

No: UGVCL/R&C/Tech/CSS/PO/ 1388

Dt :26.11.2018

26 NOV 2018

To,
The Registrar,
Hemchandracharya North Gujarat University,
Patan-384265
Gujarat.

Sub: Appointment for Research and Consultancy for conducting Consumer satisfaction survey and analyzing consumer satisfaction of UGVCL consumers.

Ref: 1. UGVCL/R&C/SE Tech/Consumer Satisfaction Survey/935 dtd:4.08.18
2. Confirmation & Estimated cost letter of HNGU dtd:08.10.18
3. HNGU/7342 date.20.11.2018.

UGVCL, is pleased to place an order for the appointment of agency for Consumer satisfaction survey work under the jurisdiction of UGVCL, Mehsana as specified in the schedule-B attached, and as per quantity, prices, specifications and conditions now mentioned in this A/T. Any clause, condition or term in your offer letter and / or acknowledgement letter which is repugnant to or inconsistent with the terms and conditions of this acceptance letter and schedule attached hereto shall be void and of no force and effect unless specifically approved and expressly modified by UGVCL.

If you fail to acknowledge the receipt of this communication within a week, you will be deemed to have accepted this contract on the terms and condition set out herein. You will also be deemed to be fully aware of UGVCL'S General Conditions of contract for the staffing of Consumer satisfaction survey work ,its report preparation and submission of final analysis report and any ignorance of these conditions will not exempt you from your liability to abide by the same.

The details of prices, period of service, terms and conditions, payments etc. shall be as described hereafter.

- 1. Contract Price:** Total contract value for entire survey work including reports preparation & analysis service is RS. 17, 00,000 excluding applicable GST. i.e. (Rs.17,00,000/- + 18 % GST extra applicable also. i.e. Rs.2006000=00 with GST.
- 2. Validity of order:** 3 (Three) month from the date of signing of agreement of Consumer satisfaction survey work. No further extension is given in this rate contract.
- 3. Broad scope of work:** The Uttar Gujarat Vij Company Limited (hereinafter called UGVCL) wishes to outsource the services of an independent agency for carrying out the work of Consumer Satisfaction Survey (CSS) on representative sample basis for all the subdivisions under its jurisdiction as per directives given by GERC. Through the survey work, UGVCL would like to comprehend the present level of satisfaction among consumers and to identify their expectations from which the level of satisfaction could be improved with respect to the below mentioned service parameters.
 - Reliability and quality of the supply.
 - Consumer services, Consumer awareness on complaint redressal mechanism through redressal committee, consumer grievances redressal forum and ombudsman, compensation mechanism ,billing and metering issues,

- ease of applying for new connection /load extension/reduction/shifting of connection, release of connection, first billing ,ease of payment of bills etc.may become part of the survey.
 - Vast consumer base may be covered for the survey including all categories of consumers and not to restrict it just to residential and commercial consumers.
 - Behaviour of UGVCL departmental employees.
 - Grievance related to – New connections, No power supply complaint, Wrong billing, Meter reading, Replacement of faulty meters, Replacement of failed transformers etc.
 - Safety & Energy conservation.
- UGVCL management is desirous to know the present satisfaction level of the consumer served by them and to identify the critical areas for improvement.

4. Quantities:

Agency have to carry out customer satisfaction survey work as to carry out sample survey of at least 339 nos. of consumers per 1,00,000 nos of consumer .So circle wise sample with an estimated cost are as under:

Circle	Nos of consumers	Sample to be surveyed	Rate per consumer given by HNGU	Total Estimated cost Excluding GST	Total Estimate with 18 % GST
Sabarmati	949036	2500	170	425000	501500
Mehsana	872077	2500	170	425000	501500
Palanpur	833783	2500	170	425000	501500
Himatnagar	738478	2500	170	425000	501500
UGVCL Total	3393374	10000	-	1700000	2006000

Looking to the quantum of the survey work, agency has to carry out circle wise survey work and final report has to be submitted to UGVCL as a whole.

5. Security Deposit And Performance Guarantee :

A Security deposit/Performance Guarantee equivalent to 10% of the order value shall be adjusted again advance amount given at the time of signing the contract (i.e. 25 % of order value) as HNGU is being a government organization.

This Bank Guarantee (Performance Bank Guarantee) shall remain valid for a period of 6 Months from the date of commencement of contract and may have to be extended if desired by the purchaser if the contract is extended for further Period.

Security deposit/performance guarantee shall be refundable on request of the Agency after three months on completion of the entire work to the satisfaction of the UGVCL.

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

If the agency fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the UGVCL shall be entitled to make other arrangements at the risk and expenses of the agency.

6. Agency To Inform Himself Fully: The contract shall be considered to have come into force from the date of the issue of Letter of AT. The agency shall be deemed to have carefully examined the General Conditions, specifications, schedules and drawings also to have satisfied himself as the nature and character of the work to be executed and where necessary, of the site conditions and other relevant matters and details. Any information thus had or otherwise obtained from the owner or the Engineer shall not be in any way relieving the agency from his responsibility for executing the work in terms of the contract including all details and incidental works which may not have been specifically mentioned in the contract but necessary for ensuring complete and efficient working of this project.

7. Contract Documents And Agreements: The order placed under this specification shall be governed by the terms and conditions as incorporated in this Specification and as given in the detailed work order and its annexure(s). The terms and conditions as specified in this section if differ from the terms indicated in the detailed work order and its annexure(s) the later shall prevail. The contract shall for all purposes be construed according to the Laws of India and subject to jurisdiction of Gujarat Courts only. The expenses of completing and stamping the contract agreement shall be borne by the Agency. Such agreement shall be executed and signed by the competent authority of the agency on each page thereof. The original copy is only to be executed on the stamp paper. The remaining two copies may be executed on simple paper. Such complete agreement form along-with the contract documents together with a 'Power of Attorney" in favor of the Executants shall be required to be returned to the owner within a period of 10 days from the receipt of order duly signed on each page. One copy of the executed agreement duly signed by the agency may be sent to the agency for his reference. The contract documents shall mean and include the following:

- a. Contract agreement along with letter of intent.
- b. Tender Document
- c. Work order and its Annexure.
- d. Complete specifications.
- e. Power of Attorney in favor of the signatory on non judicial paper of Rs 100

8. Change of Quantity: The UGVCL reserves the right to delete any item from the scope as specified in the accompanying technical specifications, at the time of award of contract or during the execution of the contract. In case any item is deleted from the scope of work, the value of contract will be reduced accordingly and vice versa.

9. Rules and Regulations: The Agency has to follow the labor regulations and the directions including minimum wages of Government and other authorities enforcing the labor regulations and comply with any other relevant legislation in force from time to time. The owner reserves the right to place the order for any quantity or extend the TENDER quantity.

10. Deduction from Contract Price: All costs, damages or expenses which the owner may have paid, for which the agency is liable, will be claimed by the owner. All such claims shall be billed by the owner to the agency regularly as and when they fall due. Such bills shall be supported by

appropriate and certified vouchers or explanations, to enable the agency to properly identify such claims. Such claims shall be paid by the agency within fifteen (15) days of the receipt of the corresponding bills and if not paid by the agency within the said period, the owner may then deduct the amount, from any payment due or becoming due by him to the agency under the contract or may be recover from SD or by actions of law or otherwise, if the agency fails to satisfy the owner of such claims.

11. Compliance Of Labor Legislation: The bidder shall discharge its liability of employer/ agency in respect of personnel to be engaged for service, as said out in EPF and MP Act, 1952 ESI Act, 1948 (in ESI implemented area), workmen's compensation act, 1923 (in non ESI implemented area) contract labour (R&A) Act, 1970, Payment of Wages Act, 1936, Minimum Wags Act, 1948, etc. The bidder is required to get separate code under the provision of EPF and ESI Acts, if not already taken and deposit the employer's contribution along with employee subscription, as per rule and submit a copy of challans at the time of claiming payment, failing which an amount equivalent to employer's contribution and employees subscription shall be deducted from his each bill and deposited with the concerned authorities. The bidder shall be solely responsible for any consequences arising out of a breach of any legislation.

12. Scope of Entire Work:

The agency shall be fully responsible for this project. Agency has to manage himself for any discriptiancy arise during period of project.

The scope of work is broadly divided into three stages:-

- 1 Stage-I: "Designing Stage"**, during which methodology for selection of villages and identified villages thereof, survey forms and means of conducting survey would be devised by the agency.
- A) Multistage stratified sampling design is proposed in order to ensure representation of all segments of customers. At the first stage of stratification, it is proposed to have sample size in accordance to the proportion of the existing customers in different tariff categories.
 - B) At the second stage of sampling, the sample is equally segregated in rural and urban areas. However, as industrial customers are in urban area and agricultural customers exclusively located in rural areas the sample from these two categories has not been segregated between rural and urban areas. In the case of domestic and commercial customers the sample is divided in both rural and urban areas equally.
 - C) At the third level of sample allocation at the district level the sample will be distributed in proportion to the customers of All categories in each of the seven districts. Further, within the districts the sample will be distributed equally in rural and urban areas. In order to capture the responses from both rural and urban area of a district, District Head quarter and Taluka Head quarter shall be selected for survey work along with other town and villages. In case of village selection, villages located nearby the selected town and remote villages (Farthest villages of the respective towns) will be selected.
 - D) At the fourth stage of sampling, the sample customers falling under each town and village will be selected by using random sampling technique. In this process the households will be selected first on random basis and head of the household will be interviewed. In case of a town / district head quarter, four wards from each town will be randomly selected.
 - E) The agency shall prepare questionnaire for survey. The questionnaire shall be designed so that it should be equally comprehensible for rural, urban, educated and uneducated group of

samples. The questionnaire shall be designed to cover all parameters required to know the level of consumer satisfaction in terms of an overall "consumer satisfaction index", as well as the consumer satisfaction index for each parameter. Standard principle of designing questionnaire for survey/research shall be applied by the agency. **The questionnaire so designed shall be objective only. The questionnaire has to be duly approved from UGVCL Corporate Office before starting survey work.**

- F) The agency shall design the format for survey form. Further, the agency is also entrusted to identify various means suitable for different groups of consumers.
- G) The agency shall submit sampling methodology being adopted, list of identified villages, survey form & questionnaire and proposed means to carry out survey for different group of consumers to the Nodal officer of CSS.
2. **Stage-II: "Administrative Stage"**, during which the survey work would be carried out by the team in the identified villages within the stipulated time. This includes (but is not restricted to) the following activities and services:-
- A) The agency shall get the survey form filled by the consumers of the identified villages through interviewing. i.e. purely one to one contact. **Telephonic responses shall not be considered.**
- B) **The agency will have to collect and note down the number of any of photo id proof issued by Government of India(Aadhar card/voter ID card/pancard/ration card/driving licence) and meter number of that premises.**
- C) **The agency shall have to collect mobile number/contact number of surveyed consumer if available**
- D) **The daily progress report should be submitted to UGVCL nodal officer.**
3. **Stage-III: "Analyzing Stage"**, during which the agency is expected to analyze the result of satisfaction survey and present actionable recommendations to the management of UGVCL to improve the consumer's perception and service. The agency shall submit the comprehensive study of the survey work with the data and graphical representation. The agency shall analyze the outcome of the survey that **should not be limited to** following:-
- A) Tariff category wise and subdivision wise data analysis report is to be submitted.
- B) Circle/Division/Sub division wise and District/Taluka/Village/Town wise comparison of consumer satisfaction level.
- C) Analyzing the reason due to which consumers of one circle are found to be more satisfied than other circles.
- D) Analyzing the reason due to which consumers of one district are found to be more satisfied than other districts.
- E) Recommendation to improve the consumer satisfaction level based on compiled subjective responses or feedback of the consumer.
- F) Analyzing the parameter wise response of the consumer and suggest the management about few key parameters that would change the consumer perception about UGVCL's services and existing satisfaction level.
- G) Analyzing the input of consumer on safety and energy conservation
- H) Agency has to submit score wise analytic study report to UGVCL
- I) Graphical analysis report is to be required.
- J) All the Filled survey forms shall have to be handover at time of final analytical report to UGVCL
1. Questionnaire forms duly filled up and signed by consumer/representative during survey work will have to be submitted by agency at the time of final submission reports.
2. UGVCL shall have copy right on all data collected and analysis report.

13. Insurance: The agency at his cost shall arrange, secure and maintain all insurance as may be pertinent to their scope of works and obligatory in terms of law to protect its interest and interest of the UGVCL against all perils. The form and the limit of such insurance in all cases shall be acceptable to the UGVCL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of contract shall be of agency alone. The agency's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the agency shall be in a joint name of the UGVCL and the agency. The agency shall, however, be authorized to deal directly with Insurance Company or companies and shall be responsible in regard to maintain of all insurance covers. Further the insurance should be in a freely convertible currency.

14. Remedy On Agency's Failure To Insurance: If the Agency shall fail to affect and keep in force insurance referred to in clause 12 hereof or any other insurance which he may be required to affect under the terms of contract then the responsibility arising out of not taking insurance will lie with Agency.

15. Maintenance Of Facilities And Personnel:

- a. **FACILITY:** The Agency shall maintain all requisite facilities of its own as required to carry out the work as per the specification.
- b. **Nodal Officer:** To interact between the Supervisory officer and agency, The Chief Engineer or any other personnel from the UGVCL side will act as a Nodal Officer. Similarly, the agency shall communicate the name of the authorized person(s) that would act as a Nodal Officer(s) from its side.
- c. **Supervisory Officers:** The Circle wise monitoring shall be done by circle office nodal officer, Superintending Engineer of concern circle office, UGVCL will be the supervisory officers for monitoring the services provided by the agency, and they shall be authorized to inspect the work carried out by the agency.

16. Contract Agreement: The agency will have to enter an agreement with UGVCL to be known as "Contract Agreement" setting out all terms and conditions including those mentioned in these terms and conditions for the proposed work.

The agreement shall set out specific events of default that will entitle the innocent party to terminate the agreement. The party committing an event of default, which is capable of being remedied, will be given a reasonable opportunity to remedy the default.

The agreement can, however, be otherwise terminated by either party by giving six months notice and on terms to be mutually agreed, which may include payment of suitable compensation for losses, suffered by other party due to such termination. This term shall be included in the contract agreement.

Agency shall indemnify UGVCL against any claims, demands, costs and expenses whatsoever, which may be made against it, because of failure of the Agency or its representatives in the performance of their duties and negligence, any accident or injury to any person.

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

The UGVCL shall have the right in such circumstances to manage the system itself after taking charge of the facilities as above or through any other agency as it may deem fit and no claim of Agency for compensation in this respect shall be entertained.

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

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

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

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

22. LIEN: In case of any lien or claim pertaining to the work and responsibility of the agency for which UGVCL might become liable, it shall have the right to recover such a claim amount from the agency.

23. Force Majeure Conditions: Due consideration will be given for waiver/levy of penalty only for the reasons absolutely beyond suppliers control (e.g. Force Majeure conditions as laid down in the DGS &D, clause reproduced hereunder) for which documentary evidence will have to be provided. The request for extension in delivery giving reasons and supporting documents shall have to be made within one month on completion of the supply only. The request made after one month on completion of the supply shall not be entertained and rejected out rightly without any correspondence. No request for waiver/levy of penalty will be entertained /reviewed during execution of order.

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

Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Agency at a price to be fixed by the Managing Director of the UGVCL, which shall be final, all unused undamaged and acceptable materials brought out components, and stores in course of manufacture in the possession of the Agency at the time of such termination or such portion thereof as the Purchaser may be deem fit excepting such materials, brought out component and stores as the agency may with concurrence of the Purchaser elect to retain”.

24. Agency's default:

- a. If the agency shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the nodal officer/ representative of DISCOM in connection with the works or shall contravene the provisions of the contract, the owner may give notice in writing to the agency make good the failure, neglect or contravention complained of. Should the agency fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such a case the owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the agency may have neglected to do or if the owner shall think fit, it shall be lawful for him without prejudice to any other right he may have under the contract, to take the works wholly or in part out of the agency's hands and re - contract with any other person or persons complete the works or any part thereof and in that event the owner shall have free use of all agency's equipment that may have been at the time on the site in connection with the works without being responsible to the agency over the same, and the owner shall be entitled to retain and apply any balance, which may be necessary, the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the agency, the agency shall pay such excess. Such payment of an excess amount shall be independent of the liquidated damages for delay, which the agency shall have to pay if the completion of works is delayed.
- b. In addition, such action by the owner as aforesaid shall not relieve the agency of his liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the agency to reduce the value of the performance bank

guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract including the guarantee period.

25. 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).

You shall have to submit a C.A Certificate and 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.

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.

If the Supplier/Agency has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration and 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 tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/agency. Further Statutory Variation clause will not be applicable in case of Supplier / Agency has opted for Composition Scheme under GST.

Supplier/Agency should charge GST in Invoice at the rate as agreed to / mentioned in acceptance of tender 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/Agency. However, any refund received by the supplier / agency 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 / agency.

Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Agency within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

26. 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.

27. Mode Of Payment: The invoices shall be prepared in quadruplicate quoting GST Number by the Name of 'Uttar Gujarat Vij Co. Ltd.' duly counter signed by Senior officer concerned (Officer In-Charge for CSS from UGVCL side) and shall be submitted to The C. A.O. for verification and payment. The C.A.O. after receiving the verified bills will arrange the payment within 30 days.

Following documents shall be submitted along with the invoice:

For payment for stage 1 will be done at time of signing of contract agreement and invoice will be submitted by agency to senior officer concerned (Officer In-Charge for CSS from UGVCL side) and shall be submitted to the C. A.O. for verification and payment.

For Payment for stage 2 will be done after commencement of field work in all four circle which certified by Nodal officer of concern circle office then invoice shall be prepared in quadruplicate by the Name of 'Uttar Gujarat Vij Co. Ltd.' duly counter signed by Senior officer concerned (Officer In-Charge for CSS from UGVCL side) and shall be submitted to The C. A.O. for verification and payment.

For payment for stage 3 will be done after successfully completion of survey work as given in AT and submission of draft report to Senior officer concerned (Officer In-Charge for CSS from UGVCL side) and work completion certification contains consumer name, consumer no ,village and category shall be certified by concern circle office ,then invoice shall be prepared in quadruplicate by the Name of 'Uttar Gujarat Vij Co. Ltd.' duly counter signed by Senior officer concerned (Officer In-Charge for CSS from UGVCL side) and shall be submitted to The C. A.O. for verification and payment.

For payment for stage 4 will be done after successfully submission of final report with whole survey forms and final presentation shall be made to UGVCL authorities, then invoice shall be prepared in quadruplicate by the Name of 'Uttar Gujarat Vij Co. Ltd.' duly counter signed by Senior officer concerned (Officer In-Charge for CSS from UGVCL side) and shall be submitted to The C. A.O. for verification and payment.

Full Payment/Half payment will not give to Agency but same will be given as per the stage show below:

Sr.No.	Stage	Percentage of total Amt of Contract
1.	Signing of contract	25%
2.	Commencement of field work in all four circle	25%
3.	Completion of Survey work and submission of draft report	25%
4.	Submission of Final report & presentation to UGVCL authority	25%

28. Terms of payment:

1. The agency shall submit the invoice quoting GST number after completion of each stage mention in clause no:27 within a the next month, to the Chief Engineer operation. The payment will be verified by the In-charge officer /Nodal officer (CSS), UGVCL, Mehsana.
2. Income tax will be deducted from bills at prevailing rates.
3. The agency shall mention, in each bill, the rate and amount of GST and others, if any, charged in the bill.
4. The payment shall be released on or within 30 days from the date of receipt of verified invoices / challan on Account section. The payment shall be made only after a successful Completion of stage of scope certify from the Nodal officer, CSS UGVCL, Mehsana. The original copy of the certificate will have to be submitted along with the invoice for release of payment.
5. If the said reports and services are not provided in time then it shall be construed that the services related to that period was not provided satisfactorily by the vendor and necessary LD / penalties shall be imposed or the balance payment for that period shall not be released.

29. Suspensions of Works: The purchaser shall not be liable to pay the agency any compensation whatsoever arising from suspension or for idle labor.

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

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

- 31. Failure To Execute The Contract:** Agency failing to execute the order placed on them to the satisfaction of the UGVCL under terms and conditions set forth therein, will be liable to make good the loss sustained by the UGVCL, consequent on the placing of fresh orders elsewhere at a higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed. This is without prejudice to the imposition of liquidated damages and forfeiture of the security deposit.
- 32. Non- Assignment:** The Agency shall not assign or transfer the contract or any part thereof to any agency/ personal during the contract period.
- 33. Effecting Recoveries:** Any loss, arising due to non-fulfillment of this contract or any other contract, will be recovered from the Security and Performance Deposit/ Guarantees held and or any other amount due to the supplier from the UGVCL from this Contract as well as from other contracts.
- 34. Acceptance Of Contract:** The agency will be forwarded three sets of work order, two of which will be signed (each page) by him/his authorized representative in token of his accepting the contract and returned to the authority placing the order within 7 days of its issue.
- 35. PENALTY FOR LATE DELIVERY:**
- 35.1 In case of Supply, Penalty shall be @ 0.5% per Week or part thereof plus GST as applicable on delayed portion subject to maximum 10% plus GST as applicable of the Order Value (End Cost with GST and Cess as applicable) for calculating the delayed portion, date of actual receipt of material at store shall be considered.
- 35.2 whereas in case of Civil contracts, 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 contract Value (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 Civil works. For calculating the delay deportation, date of work completion mentioned in work completion certificate shall be considered.
- 35.3 whereas in case of Projects, 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 mentioned 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 (Supply +Erection + Civil).
- 33.4 In order to avoid delay in dispatch of the inspected lot of materials, for which Dispatch Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the materials at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If materials are not received at Stores within 15 days / 21 days, as the case may be, from the date of issue of Dispatch Instructions, special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST as applicable, maximum up to 3% plus GST as applicable of the Dispatch Instructions consignment value.
For COMPANY looking to the nature of products / materials the 15 / 21 days' limit may be suitably modified with concurrence of respective Managing Director.
- 33.5 In case of Foreign OEM / Indian Trader of a Foreign OEM, in order to avoid delay in dispatch of the inspected lot of materials, for which the Dispatch Instructions are already issued, the Supplier shall deliver the materials to respective Shipper at Dispatch Port within 30 days from the date of Dispatch Instructions. If materials are not delivered to the respective Shipper

within 30 days from the date of Dispatch Instruction, the special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST as applicable, maximum up to 3% plus GST as applicable of the consignment value of the lot of respective Dispatches Instruction. For calculation of penalty date of bill of Lading / Airway Bill / Courier Receipt shall be considered as date of delivery.

36. Extension of Time Limit: No any extension of work order will be given for this rates contract.

37. Requisite Man-power:

1. All manpower deployed by Agency should be qualified and trained for the job intended to be performed by them.
2. The training will have to be imparted to manpower in presence of UGVCL representatives
3. The manpower should be well conversant with local language "Gujarati" in addition to working knowledge of English, Hindi, so as to interact with Consumers.
4. The deputed manpower should be extremely polite with consumers and should be able to address any type of consumer grievances related to electricity.
5. The Agency shall deploy sufficient organized men power in consultation with concern SDO/Division/Circle of R&C Office so as to complete survey in stipulated time period.
6. The agency and its designated manpower shall bring their own laptops and data card for carrying out their activities. Duly approved questionnaire forms shall be given to agency by UGVCL during survey work.

38. General Conditions of Contract (GCC)

1. Corrupt Practices

- 1.1 The survey agency, shall observe the highest standards of ethics during the execution of the Project;
- 1.2 UGVCL will reject a Proposal for award if it determines that the agency recommended for award has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices in competing for the Contract;
- 1.3 After the issuance of the LOA if it comes to the knowledge of UGVCL that the Survey Agency has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices at any stage, UGVCL shall forthwith terminate the Contract as per the provisions of Clause related to termination.

2. Consortium (an association, typically of several companies)

- 2.1 Consortium is not allowed to participate in this bidding.

3. Confidential Information

- 3.1 UGVCL and the Survey Agency undertake to each other to keep confidential all proprietary information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the discussions leading to or the entering of the Contract. UGVCL shall have copy right on all data collected and analysis report.
- 3.2 After the entering of the Contract UGVCL and the Survey Agency shall keep confidential and shall not, without the written consent of the other party, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

3.3 UGVCL shall not use such documents, data, and other information received from the Survey Agency for any purposes unrelated to the Contract. Similarly, the Survey Agency shall not use such documents, data, and other information received from UGVCL for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

3.4 This survey project is sole property of UGVCL.

4. Subcontracting

4.1 The sub-contracting is not allowed. The Survey Agency found to sub-contract a part or entire work shall liable for a breach under the Contract.

5. Provisions Relating to Staff

5.1 The Survey Agency shall provide its own staff for providing all the services under the Contract. The Survey Agency shall be responsible for following all laws relating to employment and for depositing all statutory amounts pertaining to its employees under the applicable statutory provisions. The Survey Agency shall submit to UGVCL, a certificate of conformance to all labour related statutory provisions every month.

5.2 The Survey Agency does not have any obligation to accept any employee of UGVCL on deputation for this Project.

5.3 Other than as aforesaid, the Survey Agency may not solicit UGVCL employees to join its services for the term of the Contract. UGVCL may not solicit Survey Agency employees to join its services after the term has ended.

5.4 The Survey Agency shall be responsible for the identification and control of Corrupt Practices by its employees in the delivery of the services.

5.5 If the Survey Agency finds that any of its employees has engaged in Corrupt Practice, Fraudulent Practice, Collusive Practice, or Coercive Practices, such employee shall be forthwith removed from performing any activity relating to the Contract and shall be dealt with under the disciplinary processes of the Survey Agency's service conditions.

5.6 Where such Corrupt Practice by the employee has material financial implications and amounts to criminal conduct, the Survey Agency is free to prosecute such employee for such criminal conduct.

5.7 Each case of corruption dealt with by the Survey Agency shall be informed in writing to UGVCL.

Chief Engineer (OP)
U.G.V.C.L., R & C Office,
Mehsana.

Encl:

1. Schedule – B
2. Annexure – I Agreement.

Copy to :

1. The G.M. (F&A), UGVCL, Corporate Office – Mehshana.
2. The A.C.E. (Tech)/ S.E. (Tech), UGVCL, Corporate Office – Mehshana.
3. The C.O.A., UGVCL, Corporate Office – Mehshana.
4. S.E. Circle Office– Mehshana / Sabarmati/ Himatnagar / Palanpur.

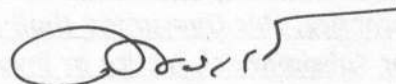
Article I. Schedule-B

No : UGVCL/Tech/Tender-CSS/

Dt :

Sub: Appointment of Consumer satisfaction survey work Agency for UGVCL, Mehsana

Price schedule				
Sr.No.	Description	Quantity	Unit Cost per consumer without tax	Total cost of Consumer satisfaction survey work in Rs./-without Tax
1	2	3	4	5
1	Consumer satisfaction survey work in Jurisdictions of UGVCL	10000 Nos.	170	1700000
2	Applicable GST i.e. 18 %			306000
Total Cost – Rs. Twenty lacs Six thousand only				2006000



Chief Engineer (OP)
U.G.V.C.L., R & C Office,
Mehsana.

Article II. Annexure I: Security bank Guarantee Format

FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (PG) for Contract period

as per Commercial Terms and Conditions of Tender]

We, Bank of _____ 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 up to and not exceeding Rs. _____ (in words) Rupees _____ to the said COMPANY Ltd. 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 _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Agencies / 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 Guarantee). Unless demands or claims under this Bank Guarantee are made to us in writing on or before _____ (Date of validity of the Guarantee), all rights of Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

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

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

NAME OF DESIGNATED BANKS:

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

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

Article III. Annexure-III : Draft Agreement

AGREEMENT

(On non-judicial stamp paper of Govt. of Gujarat having stamp duty as applicable)

This indenture made at _____ on _____ this _____ day of the Month of _____ of the year _____ between the Managing Director, UGVCL, Mehsana (hereinafter referred to as the Owner) which expression, unless the context does not permit includes successors and assigns) of the one part and.

(1) To be used in case of Limited Companies

Messers _____ a private/ Public Limited Company incorporated _____ under the _____ companies act and having its Registered office at _____ (hereinafter referred to as Agency which expression, unless the context does not permit includes their successors and permitted assigns).

(2) To be used in case of Partnership concerns

Messers _____ a Partnership Firm consisting of the following

Partners namely:

- | (Name) | (Age) | (Residence) | (Occupation) |
|--------|-------|-------------|--------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |

(Hereinafter referred to as Agency which expression, unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assigns) of the second part, witness the as follows:-

(1) The agency, does by these presents agree to supply and execute/complete the erection work of _____ (Name of work) to the Owner and the Owner does agree to purchase and execute/complete the erection work from the Agency, the material/equipment and erection work as specified in the work order No. _____ dated _____ and amendment letter No. _____ dated _____ appended and on the terms and conditions constrained in the said order and amendment letter. The General terms and conditions of the contract appended hereto are considered a part of this agreement.

UGVCL
Uttar Gujarat Viji Company Ltd.

CIN - U40102GJ2003SGC042906

(2) The Agency has deposited Rs. _____ (In words
Rs. _____)

*(a) In cash, or

*(b) By furnishing a Demand Draft No. _____ dated _____ drawn in favor of _____ or

*(c) By furnishing a Bank Guarantee amounting to _____ towards security and performance obligation of the contract agreement by the Agency.

(* delete, which is not applicable)

(3) The agency is also bound to fulfill all the conditions mentioned in the above work order.

(4) The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order.

(5) In case of dispute as to whether any materials supplied are or are not in accordance with specifications set forth in the schedule, the decision of the Chief Engineer (OandM), UGVCL Mehsana shall be final and binding on both the parties.

(6) The delivery shall be effected and completed as per clause No. _____ of the work order from the date of this Work Order and amendment letter No. _____ dt. _____. The first installment of supplies will begin as per clause No. _____ of the work order and amendment letter No. _____ dt. _____ to the work order.

(7) Payment of the work executed under this agreement shall as under:

As per clause No. _____ of the Work Order and amendment letter, No. _____ dt. _____ to the work order.

(8) If the Agency fails wholly or in part to fulfill this agreement, the Owner shall be entitled at his discretion to retain the whole or any part of the deposit made by the Agency under clause (2) and if the loss suffered by the Owner exceeds the amount of said deposits, he will be entitled to recover the said loss from the Agency.

(9) If any sum remains due or becomes recoverable from the Agency on account of the non-fulfillment of this agreement or on account of any other reason, the Agency shall pay the same immediately on demand, the Owner shall be entitled to recover the same from the Agency as arrears of Land Revenue.

(10) In witness of the due to execution of this agreement the parties have hereunder set their hands the day and the year first above written.

Signed and delivered by

In case of Limited/Partnership Shri _____ (1) Signature

Companies and Firms Designation (2) Signature

For and on behalf of _____ (1) Signature

In presence of witnesses (2) Signature

Signed and delivered by
In case of individuals Shri _____ (1) Signature

Signed and delivered by
In case of Individuals Shri _____ (1) Signature

In the presence of witness:

(1) Shri _____ Designation _____ (1) Signature

(2) Shri _____ Designation _____ (2) Signature

Signed and delivered by the _____ UGVCL
by order and on behalf of the Managing Director, Mehsana Vidyut Vitran Nigam Ltd., Mehsana.

(Seal to be affixed)



Hemchandracharya North Gujarat University

PATAN - 384 265 (N.G.)

Accredited by NAAC with "A" Grade (CGPA 3.02)

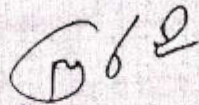
Certificate

Consultancy Project on "Conducting Consumer Satisfaction and analyzing Consumer Satisfaction of UGVCL Consumers" No. UGVCL/R&C/tech/CSS/PO/1388 is under progression so audit statement and certified copies by CA will be available after completion of the projects.

Date : 09/01/2023

Place : Patan




Vc. Registrar
Hemchandracharya
North Gujarat University, Patan