCL or if Contractor shall charge or encumber this contract for any payment due or which may become due to the contractor there-under.

- b) Has abandoned the contract or
- c) Has failed to commence the work or has without any lawful excuse under these conditions , suspended the progress of the works for seven (7) days after receiving from the UGVCL / Engineer written notice to proceed, or
- d) Has failed to proceed with the works with such due diligence and failed to make sue progress as would enable the works to be completed within the time agreed upon , or
- e) Has failed to remove the materials from the site or to pull down and replace the works within the seven (7) days after receiving from the UGVCL/ Engineer written notice that said materials or works were condemned and rejected by the Engineer under these conditions, or
- f) Has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the Contractor for seven (7) days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same, or
- g) On termination of the contract for any cause the Contractor shall see the orderly suspension and termination of operations, with due consideration to the interest of the UGVCL with respect to the Completion, safeguarding or storing of equipment produced for the performance of the Contract and the salvage and resale thereof or any other lawful reason which deems fit to the UGVCL.

The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners

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dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its in completed part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

## 37. LANGUAGES AND MEASURES

All documents pertaining to the Contract including specification, schedule, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in the Contract.

## 38. RELEASE OF INFORMATION

The Contractor shall not communicate or use in advertising, publicity, sales, releases or in any other medium, photographs or other reproduction of the works under this contract or description of the site, dimension, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the UGVCL.

## 39. JURISDICTION OF CONTRACT

The laws applicable to the contract shall be the laws in force in India. The courts of MEHSANA shall have exclusive jurisdiction in all matters arising under this contract.

## 40. ENFORCEMENT OF TERMS

The failure of the either party to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the contract.

## 41. FORCE MAJUERE

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Force Majeure means any circumstances beyond the control of the parties including:

- War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- Rebellion, revolution, insurrection, military or usurped power and civil war;
- Riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent is that performance of such obligations prevented by any circumstances of Force Majeure that arise after the date of the Notification of Award.
- If either party considers that any circumstances of Force Majeure have occurred which may affect performance of his obligations he shall promptly notify the other party.
- Upon the occurrence of any circumstances of Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer-in-Charge of the steps he proposes to take including any reasonable alternative means for performance, which are not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer-in-Charge.
- If circumstances of Force Majeure have occurred and shall continue for a period of 180 days, notwithstanding, the Contractor may by reason thereof, having been granted an extension of Time for Completion of the Works, either party shall be entitled to serve upon the other, 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall continue, the Contract shall terminate.

## **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

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Major Conditions, UGVCL may consider extension of contractual period with or without statutory variations and with or without price variation.

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.

Further, In case of extra ordinary situation like COVID-19 Pandemic or any lockdown situation or rainy season etc. force majeure clause will be applicable and stoppage period or time limit extension in execution of work may allow, if required.

## 42. ARBITRATION

All questions, disputes or differences whatsoever, which may, at any time, arise between the parties i.e. UGVCL and the contractor upon or in relation to or in connection with the Contract shall be referred to sole Arbitrator appointed by the Managing Director UGVCL for that purpose, who shall be retired High Court Judge or a retired District Judge and the decision of the said Arbitrator shall be final and binding upon the parties.

Reference to the Arbitrator shall be final and binding upon the parties governed by the provisions of The Arbitration & Conciliation Act, 1996 as amended from time to time and the Rules made there under. The Arbitration proceedings shall be conducted at Mehsana, Corporate Office of UGVCL or at any such place as the sole Arbitrator may determine. The award of the sole Arbitrator shall be final and binding upon the parties.

Performance under this contract shall, if reasonably possible, continue during the Arbitration proceedings and no payments due or payable by UGVCL shall be withheld unless they are the subject matter of the Arbitration proceeding.

## 43. EMPLOYMENT OF LABOUR

- Persons below the age of 18 years shall not be employed for the work. No female worker shall be employed in the night shift between 07.00 p.m. and 06.00 a.m. next day.
- Contractor shall maintain a valid labour license under the Contract Labour (Regulation and Abolition) Act for employing necessary manpower required by him. In the absence of such a license, the contract shall be liable to be terminated without assigning any reason thereof. Contractor should also employ qualified and experienced persons as per requirement of Electricity Act and rules for carrying out supply and erection work under this contract.
- In case UGVCL becomes liable to pay any wages or dues to labour or any Government agency under any of the provisions of the Minimum Wages Act, Payment of Wages Act, Employee Compensation Act, Contract Labour Regulation Abolition Act, Employee Provident Fund or any other law due to act of omission of the Contractor, UGVCL may make such payment and shall recover the same from

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the Contractor's bills.

- The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. The contractor is required to maintain the minimum work force at site to execute this work, as determined by the Engineer in charge. The work force shall also be required for the operation and maintenance of the services during defect liability period.
- Contractor shall have to follow and comply all the rules & regulations for employment of the labours as applicable like:
  - Provident Fund & Family Pension Scheme
  - Deposit Linked Insurance Scheme
  - Maintaining Provident Fund Account with Regional Provident Fund Commissioner
  - Paid Leave Facility
  - Workmen's Compensation & Employer's Liability Insurance
  - Minimum Wages to be paid to Labours / Workers
  - Health & Sanitary Arrangement for Workers

#### 44. COMPLIANCE WITH LAWS

- The Contract shall in all respects be interpreted in accordance with the laws in force in India, including any such laws passed or made or coming into force during the period of the Contract.
- The Contractor shall be fully responsible for deducting the P.F. of the employees / labour Working under him as per statutory regulations and depositing the same with the concerned authorities.
- The Contractor shall comply with the relevant laws of India.

#### 45. COMPLIANCE OF LAWS

The successful bidder will certify that he has complied with the provisions of Industrial & Labor Laws including PF Act, ESI Act etc. as may be applicable. Copy of challan of PF related to be submitted along with bill.

#### 46. CONTRACTOR TO INDEMNIFY THE UGVCL

The Contractor shall indemnify the UGVCL and every officer and employees of the UGVCL including, Engineer-in-charge and his staff against all actions, proceedings, claims, demands, cost and expenses whatever, arising out of or in connection with the matters referred herein above and elsewhere and against all actions, proceedings, claims, demands, costs and expenses which may be made against the UGVCL or Government for or in respect of performance of its obligation under the contract documents.

#### 47. WORKMAN'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

Insurance shall be affected for all the Contractor's employees engaged in the Performance of this contract. If any of the work is sublet, the Contractor shall require

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the Sub-Contractor to provide workmen's employer's liability insurance for the latter's employees and ensure that such employees are covered under the Contractor's Insurance.

## Complete cover warranty General Liability Insurance

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. The hazards to be covered will pertain to all the works and areas where the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract. The above is only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the name of the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.

The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation

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risks, loss or damage in transit, theft, pilferage, earth quake, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.

All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium which may be available for higher volume or for reason of financing arrangement of the project.

The clause entitled 'Insurance' covers the additional insurance requirements for the portion of the works to be performed at the Site.

## 48. WORK & SAFETY REGULATIONS

- The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to UGVCL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.
- All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of UGVCL in this regard.
- Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried- out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorized by him.
- The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
- The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The

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scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.

- The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by UGVCL to handle such fuses, wiring or electrical equipment. Before the Contractor connects any electrical appliances to any plug or socket belonging to the another Contractor or Owner, he shall:
- Satisfy the Engineer In charge that the appliance is in good working condition; Inform the Engineer In charge of the maximum current rating, voltage and phases of the appliances; Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- The Engineer will not grant permission to connect until he is satisfied that;
  - ✓ The appliance is in good condition and is fitted with suitable plug;
  - ✓ The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
  - ✓ No electric cable in use by the Contractor/Owner will be disturbed without prior permission.
  - ✓ No weight of any description will be imposed on any cable and no ladder or similarequipment will rest against or attached to it.
  - ✓ No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
- The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

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- It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following
- Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
- There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- The Contractor shall follow and comply with all UGVCL Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and UGVCL Safety Rules referred above, the latter shall be binding on the Contractor.
- In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner.

## 49. DEFENSE OF SUITS

If any action in court is brought against the UGVCL or the Engineer or an officer or agent of the UGVCL for the failure, omission or neglect on the part of the contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his SUB VENDOR/ SUB CONTRACTOR: or in connection with any claim based on lawful demands of SUB VENDOR/ SUB CONTRACTOR, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the UGVCL or the Engineer and/or his representatives harmless from all losses, damages, expenses or decrees arising out of such action.

The UGVCL shall have full power and right at his discretion to defend or compromise any suit or pay claim or demand brought or made against him as aforesaid whether pending or threatened, as he may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including the amount of damages and compensation and all legal cost, charges and expenses in connection with any compromise or awards which shall not be called into question by the Contractor and shall be final and binding upon him.

## 50. SECRECY

The technical information, drawings, specifications and other related documents

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Save Energy for Benefit of Self and Nation



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forming part of the enquiry or Contract are property of UGVCL and shall not be used for any other purpose, except for the execution of the contract. All rights related to the technical specifications, drawings and records are reserved by UGVCL only and no part or partial should be reproduced, copied or alter without prior permission to the UGVCL in writing. In the event of the breach of this provision, UGVCL can claim the damages caused by such events.

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## PART-IV

### SCOPE OF WORK

#### 1. PERIOD OF CONTRACT

The contract to carry out works in line with CMC i.e. Complete cover warranty Maintenance Contract (any loss or electrical defect occurred in RMU except communication part by any means must be under the scope of work) for which order is issue for covering whole RMU with terminations & its accessories for RMU for Bopal Division under Sabarmati Circle shall be for **one years** from the date of award and based upon the performance, necessary extension shall be given **on mutually agreed up to additional Two years**. From performance, field office comments and suggestions are to be taken into consideration.

#### 2. RATES

The rates for various items shall be as per the Schedule-B attached. Bidder has to mention applicable HSN / SAC code and rate GST and Cess as applicable. Bidder should invariably indicate unit wise price in online mode as per format. The price bid submitted in physical mode shall not be considered.

#### 3. Details of RMUs

The RMUs having various configurations;

- 2-Way (CV):11KV Gas (SF6) Insulated RMU with One 630A load break switches and One 630A SF6 Insulated VCB.
- 3-Way (CCV), 11KV, Gas (SF6) Insulated RMU with 2 Nos 630A load break switch and 1No. 630 A SF6 Insulated VCB.
- 4-Way (CCCV), 11 KV Gas (SF6) Insulated RMU with 3 Nos 630A Load break switches and 1 Nos, 630 A SF6 Insulated VCB.

All RMUs are electrically connected in network. Make wise, configuration wise details of RMUs are separately attached.

- Successful bidder has to through scope of work as per contract.
- Before bidding Bidder may go through study, analyze actual site condition of all RMU (as per quantity mentioned in Schedule B and attached list), if bidder wants.
- Successful bidder has to visit all RMU twice in a year i.e. in CMC Period. It is compulsory to carry out first visit all the RMUs within six months from the date of award and second visit in remaining six months before completion of contract.

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## Details Scope of Work during CMC & Guarantee Period

Sr No.	Particularly	Works Cover	Remarks
1	During Visit	Preventive Maintenance and testing of existing equipments. Inspection & Rectification/ Revalidation of Each & Every Parts of RMU including Door ,Door accessories, Operational Handle, batteries & battery chargers, Manual/ Motorized circuits for its Operational Point of view. (Complete testing, inspection & rectification of Manually, Motorized Remotely Mode). Testing, Inspection & rectification/ revalidation of indoor terminations.	As per Check List
2	Submission of Reports (Once in a Year )	Testing of protection relays CB contact resistance, contact condition of pole HV Test Relay Test Report Breaker Test Report CT/PT Test Report Failure reports of major failure-Which includes failure mechanism analysis & remedies	
3	Rectification/ Replacement activity	Once the RMU has been visited by successful bidder and it has been inspected, rectified and revalidated as per above sr. no. 1 & 2 (it seems RMU falls under CMC); if the defect found in such RMUs; then, successful bidder have to inspect and replaced defective / non - working parts of RMU as per report and make it in working conditions as per tender's terms and condition.	
4	CMC	Complete Cover Warranty Maintenance Contract (CMC) of RMU for Each and every parts including all transportation.	

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## 4. DETAILS OF FACTORY SET UP

- In case two or more nos. of bidder agencies are found using common equipment / instruments for repair / testing work, the UGVCL shall not permit such arrangement. If this is observed further allotment of RMUs shall be stopped and contract shall be cancelled.
- The bidder agency shall have separate entity i.e. separate shed (not in same premises), separate ownership, different partners / proprietor, different qualified engineers, separate equipment /machineries/ instruments etc. In case any of the above things is found common for any bidder, the contract shall be cancelled.

## 5. TECHNICAL KNOW HOW

At least one full time qualified and having minimum three years experienced Engineer shall supervise various activities pertaining to repairs of damaged RMUs. Each & every test certificate should be signed by qualified engineer of agency. The name of Engineer with his qualifications, passport size Photo and experience to be considered indicated in your offer. During factory visit if qualified engineer is not found, the contract shall be cancelled.

## 6. SHIFTING OF PREMISES/ SHED

- **In the same circle** -In case of shifting of shed at other place of the same circle, the bidder has to inform concerned SE after shifting of equipments/ machinery etc. at the new premises along with the other relevant documents as per factory inspection report UGVCL's engineer not below the rank of EE of concerned Corporate Office and Circle Office jointly shall carryout factory inspection and necessary approval for shifting of premises shall be issued by concerned C.O. Only after that RMUs at the new premises shall be issued.
- **In the other Circle** - In case of shifting of premises in circle other than Circle allotted, after shifting of all machinery/ equipments etc. to new premises, the bidder has to inform concerned Circle office and concerned C.O. shall inform to Corporate office & C.O. in which new shed is situated. UGVCL's engineers not below the level of EE of corporate office & C.O. jointly shall carry out factory inspection and submit the report to UGVCL for approval. Before shifting to new premises, bidder has to complete bidder of all the OGP failed RMUs issued to them by their original Circle. After shifting to new premises, in case of GP failed RMUs of old Circle the transportation charges as decided by UGVCL shall have to borne by the bidder and shall be deducted from their bill pertaining to old Circle or new circle.

7. In case any instrument at the factory work is replaced/changed/required to be sent for repairs during the period of contract, the same shall have to be intimated to The Chief Engineer (P&P), UGVCL, and to the Circle and Divisional Head immediately or else contract will be liable to be cancelled for full or part period. You shall have

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factory shed with sufficient open land, electric connection, having all required machinery / testing equipment and permanent qualified experienced engineer. If the same is not observed during contractual period, Company shall cancel the contract and the GP failed RMUs shall be repaired at your risk and cost from other bidder agency till completion of guarantee period. Calibration with NABL approved Lab should be insisted every year & on bidder of instrument.

## 8. PAYMENT

- RA bill may be submitted in interval of every six months only after completion of all the specified activities complete for each occasion as per scope of work for a particular RMU & the work for the next stage is kept continued.
- Contractor has to submit RA Bills along with required documents for work executed including location wise check list for each visit of RMU duly signed by representative of UGVCL and Contractor himself. All required documents including EPF should be produced by the contractor along with RA bill.
- The RA bills is to be prepared in Quadruplicate and submitted 03 copies to the Executive Engineer, of respective Division, who will in turn process the same and forward it to circle office for necessary payment.
- RA bills shall be serially numbered.
- For non-submission or part submission of above information, no bills shall be processed.
- Half-yearly bill submission of each RMU (Each RMU Amount/2) of actual nos. of RMUs visited to Executive Engineer, of respective Division. Payment shall be made by concerned Sabarmati Circle Office, normally within 45 days from the date of submission of the bills, which will have to be submitted on completion of each work.
- The bidder will have to give a guarantee for performance of RMUs which have been repaired by him as per Clause No.24 of the conditions.

## 9. TAXES:

### 9.1 Bought out items from vendors/sub-suppliers:

All levies, duties, GST and Cess etc. payable on equipment/material components, sub-assemblies, raw materials and any other items used for the bidder's consumption or dispatched directly to the owner from its sub-supplier and any such taxes, duties levies additionally payable shall be to bidders account and no separate claim on this behalf shall be entertained by the UGVCL.

### 9.2 UGVCL's GSTIN Registration Nos. is as under;

**GSTIN: - 24AAACU6551F1ZI**

### 9.3 The bidder shall be liable and responsible for payment of all taxes as attracted under the Provisions of the law.

### 9.4 "In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay new tax or duty, then the owner shall reimburse the contractor the new tax or duty so paid by the contractor against submission by the contractor of documentary

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Signature of Tenderer  
Place:

Company's Round Seal  
Signature of Tenderer

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# Uttar Gujarat Vij Company Limited

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(A subsidiary of Gujarat Urja Vikas Nigam Limited)

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evidence to the satisfaction of the owner.”

- 9.5 At the time of payment, statutory deduction will be made as per applicable rules and rates for TDS, WCT, welfare cess etc. All other statutory liabilities towards contract will be on the part of contractor.
- 9.6 Before quoting, the bidder may ascertain from the concerned tax authorities of Government the applicability of GST and Cess, etc. in respect of this work. No separate claim in this regard will be entertained by the UGVCL, as it is the responsibility of the Bidder to pay all these taxes.
- 9.7 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).
- 9.8 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.
- 9.9 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.
- 9.10 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.
- 9.11 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.
- 9.12 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

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fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

9.13 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.

## 9.14 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

## 10. Statutory Variation / Changes in Taxes

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 in the taxes subsequent to your offer if it takes place within the contract period will be UGVCL account subject to the claim being supported by documentary evidence. However, if any decrease takes place during contract period the advantage will have to be passed on UGVCL.

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

## 11. Taxes, Permits & Licenses

11.1 The Contractor shall be liable and pay all foreign taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition, the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

### INCOME TAX -TDS & GST-TDS

11.2 "Income-tax at source & GST-TDS at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to the contractor, however added as contractor has to submit separate invoice for supply parts item as well as works part item separately, otherwise TDS will be deducted on entire invoice value."

11.3 Applicable welfare cess will be deducted from contractors each bill by UGVCL to pay the same to the respective Govt. Department. Tax will be deducted as per applicable statutory rules. Contractor should quote accordingly i.e. inclusive of welfare cess.

### 11.4 Welfare Cess:

As per Welfare Cess Act, the welfare cess @ 1% is applicable and same is considered in price bid. THE WELFARE CESS WILL BE PAID TO CONTRACTOR ON ACTUAL WORK EXECUTED AMOUNT

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AS PER CONTRACT.

The contractor shall deposit 1% welfare cess as applicable to respective government department. UGVCL shall pay the welfare cess by way of reimbursement to contractor on production of documentary evidence of payment deposited thereof by contractor.

The modality of payment/reimbursement of welfare cess will be as under:

- On receipt of A/T, the contractor/ bidder will get them registered under Welfare Cess Act and submit the documentary evidence to the concerned office.
- Before release of payment of first R.A. Bill, the contractor has to submit the documentary evidence of registration. Only thereafter, the bill will be processed for payment.
- Before release of payment of subsequent R.A. Bills, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A. Bill.
- Before release of payment of Final bill, the contractor has to submit the documentary evidence of payment of welfare cess of previous R.A. Bill as well as of final bill on final bill amount certified by UGVCL.
- Before release of payment in case of 1st & Final Bill, the contractor has to deposit the 1% welfare cess on bill amount as certified by UGVCL and shall submit the documentary evidence of payment deposited thereof.
- The contractor shall produce the receipt of payment of welfare cess from the respective Government Department before submission of final bill otherwise final bill of the work will not be finalized. Welfare cess payment will be reimbursed on production of evidence.

## 12. SECURITY DEPOSIT & PERFORMANCE GUARANTEE

### • SECURITY DEPOSIT

The bidder agency has to pay security deposit equal to 10% (Ten percent) of the total Contract Price towards faithful performance of the Contract in accordance with the terms and conditions specified therein & signed the Contract Agreement within 15 days after receipt of LOA to Chief Engineer (P&P), UGVCL, Corporate Office, Mehsana either in cash/ Demand Draft issued by any approved Bank in favor of Uttar Gujarat Vij Company Limited payable at MEHSANA or in the form of Bank Guarantee from Nationalized Bank and as approved by Govt. Securities prior to order placed.

The Security Deposit will be returned to the Contractor without any interest after the successful completion of work and submission of the Performance Guarantee as well as No Objection Certificate received from Circle Office, Sabarmati. No interest will be paid on the Security Deposit.

### • PERFORMANCE GUARANTEE

The Performance Guarantee amounting to 10 % of the Contract value has to be furnished either in the Form of Demand Draft or in the form of Bank Guarantee on stamp paper. PBG should be valid for 6 months from the date of completion of order. The PBG should for the full period i.e. 6 months and should have a clear one-time validity for the full period. PBG for an interim period will not be allowed. In case of



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expiry of BG before the said period the same should be got extended / renewed by you (without vacuum period and waiting for UGVCL's intimation seeking extension) till the completion of said period by you at least one month before the expiry of the validity, failing which UGVCL will be at liberty to en-cash the same, without entering to further correspondence, formalities, etc. in the matter.

The Supplier / Contractor has to submit Bank Guarantee with validity period of additional (01) month i.e. more than actual guarantee / warrantee period to safe guard UGVCL's interest in case of any, eventually happening on the last day of guarantee / warrantee period after office hour of the bank or bank holiday.

Performance Bank Guarantee will be returned to the contractor after completion of guarantee period as well as No Objection Certificate issued by Circle Office, Sabarmati.

## 13. INSURANCE

The agency shall have to submit Insurance / Bank Guarantee of Rupees 10 Lakhs to the Chief Engineer (P&P) within one month on receipt of the order. This amount of guarantee will be enhanced in proportion to the total number of RMUs lying in custody of bidder agency at a time if necessary. The agency shall have to insure at their cost, the Company's materials against all risks like theft, misappropriation, riots, fire etc. and due intimation of having done so shall be sent by him to CE (P&P), UGVCL, Corporate Office, MEHSANA. The bank guarantee against insurance will be returned after receipt of all RMUs lying in custody of bidder and completion of contract as well as No Objection Certificate received from Circle Office, Sabarmati.

## 14. EXTENSION OF CONTRACT PERIOD

The contract for CMC of RMUs shall be for one year and based upon the performance, necessary extension shall be given up to additional two years on mutually agreed. From performance, filed office comments and suggestions are to be taken into consideration. Company reserves the right to cancel the contract in between also.

## 15. SETTLEMENT OF DISPUTE

In case of any dispute, the decision of the Superintending Engineer of concerned circle will be final and binding to bidder agency. All questions, disputes or differences arise under, out of or in connection with the tender / contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e. MEHSANA.

16. The contract or any part thereof shall not be sublet to any other agency/individual.

## 17. BODY

In case of body damage of RMUs, charges for repair shall be paid after prior approval of estimate from Competent Authority. The rate quoted should be net of salvage value.



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## 18. NAME PLATE

The following details shall have to be written on nameplate to be provided additionally with only on repaired RMUs within contract, at the time of repair.

1. Property of UGVCL
2. Name of Division.
3. RMU unique ID No.
4. Estimate number.
5. Name of bidder
6. Date of dispatch
7. Date of expiry of guarantee after repair
8. SR No as per bidder's record

No bidder will remove the original nameplate on receipt of RMUs for repairs. The original name plate of the manufacturer shall also be retained. If the original name plate is missing, the following details have to be provided as per specimen given in addition to above.

UGVCL/PROJECT/ RMU CMC / Specification / R1:-

Type		Serial Number	
Ir	630 A	Work Order No:	
Date of Dispatch		SF6 Volume	
Due date of Guarantee		Filling Pressure	
RMU Motor Operating Voltage		Maximum Operating Pressure	
Phase.		No. of time job Repaired	
PROPERTY OF UGVCL			

Irrespective of availability or non-availability of nameplate of original manufacturer/ bidder, bidder has to provide the additional nameplate duly riveted above nameplate of original manufacturer. The nameplate shall be as per UGVCL drawing containing all the above-specified details duly printed and Sr. No. of bidder & date of dispatch & other details shall be provided. The record of such details - Sr. No. of RMU, date of dispatch shall be maintained. On the basis of this, guarantee period of RMU shall be reckoned.

## 19. IP54

The bidder shall have to repair with ingress protection degree of IP54 as RMU are specifically for outdoor installation. They shall also be suitable for conditions in which they will be exposed to heavy industrial pollution, and high levels of airborne dust.

The bidder shall keep proper records of drying of every active part mentioning estimate, weight of RMU and megger value. **During checking, if records are not found from bidder agencies, the contract shall be cancelled.**

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## 20. PAINTING

Those RMU which are repaired at factory site during CMC, paint shall be applied on clean dry surfaces under suitable atmospheric conditions by seven tank process and powder coating. The overall paint thickness shall not be less than 100 microns  $\pm 25$ micron as standard. The paint shall not scale off or crinkle or be removed by abrasion during normal handling. The enclosure of the RMU shall be painted with shade Dark Gray i.e. RAL 7032. Sufficient quantity of touch-up paint shall be furnished for application at site. Paint shall be capable to withstand in saline conditions. Paint shall be capable to withstand in saline conditions.

Also “UGVCL” symbol of size 4” to be painted with Red Colour on front side of RMU to identify UGVCL RMU from distance.

## 21. TESTING OF RMUs AFTER REPAIRS

Each and every RMUs shall be tested by bidder and the same shall be backed by the factory's quality control department test reports.

Conformity with drawings and diagrams,

Resistance test for the circuit

Mechanical operation tests.

Micro ohm test (contact Resistance test) for the assembly inside the tank

High voltage withstands.

Secondary test to ensure the proper functioning of the live line indicators, fault passage indicators and relays.

The each and every RMU repaired shall be tested for routine test as stated above. Every agency shall maintain a register for each RMU tested. The register kept giving details of testing of all the tests carried out as specified in the clause shall be checked by the inspecting officer of the UGVCL at any time and the same shall be produced for verification. In case, the register is not found with appropriate details, the action taken by the UGVCL shall be binding to the agency.

## 22. INSPECTION

A team from UGVCL shall visit the works of agency at any time and verify, assessment for RMU repairing, quality of components used, testing instruments, machineries / equipments, test reports of earlier RMUs tested etc. They may also witness some or all tests on the RMUs available in the factory / workshop of the agency. Agency shall give co-operation to this team during its visit and furnish all the details required by them. In case any default is observed during this visit, necessary action shall be taken against agency & Company may cancel the contract / black list the agency.

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## 23. SERVICE LEVEL AGREEMENT & PENALTY

### 23.1 SERVICE LEVEL AGREEMENT FOR VISIT: -

Sr. No.	Particularly (TimePeriod)	Nos. of RMU Visit	Remarks	Work Carried Out	Penalty + GST is applicable
1	Emergency Visit	As an when required	As per order only one visit. If emergency falls under GP RMU refer clause no 28	24 Hrs (working)	Per Day 5000/-
2	1 <sup>st</sup> Half	300	As per request from Concern EE / DE Division/ SDn	As per Check List	Per RMU 5,000/-
3	2 <sup>nd</sup> Half	300	As per request from Concern EE/ DE Division /Sdn	As per Check List	Per RMU 5,000/-

### 23.2 SERVICE LEVEL AGREEMENT FOR RECTIFICATIONS:-

Sr. No.	Particularly	Rectification Location	Work Carried Out Time Period	Remarks	Penalty + GST is applicable
1	Rectification/Repairing /Revalidation work of RMU	At site	5 Days from Visit	If works falls under GP refer clause no. 24	Per RMU Per Day 5,000/-
2	Rectification/Repairing /Replacement work of RMU	At Plant/ Works/ Factory	30 Days from Visit	If works falls under GP refer clause no. 24	Per RMU Per Day 10,000/-

### PROVIDING SPARE WORKING RMU: -

The bidder has to arrange for balance 3 % or more working spare RMUs (complying standards) for replacement of failed RMU within 24 Hrs. Bidder's spare RMU which is installed on temporary basis must be replaced by UGVCL original repaired RMU as per time line given. Necessary approval required before installation of RMU i.e. type test, IP 54 etc. as per latest ISO. Bidder has to submit all details of 3% spare RMUs for physical verification at the time of bid submission.

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## PENALTY FOR LATE DELIVERY: -

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 Project Value / Part Project 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 project (Survey + Supply + Erection + Civil). 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.

Due consideration will be given for waiver / levy of penalty only for the reason absolutely beyond suppliers control (e.g. Force Majeure conditions as laid down in the laid down in the DGS & D, Clause reproduced hereunder) for which documentary evidence will have to be provided.

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

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

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

## **24. GUARANTEE**

24.1 The Contractor shall warrant that the all RMU which falls under contract, in accordance with the Contract documents and free from defects in material / equipment and workmanship for a period of six (6) months for whole project from the date of completion of work order.

24.2 In case failure of the RMU or any other equipment within guarantee period contractor shall replace within 24 hours. For the same contractor shall kept sufficient required numbers of RMU as a spare (as per clause). If fails, then penalty at the rate of rupees 10000/- (Ten Thousands Only) plus GST applicable per hour shall be imposed for non-compliance of the condition.

24.3 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by

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the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

- 24.4 While attending repairs of the RMUs, the bidder shall ensure that guaranteed technical particulars and performance of the same are maintained for repaired RMUs.
- 24.5 During the joint inspection, bidder shall thoroughly checkup each and every parts of the unit in presence of UGVCL's Engineers. If the tenderer fails to perform or **defaults in execution of the term and condition of orders placed** or if UGVCL suffers any financial loss due to this, then UGVCL will be at liberty to adjust the amount from **other orders of the same firm or by en-cashing the PBG and stop dealing action taken.**
- 24.6 In the event of poor service performance in guarantee period, UGVCL may initiate action of stop deal / blacklist against successful bidder or encashment of BG / PBG submitted by successful bidder in GUVNL or its subsidiary company etc. at its sole discretion.

## 25. MINIMUM REQUIREMENT FOR AGENCY

THE REPAIRING AGENCY SHALL HAVE THE FOLLOWING REQUIREMENT.

1. Independent constructed factory shed.
2. Sufficient open land for storing of failed/repaired RMU with movement of man/material/vehicle.
3. Loading and unloading facility for failed/repaired RMU.
4. Permanent Electric connection.
5. All necessary machinery for repairing of RMUs
6. Chain pulley block of 2 ton capacity or electric hoist of similar capacity.
7. Testing equipment suitable to carry out all acceptance test along with calibrated meters.
8. Test bench for conducting acceptance test with high accuracy class of meters.
9. List of machinery as per Annexure B-1.
10. List of testing instruments as per Annexure B.
11. Proof of owner ship deed.
12. List of partner/director.



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## ACKNOWLEDGEMENT

To,  
The Chief Engineer (P&P)  
UTTARGUJARAT VIJ COMPANY LTD.  
CORPORATE OFFICE  
MEHSANA

Sub: One Year Complete cover warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle.

Ref: 1) Tender No. UGVCL/PROJECT/BOPAL-2/RMU CMC/099 Opened on Dated \_  
2) Your Order No.

We acknowledge with thanks receipt of your above referred order dated \_\_\_\_\_ for Complete Cover Warranty Maintenance Contract for RMUs of various configurations of Uttar Gujarat Vij Company Limited. We agree with the terms and conditions mentioned by you in your order dated \_\_\_\_\_, for undertaking the work of repairing of failed RMUs of Uttar Gujarat Vij Company Limited.

In case of not fulfillment of any of the terms and conditions of the above said order for repairing of damaged RMUs, our order shall be cancelled and the decision of the UGVCL shall be binding to us. We shall also not claim for the conditions mentioned in any of our letters written to the Company against this tender.

Thanking you,

yours faithfully,

Place:

Date:

Seal of the  
Company

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## ANNEXURE -A

CUSTOMER: **PROCESS CARD FOR REPAIRING OF Ring Main Units**

WORK ORDER NO:

DATE:

MAKE:

EST. NO.

Type :- 2w/3w/4w

APP. NO.

SERIAL NO:

SR. NO	PROCESS STAGE	PASSED	DEFECT INITIALS& DATE
1	Visual Disply for LED Working		
2	PT Voltage Indicator		
3	SF6 Gas Indicator		
4	AC Voltage at Output of Auxiliary Transformer(11KV to 230 v & 110 v)		
5	AC Voltage at Battery Charger Input		
6	DC Voltage at Battery Charger Output		
7	DC Voltage at Battery Terminals of RMU & FRTU (if installed) without supply		
8	DI/DO Cable Position		
9	RMU Status		
	Working/Not Working		
10	Operation point of View		
	a) Isolator-1		
	b) Isolator-2		
	c) Breaker-1		
	d) Breaker-2.		
	e) Manually working.		
	f) Motorized Working.		
	g) Smoothness for working		
	h) Gas Level position		
11	Gas Level		
12	I.R VALUE (AFTER TANKING) R/Y/B phase bushing /EARTH LV/EARTH HV/LV		
13	PRE-SEALING TESTS (At factory level) a) NO LOAD TEST b) D.V.D.F. TEST. c) FULL LOAD TEST. d) H.V. TEST.		
14	SEALING & TEST.		
15	Checking of Cable compartment Door		
16	Checking of indoor Cable termination		
17	Checking & Repairing interlock of RMU Mechanism (LBS/VCB/Earthing)		
18	CT Current & PT Voltage available for MFT		

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## ANNEXURE - B

### LIST OF TESTING INSTRUMENTS

Sr. No.	Item	Qty	Make	Sr. No. of Instrument	Range	Accuracy	Date of Calibration	Lab Report No. & Date
1	Break Analyzer For FBX Range	1 No						
2	Contact resistant meter 1micro ohm to 20 Mini ohm							
3	Portable resistance meter 2 mini ohm -20 K Ohm	2 No						
4	Digital Pressure Indicator 0-2 Bar	1 No						
5	MEGGAR 5 KV	1 No						
6	H.V. and P.D. setup	1 No						
7	Portable HV Kit 0 - 30KV							
8	Insulation Tester	1 No						
9	Digital Multi Meter 10000 v Ac/DC Digital clamp meter	1 No						
10	Insulating Testing	1 No						
11	DOUBLE VOLTAGE	1 No						
	GENERATOR 100 CYCLE 250 500, 1000 V							
12	STOP WATCH	1 No						
13	CLIP ON METER	1 No						
14	PANEL METERS OF TEST BENCH	1 No						

**NOTE:**

ALL THE TESTING INSTRUMENTS SHALL BE CALIBRATED ONCE IN A YEAR IN GOVERNMENT/NABL APPROVED LABORATORY. CALIBRATION CERTIFICATE SHOULD BE MADE AVAILABLE TO INSPECTOR WHENEVER ASKED FOR DURING TESTING /INSPECTION. All testing equipment's should be 0.5 class accuracy or better.

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## LIST OF MACHINERY

## ANNEXURE-B-1

SR. NO	DESCRIPTION	QTY	MAKE	SR. NO.
1	Primary injection kit	1 NO.		
2	Contact Resistance kit	1 NO.		
3	High Voltage test kit	1 NO.		
4	5.KV Meggar installation	1 NO.		
5	DRILLING MACHINE	1 NO.		
6	Circuit Breaker testing Kit	1 NO.		
7	HV Test Kit	1 NO.		
8	CHAIN PULLEY BLOCK WITH LOADING & UN LOADING ARRANGEMENT 2 TON CAPACITY.	1 NO.		
9	OVEN/DRIER WITH 1 HP MOTOR 8 KW CAPACITY 100 DEG. C TEMP (Temp. controlled oven)	1 NO.		
11	VARNIER CALIPERS AND GUAGE METER	1 NO.		
12	WELDING MACHINE-300 AMP	1 NO.		
13	GAS CUTTING CYLINDER AND EQUIPMENT.	1 NO.		
14	CIRCLE CUTTING MACHINE	1 NO.		
15	WEIGHING MACHINE	1 NO.		
16	SHEARING MACHINE	1 NO.		

TENDER NOTICE No:-UGVCL/PROJECT/BOPAL-2/RMU CMC/099

## Annexure -C

### Repairing works detail

No.	Particulars	Description
1.	Name of Repairing Agency	
2.	Address & Phone No: A) Office: B) Works:	
3.	SSI Registration No. & Date	
4.	Details of Shed A) Open Area B) Built up Area	
5.	Type of shed- own / rental	
6.	Proprietorship / Partnership / Company A) Name of Proprietor/ partners / Directors B) Residential Address C) Office Address	
7.	A) Name of Engineer B) Address C) Qualification D) Experience	



TENDER NOTICE No:-UGVCL/PROJECT/BOPAL-2/RMU CMC/099

**Annexure-D (Under taking & Validity)**

**Subject: One Year Complete cover warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle.**

**In connection with the above subject, I / We confirm the following:**

- 1 I / We the undersigned have read and examined the Tender Document No. UGVCL/PROJECT/BOPAL-2/RMU CMC/099, for One Year Complete cover warranty Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle.**
- 2 I / We declare that our offer is strictly in line with Tender scope of work. Further, I / We also agree that additional conditions/ deviations, if any, found in bid, the offer shall be out rightly rejected without assigning any reason thereof.**
- 3 I / We hereby submit our bid and undertake to keep our bid valid for a period of 120 days from the date of opening of bid. I / We hereby further undertake that during said period I / We shall not vary/ alter or revoke my/ our bid.**

This undertaking is in consideration of UGVCL agreeing to open my bid and consider and evaluate the same for the purposes of award of rate contract as per the bid documents.

Should this bid be accepted, I / We also agree to abide by and fulfill all the terms, conditions and provisions of the above mentioned bid documents.

Signature along with Seal of Co.

\_\_\_\_\_  
(Duly authorized to sign the Tender On behalf of the Company)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Co. \_\_\_\_\_

(In block letters)

Witness:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name & Address \_\_\_\_\_

E - Mail Address: \_\_\_\_\_

Fax No: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date & Postal Address

Telegraphic Address:

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

## APPENDIX

Sr. No.	Appendix Details	Particulars	Remarks
1	Appendix – I	Bank Guarantee Format for Earnest Money Deposit (EMD)	To be submitted with Bid Documents
2	Appendix – II	Bank Guarantee (For Period of Execution of Works)	To be submitted after LOA
3	Appendix – III	Contract Agreement	To be submitted after LOA
4	Appendix – IV	Bank Guarantee (For Guarantee Period)	To be submitted after completion of works
5	Appendix – V	Combined Bank Guarantee (For Period of Execution of works and Guarantee Period)	To be submitted after LOA

### NOTE:

**ALL THE DOCUMENTS SHOULD BE PROPERLY FILED AND SHOULD BE GIVEN FLAG MARKING FOR IDENTIFICATION.**

**ALL FILLED ANNEXURES ARE MANDATORY TO BE SUBMITTED WITH PHYSICAL BID.**

**THE BID WILL BE OUTRIGHTLY REJECTED IF, BIDS SUBMITTED WITHOUT PROPERLY FILLED ANNEXURES.**

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

## APPENDIX - I

### E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO.: COMPANY / \_\_\_\_\_  
(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.300/-)

WHEREAS M/s. \_\_\_\_\_ (name & address of the Firm) having their registered office at \_\_\_\_\_ (address of the firms Registered Office) (hereinafter called the 'Tenderer') wish to participate in the tender No. \_\_\_\_\_ for \_\_\_\_\_ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for \_\_\_\_\_ COMPANY Ltd. and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (amount of EMD) valid till \_\_\_\_\_ (mention here date of validity of this Guarantee shall be valid for 06(six) months from the date of submission of bid for this tender which is required to be submitted by the Tenderer along with the Tender).

We, \_\_\_\_\_ (name of the Bank and address of the Branch giving the Bank Guarantee) having our Registered Office at \_\_\_\_\_ (address of Bank's Registered Office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the COMPANY Ltd. or any Officer authorized by it in this behalf any amount not exceeding Rs. \_\_\_\_\_ (amount of E.M.D.), (Rupees \_\_\_\_\_ (in words) to the said COMPANY Ltd. on behalf of the Tenderer.

We \_\_\_\_\_ (name of the Bank) also agree that withdrawal of the Tender or part thereof by the Tenderer within its validity or Non-submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the COMPANY Ltd. would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and en-cashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the en-cashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ (mention here the date of validity of Guarantee) and shall not be terminable by notice or by Guarantor change in the constitution of the Bank or the firm of Tenderer Or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Tenderer and the COMPANY.

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the beneficiary

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

(i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.”

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Amt. of E.M.D.) (Rupees \_\_\_\_\_) (in words). Our Guarantee shall remain in force till \_\_\_\_\_ (Date of validity of the Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

Please Mention here Complete Postal  
Address of the Bank with Branch  
Code, Telephone and Fax Nos.

Signature of the Bank's  
Authorized Signatory with  
Official Round Seal.

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

## APPENDIX - II

### ON STAMP PAPER OF RS.300/- FORM OF BANKER'S UNDERTAKING

#### **[For Performance Guarantee (PBG) towards execution / supply Period as per Commercial Terms and Conditions of Tender]**

We, \_\_\_ (Name of the Bank and Address of the Branch giving the Bank Guarantee) having our registered office at \_\_\_ (Address of Bank's registered office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ and hereby agree Unequivocally and Unconditionally to pay immediately on demand in writing from the beneficiary Company \_\_\_\_\_ (Uttar Gujarat Vij Company Limited) or any officer authorized by it in this behalf any amount up to and not exceeding Rs. \_\_\_ (Amount of Performance Guarantee towards execution/ supply period), (Rupees \_\_\_\_\_ (in words)) to the said \_\_\_\_\_ (Uttar Gujarat Vij Company Limited) on behalf of M/s. \_\_\_ who have entered into a contract for the supply/works specified below:

LOA No. \_\_\_ dated \_\_\_.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ (Date of validity of the Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the Beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_ (Date of validity of the Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (Date of validity of the Bank Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

<b>Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.</b>	<b>Signature of the Bank's Authorized Signatory With Official Round Seal.</b>
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#### **NAME OF DESIGNATED BANKS:**

1. All Nationalized Banks including Public Sector Bank IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

**Note:** The banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

Instructions to Bidder & Conditions of Contract for TENDER NOTICE No:- UGVCL/PROJECT/BOPAL-2/RMU CMC/099

Signature of Tenderer  
Place:

Company's Round Seal  
Signature of Tenderer

Page 57 of 77  
Date:



# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

## APPENDIX - III AGREEMENT

THIS AGREEMENT made on this \_\_\_\_ day of \_\_\_\_\_ Two Thousand Eighteen.

BETWEEN

M/s. \_\_\_\_\_, having Registered Office at  
India \_\_\_\_\_ and it Works \_\_\_\_\_ at  
and  
represented by Mr. \_\_\_\_\_ Authorized Person of the ONE PART.

AND

Uttar Gujarat Vij Company Ltd, having Registered Office at Vishnagar Road, Mehsana and  
represented by \_\_\_\_\_ of the OTHER PART.

WHEREAS, the Supplier willingly submitted bids for the Tender No \_\_\_\_\_  
of the Purchaser company for supply of

\_\_\_\_\_ as specified and as per delivery instructions provided in the Acceptance of Tender (AT) /  
Letter of Acceptance (LOA) issued vide No \_\_\_\_\_  
\_\_\_\_\_ Dtd.

\_\_\_\_\_ by the Purchaser Company at the accepted respective prices or rates  
mentioned against the said items / materials.

AND WHEREAS THE PURCHASER Company has accepted the tender of the Supplier for the supply  
for the total sum of **Rs.** \_\_\_\_\_  
(\_\_\_\_\_)

\*including / excluding taxes upon the terms and subject to the conditions herein mentioned in the  
agreement.

AND WHEREAS, a list is made out in the "SCHEDULE" hereunder written and all of which said  
documents of the Schedule are deemed to form part of this agreement and included in the expression  
"the Supply" wherever herein used, upon the terms and subject to the conditions hereinafter  
mentioned.

NOW THIS AGREEMENT WITNESSES AS UNDER AND IT IS HEREBY AGREED AND DECLARED  
THAT:-

- 1) The Supplier has accepted the Terms and Conditions set out in the Tender Notice No.  
\_\_\_\_\_ as well as in the form of Acceptance of

Instructions to Bidder & Conditions of Contract for TENDER NOTICE No:- UGVCL/PROJECT/BOPAL-2/RMU CMC/099

Signature of Tenderer  
Place:

Company's Round Seal  
Signature of Tenderer

Page 58 of 77  
Date:

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

Tender (AT) / Letter of Acceptance (LOA) No. \_\_\_\_\_

**Dtd.** \_\_\_\_\_ which will hold good & valid during the period of this Agreement.

- II) The supplier shall do and perform for all supplies and things in this agreement mentioned and described or which are implied therein or there from respectively or are reasonably necessary for the in-time and in manner supplies as mentioned and subject to the general / commercial terms & conditions and stipulations contained in this agreement.
- III) In consideration of the due provision, executions, completion of the Supply, as agreed to by the Supplier as aforesaid, the Purchaser company hereby agrees to pay all the sums of money as and when they become due and payable to the supplier under the provisions of the agreement and such payment to be made at such times and in such manner as provided in the agreement.
- IV) In respect of the said Tender as per the terms & conditions of this Agreement, the Supplier has deposited amount in Cash or DD or has provided valid Bank Guarantee of **Rs** \_\_\_\_\_ ( \_\_\_\_\_) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- V) Upon breach by the Supplier of any of the conditions of this Agreement, the Purchaser Company may give a notice in writing to rescind, determine and put to an end to the A/T without prejudice to the right of the Purchaser company to claim damages for antecedent breaches thereof on the part of the Supplier and also to claim reasonable compensation / risk & cost purchase for the loss occasioned by the Purchaser Company due to failure of the Supplier to fulfill the Order as certified in writing by the Purchaser for which Certificate shall be conclusive evidence of the amount of such compensation payable by the Supplier to the Purchaser.
- VI) The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving TWO MONTH'S NOTICE IN WRITING without compensating the Supplier.
- VII) This Agreement shall remain in force till the expiry of satisfactory performance of the Supply during Guarantee / Warranty period including for the quantity mentioned in the repeat order, if any as per the terms & conditions of the LOA / AT.
- VIII) Any Notice in connection with the Supply including the Notice for termination may be given by the Purchaser or any Authorized Officer for the said purpose as per the Commercial Terms & Conditions of the LOA / AT.
- IX) If subject to the circumstances beyond control i.e. Force Majeure conditions, the Supplier fails to deliver the materials, the same shall be governed as per the Tender Documents.
- X) The agreed value, extent of supply, delivery dates, specifications, and other relevant matters may be altered by mutual agreement as per the policy of the purchaser Company and if so altered shall not be deemed or construed to mean or apply to affect or alter other general / commercial terms & conditions of the agreement and the agreement so altered or revised shall be and shall always be deemed to have been adhered subject to and without prejudice to said stipulation.
- XI) The following is the Schedule forming part of this agreement as provided herein above:

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

## SCHEDULE

List of documents:

1. Offer (Bid) of M/s. \_\_\_\_\_ for Tender No. \_\_\_\_\_
2. Tender technical specification and GTP.
3. Tender's terms and conditions.
4. LOA NO: \_\_\_\_\_ **Dtd.** \_\_\_\_\_

In witness whereof the parties here to have set their hands and seals this day, month and year first above written.

**Place:**

**Date:**

1. Signed, Sealed and delivered by:

For and on behalf of M/s. \_\_\_\_\_

**Authorized Person**

\_\_\_\_\_

In the presence of Name, Full Address & Signature:

i) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

2. Signed, Sealed and Delivered by:

For and on behalf of **M/s. DISCOM Gujarat Vij Company Ltd. (Purchaser)**,

\_\_\_\_\_

DISCOM, Corporate office,

In the presence of Name, Full Address & Signature:

i) \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

**APPENDIX - IV**  
**ON STAMP PAPER OF RS.300/-**  
**FORM OF BANKER'S UNDERTAKING**  
**[For Performance Guarantee (PBG) towards Guarantee/ Warranty Period as per commercial terms and conditions of tender]**

We, \_\_\_ (Name of the Bank and Address of the Branch giving the Bank Guarantee) having our registered office at \_\_\_ (Address of Bank's registered office) hereby give this Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_

and hereby agree Unequivocally and Unconditionally to pay immediately on demand in writing from the Beneficiary Company \_\_\_\_\_ (Uttar Gujarat Vij Company Limited) or any officer authorized by it in this behalf any amount up to not exceeding Rs. \_\_\_\_\_ (Amount of Performance Guarantee towards Guarantee/ Warranty period), (Rupees \_\_\_\_\_ (in words)) to the said \_\_\_\_\_ (Uttar Gujarat Vij Company Limited) on behalf of M/s. \_\_\_\_\_ who have entered into a contract for the supply/works specified below:

P. O. (A/T). No. \_\_\_\_\_ dated \_\_\_\_\_.

This agreement shall be valid and binding on this Bank up to and inclusive of \_\_\_\_\_ (Date of validity of the Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the Beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly.

NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our guarantee shall remain in force until \_\_\_\_\_ (Date of validity of the Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before \_\_\_\_\_ (Date of validity of the Bank Guarantee), all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:  
Date:

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

**NAME OF DESIGNATED BANKS:**

- All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
  - Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank
- Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

**APPENDIX - V**  
**ON STAMP PAPER OF RS.300/-**  
**FORM OF BANKER'S UNDERTAKING**  
**[Combined Performance Guarantee (PBG) towards Execution /supply Period and Guarantee/ Warranty Period as per commercial terms and conditions of Tender]**

We, (Name of the Bank and Address of the Branch giving the Bank Guarantee) having our registered office at (Address of Bank's registered office) hereby give this Bank Guarantee No. dated

and hereby agree Unequivocally and Unconditionally to pay immediately on demand in writing from the Beneficiary Company (Uttar Gujarat Vij Company Limited) or any officer authorized by it in this behalf any amount up to not exceeding Rs. (Amount of combined Performance Guarantees towards Execution /supply Period and Guarantee/ Warranty Period),

(Rupees (in words)) to the said (Uttar Gujarat Vij Company Limited) on behalf of M/s. who have entered into a contract for the supply/works specified below:

L.O.A. No. dated .

This agreement shall be valid and binding on this Bank up to and inclusive of

(Date of validity of the Bank Guarantee) and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this Guarantee shall not be assignable, transferable by the Beneficiary (i.e. GUVNL or Subsidiaries). Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of the Guarantee can be made only by the beneficiary directly. NOTWITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs. (Rupees only). Our guarantee shall remain in force until

(Date of validity of the Bank Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before (Date of validity of the Bank Guarantee), all rights of the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

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

NAME OF DESIGNATED BANKS:

1. All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.
2. Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

Note: The Banks shall be the Banks recognized / notified by the Finance Department, Government of Gujarat (GoG) from time to time.



# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

## ANNEXURE

Sr. No.	Annexure Details	Particulars
1	Annexure – 1	Self Certificate
2	Annexure – 2	Details of Firm
3	Annexure – 3	Priced Schedule
4	Annexure – 4	Work Execution Schedule
5	Annexure – 5	Details of the Experience
6	Annexure – 6	List of Performance Certificate
7	Annexure – 7	List of Type Test Reports
8	Annexure – 8	Terms Agreed (Yes / No)
9	Annexure – 9	Technical Deviation (if Any)
10	Annexure – 10	Undertaking in regard to Stop Deal / Black List
11	Annexure – 11	Certificate A
12	Annexure – 12	Authorization from OEM for all Tender's Items
13	Annexure – 13	Notarized Consent

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

## ANNEXURE - 1 (TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Subject: One Year **Complete Cover Warranty** Maintenance Contract (CMC) for Ring Main Units having of Various Configuration for Bopal Division under Sabarmati Circle.

Reference: Tender Notice No. UGVCL/PROJECT/BOPAL-2/RMU CMC/099  
Due on date:

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

1. I / We, the under signed have read and examined the Tender's terms and conditions in tender mentioned under reference along with the Commercial terms and conditions.
2. I / We, declare that our Technical Bid is strictly in line with the Tender's terms and conditions specifications (except the deviations shown in Annexure of Technical Deviations of this tender document).
3. Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions, our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm

Signature of the Authorized  
Representatives of the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

**ANNEXURE - 2**  
**DETAILS OF THE FIRM**  
**(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT / Physical Form with**  
**Technical Cover)**

These details are necessary to create the database of suppliers

Name of Agency			
Works/factory at			
Within Gujarat / Outside Gujarat			
Pvt. Firm / Public Ltd. / State Govt. Under taking / Central Govt. undertaking		(Indicate the relevant status)	
Supplier Category		Manufacturer/Authorized dealer/distributor/Trader/Agent	
Vendor Registration Letter No. & Date			
Vendor Registration Fee for New Entrants/Re-registration		Not applicable/Paid / Not Paid	
Vendor Registration /Re-registration fee paid Date			
Vendor Registration Validity Period		From Date_____ to Date_____	
VAT / TIN No. and VAT / TIN Date, if applicable			
GST Registration No. and GST Date			
MSEs / SSI Certificate /EM No. and Date			
NSIC/DGS&D/CSPO Certificate No. (Should be revalidated since last 3 yrs.)@			
NSIC/ DGS&D/CSPO Certificate Date. @			
Whether under NSIC/ DGS&D/CSPO scheme. If Yes then Monetary limit. @		Rs.	
Custom No. and Date (If applicable)			
ISO Certification Details			
Name of ISO Certification Agency			
Validity Period of ISO Certification		From Date_____ to Date_____	
Address of	Registered Office	Factory / Works	Authorized Representative (As per cond. no.:40 above)
Contact person name			
Designation			
Address			
City & Pin code			

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

State			
Country			
Phone Nos. (Office)			
Phone Nos. (Residence)			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Email-id			
Specimen signature			

## ANNEXURE - 2 (Continued)

DETAILS OF PARTNERS / DIRECTORS OF FIRM / COMPANY				
Sr. No.:	Name of Partners / Directors DIN no. as applicable	e- mail ID	Address of Office & Contact Phone / Fax No. / Mobile No.	Address of Residence & Contact Phone / Fax No./ Mobile No.
1				
2				
3				
4				
5				
Name of Authorized Signatory:				

@ Applicable for Gujarat based (Works in Gujarat) bidders only.

# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

## ANNEXURE - 3

### PRICED SCHEDULE (COPY WITH PRICES)

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT / Physical Form in Technical Cover)

Sr. No.	Details of the Items / Equipments Offered	Quantity Offered	Firm's Capacity for the completion of contract under stipulated time period



# Uttar Gujarat Vij Company Limited

CIN - U40102GJ2003SGC042906  
(A subsidiary of Gujarat Urja Vikas Nigam Limited)

**ANNEXURE - 4**  
**WORK COMPLETION SCHEDULE**  
(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT / Physical Form in Technical Cover)

Tenderer should furnish their Delivery Schedule of the tendered items in the following table in online / e-tendering only

Approval of drawing / prototype sample, if applicable is to be completed in commencement period only (as indicated by COMPANY in the tender)

Sr. No.	Details of the Items / Equipment Offered with Supply, Installation, Testing, Commissioning as per BOQ	Tenderer's Commencement Period as per tender	Tenderer's Work Completion Period after Commencement period.

**Note:**

The bid will be rejected if offered delivery is more than the requirement of tender, without going in to further correspondence with bidder.

# Uttar Gujarat Vij Company Limited

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## ANNEXURE- 5

DETAILS OF THE EXPERIENCE FOR SUPPLY OF TENDER ITEM /SIMILAR TYPE OF TENDER ITEM IN  
LAST FIVE YEARS FROM THE DUE DATE OF TENDER:

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT / Physical Form in Technical  
Cover)

Sr No	Order No./Date	Description of Work	Order Amount Rs. In Lakhs	Name of Order placing authority
1	2	3	4	5

Completion date as per order	Date of commencement of work	Date of actual completion of work
6	7	8

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## ANNEXURE - 6

### LIST OF PERFORMANCE CERTIFICATES

(PHOTO COPY/IES OF PERFORMANCE REPORT/S TO BE UPLOADED IN TECHNICAL STAGE OF ONLINE MODE / e-TENDER FORMAT / Physical Form in Technical Cover)

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

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## ANNEXURE- 7

### LIST OF TYPE TESTS REPORTS

(PHOTO COPY/IES OF TYPE TEST REPORT/S DULY NOTARIZED OF EACH OFFERED ITEM AS PER REQUIREMENT OF TENDER TO BE SUBMITTED IN PHYSICAL FORM IN TECHNICAL COVER)

Sr. No	Type Test Report No. & Date	Tests Carried out at (Name of Laboratory)	Rating & Type / Designation of Item / Equipment	Name of the test Conducted	Results Of the Tests.

# Uttar Gujarat Vij Company Limited

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## ANNEXURE - 8 (TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT / PHYSICAL FORM IN TECHNICAL COVER)

1	PRICES: [FIRM /VARIABLE]	FIRM /VARIABLE
2	<p><b>GST:[In percentage]</b> (If opted for Composition under GST, please mention "C" instead of percentage)</p> <p>(In case different rate of GST applicable on different items, details shall be provided separate annexure)</p> <p>Please quote your GST Registration No.&amp; Date of the location wherefrom Supplier / Contractor intends to supply goods / services)</p>	<hr style="width: 50%; margin: auto;"/> %
3	<p><b>PENALTY TERMS OF TENDER AGREED:</b> (Clause No: PART IV - 23) (Please Specify YES / NO.)</p>	YES / NO
4	<p><b>PERFORMANCE GUARANTEE TO COVER EXECUTION PERIOD (SECURITY) TERMS OF TENDER AGREED:</b> (Clause No: PART IV - 12)(Please Specify YES / NO.)</p>	YES / NO
5	<p><b>PERFORMANCE GUARANTEE TO COVER WARRANTY PERIOD TERMS OF TENDER AGREED:</b> (Wherever applicable): (Clause No: PART IV - 12) (Please Specify YES / NO.)</p>	YES / NO
6	<p><b>PERIOD OF CONTRACT:</b> (Please Specify YES / NO.) (It should not be different than declared / mentioned in Annexure-5) (Please refer Cl. no. Clause No: PART IV - 1. T &amp; C and as per schedule-A of tender)</p>	YES / NO
7	<p><b>VALIDITY OF THE OFFER OF TENDER AGREED</b> (Clause No: PART IV - 8)(Please Specify YES / NO.)</p>	YES / NO
8	<p><b>PAYMENT TERMS OF TENDER AGREED:</b> (Clause No: PART III - 11) (Please Specify YES / NO.)</p>	YES / NO



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**ANNEXURE - 9**  
**(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT / PHYSICAL FORM IN**  
**TECHNICAL COVER ONLY)**

TECHNICAL& COMMERCIAL DEVIATIONS, IF ANY, TO BE FURNISHED IN THIS ANNEXURE ONLY

# Uttar Gujarat Vij Company Limited

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(A subsidiary of Gujarat Urja Vikas Nigam Limited)

## ANNEXURE - 10

(UNDERTAKING IN REGARD TO STOP DEAL / BANNED FOR BUSINESS DEALING / BLACK LIST THEREOF PHYSICAL FORM IN TECHNICAL COVER ONLY).

Sub: Undertaking in regard to Stop Deal / Banned for Business dealing / Black List Thereof.

Ref: Tender No.:

I / We \_\_\_\_\_ authorized signatory of M/S \_\_\_\_\_ here by certify that M/S \_\_\_\_\_ and their proprietor / any partner / any directors of the firm is not stop deal and/or banned for business dealing and/or black listed by GUVNL and/or their any subsidiary company viz. GSECL / GETCO / DGVCL / MGVCL / UGVCL / PGVCL.

Seal of the Firm

Signature of the Tenderer

# Uttar Gujarat Vij Company Limited

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## ANNEXURE-11

(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT / PHYSICAL FORM IN  
TECHNICAL COVER ONLY ONLY)

Tender for Supply of \_\_\_\_\_

Tender No. COMPANY/  
Due On:

On Firm's Letter Head

### CERTIFICATE - "A"

I / We \_\_\_\_\_ authorised signatory of  
M/s. \_\_\_\_\_ hereby certify that  
M/s. \_\_\_\_\_ is not related with other firms who  
have submitted tenders for the same items under this inquiry / Tender.

Seal of the Firm

Signature of the Tenderer  
With Designation

Place:  
Date:

# Uttar Gujarat Vij Company Limited

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## ANNEXURE-12

(TO BE SUBMITTED IN ONLINE / e-TENDERING / PHYSICAL FORM IN TECHNICAL COVER ONLY)

Ref.:

Date:

“I / We declare that we are hereby submitting authorization from OEM all the tendered items”.

Confirm / Not Confirm: \_\_\_\_\_

Name of Bidder / Manufacturer: \_\_\_\_\_

Address of the works: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# Uttar Gujarat Vij Company Limited

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## ANNEXURE-13

**(TO BE SUBMITTED / FILLED IN ONLINE / e-TENDER FORMAT / PHYSICAL FORM IN TECHNICAL COVER ONLY)**

(Duly Notarized) on Rs.300/- Non-Judicial Stamp Paper (as per tender condition)

I \_\_\_\_\_ authorized signatory of M/s.  
\_\_\_\_\_ for Tender No. \_\_\_\_\_ certify  
that Mr./Mrs./Ms. \_\_\_\_\_ is our Company's  
authorized representative and he/she is employee of our Company/Firm. It is  
further declared that he/she is not representative/employee of any other  
Company/Firm.

He / She is authorized for coordination/follow up relating to this tender.

Details of Authorized Representative

Full Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Contact Number : \_\_\_\_\_

Office Address : \_\_\_\_\_

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

Accepted and confirmed the above facts

Specimen Signature : \_\_\_\_\_

It is certified that signed made by above authorized representative in my presence.

Signature of Authorized signatory : \_\_\_\_\_

Full Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Contact Number : \_\_\_\_\_

Office Address : \_\_\_\_\_

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

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

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