



## PASCHIM GUJARAT VIJ COMPANY LIMITED

REGD. & CORPORATE OFFICE:- "PASCHIM GUJARAT VIJ SEVA SADAN"

OFF NANA MAVA MAIN ROAD, LAXMINAGAR, RAJKOT-360004

CIN U40102GJ2003SGC042908

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### COMMERCIAL TERMS AND CONDITIONS

1	<p>The tenderers should thoroughly read all the tender documents including this commercial terms and conditions before submitting their tender.</p> <p>Bidders should upload scan copy of all the required documents as per TENDER NOTICE including SCHEDULE-"A", Commercial Terms &amp; conditions and Technical Specifications etc. This is mandatory. It shall be sole responsibility of the bidder that the uploaded scanned documents (PDF Files only) remain legible and should not be password protected.</p>
2	<p><b>VENDOR REGISTRATION:-</b></p> <p><b>2.1 REGISTRATION:</b></p> <p>All new Suppliers shall get themselves registered by paying non-refundable Registration Fees plus GST as applicable, as detailed below, to the concerned subsidiary Company with Vendor Registration Application Form and all relevant documents. The Vendor Registration for non-Engineering items like stationery, uniforms etc., as per Annexure - I is not required. While for other items, Vendor Registration is compulsory for the Bidders to participate in the Tender.</p> <p>(1) For factory within the Gujarat State. Rs. 15,000/- for Micro and Small Industries. Rs. 25,000/- for all other category of Industries.</p> <p>(2) For factory within the Country but out of Gujarat State. Rs. 50,000/- for Micro and Small Industries. Rs. 75,000/- for all other category of Industries.</p> <p>(3) Out of Country: \$ 5,000 USD. To be remitted by the prospective Vendor through SWIFT (Purchaser to give Bank Account details)</p> <p>(4) For Re-Registration of already registered Vendor, the Vendor has to pay 50% of the Vendor Registration fees towards registration charges, provided the Vendor has successfully executed Purchase order in GUVNL or its any subsidiary Companies within two years before the date of expiry of existing Vendor registration, as otherwise, it will be as per regular Registration charges.</p> <p>(5) In case of multiple manufacturing locations of Vendor, fees shall be paid for each location.</p> <p>(6) Vendor Registration shall be issued on manufacturing unit-wise of the firm.</p> <p>(7) The Registration Charge shall be reviewed every three years.</p> <p>(8) Registration Charge shall be non-refundable even if registration is denied.</p> <p>(9) Payment of registration fees does not guarantee the registration as approved vendor.</p> <p>(10) Period: The registration is valid for five years from the date of Vendor Registration. The subsidiary Companies of GUVNL shall inspect the factories every two years, if required.</p> <p>(11) GST shall be charged extra as applicable from time to time for Clause No. 2.1.(1) to 2.1.(4).</p>

Signature of Tenderer:

Date:

Place:

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**2.2 Existing Registered Vendor: -**

- (1) The registration of existing Vendors of GUVNL & its subsidiary Companies would continue for the period prescribed in the Vendor Registration Order. Upon expiry of the validity period, the Firm shall re-register themselves by following the prescribed procedure, as stipulated herein below. Existing Vendor should apply for re-registration at least two months before the date of expiry of their existing registration. If, firm has not applied for re-registration before two months from the date of expiry of their existing registration but applied prior to the date of publication of Tender in the Newspaper, in such case the Company reserves the right to consider or not to consider their bid at its sole discretion.
- (2) However, the Price Bid of such Vendor will be opened provided the firm is Registered Vendor on the date of opening of Price Bid.
- (3) In case, the registered vendor desires to add new item/(s) of lower capacity of relevant Indian Standard in their existing vendor registration certificate of higher capacity, the vendor has to pay Rs. 5000/- as registration charges plus GST as applicable and submit application along with following documents.
- (4) The applicability of vendor registration period shall be as per existing vendor registration for all items. Company may waive the inspection of factory premises, if deem fit.
- (5) Type test report for each rating/size of item/(s) to be registered not older than 7 years.
- (6) ISI/ BIS/ International Licenses, if applicable.
- (7) In case, the registered vendor desires to add new item/(s) of higher capacity of relevant Indian Standard in their existing vendor registration certificate of lower capacity, the vendor has to pay 50% of the Vendor Registration fees plus GST as applicable towards registration charges and submit application along with following documents.
- (8) The vendor registration period shall be as per existing vendor registration for all items. The inspection of factory premises shall be carried out as per procedures of new application.
  - i. Type test report for each rating/size of item/(s) to be registered not older than 7 years.
  - ii. ISI/ BIS/ International Licenses, if applicable.
  - iii. List of Plant & Machineries.
  - iv. List of testing equipment.

**2.3 Guidelines for Vendor Registration / Re-registration:-**

- 2.3.1** The Vendor Registration / Re-Registration Application Form duly filled in with requisite Registration Fees plus GST as applicable and relevant documents such as all type Test Reports from the factory location sought for, as per relevant IS / IEC Specifications conducted at NABL accredited Laboratory or Govt. approved lab not older than Seven Years and other documents as per Annexure - II shall be submitted to the concerned Company. Incomplete application along with all documents shall be returned within 07 calendar days on receipt of the application with reasons for such rejection highlighting the list of incomplete documents / information. Thereafter, if firm does not re-submit his application along with complete required documents within seven calendar days from the date of receipt of rejection, then the application submitted earlier for Registration will be treated as rejected and disposed of.

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	<p>2.3.2 If deficiencies are found on factory inspection, the application shall be returned with highlighting such deficiencies immediately within Seven days. Thereafter, if Firm does not re-submit their application indicating rectification of deficiencies with supporting documents within Thirty days, then application of such Firm will be treated as rejected and disposed of. Actual expense for second inspection will be borne by the Firm.</p> <p>2.3.3 The prospective Vendor may then submit a fresh application along with fresh Registration Fees after rectifying / complying with all the deficiencies. Such application shall be treated as fresh application for all purposes.</p> <p>2.3.4 The entire Vendor Registration process shall be completed within 45 calendar days of receipt of the application for domestic firms in all respects, while in case of foreign firm; it should be completed within 90 calendar Days.</p> <p>2.3.5 In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay requisite regular Registration fees plus applicable GST and factory Inspection shall be carried out as per norms. After shifting of factory, Supplier status as it is i.e. New-1/ New-2/ Regular as the case <i>maybe</i>, can be considered subject to conditions that (i) Name of Company shall be in its original name, (ii) Firm has completely close down old work&amp; shifted to New place, (iii) All Machinery &amp; Testing facility available at old works should be at least available at New Place,(iv) Firm has to submit all required Type tests from new (shifted) works for all items mentioned In, <i>existing</i> Vendor Registration Certificate, if validity of existing old type test reports is completed (v) There should not be any pending supply from existing works in any of GUVNL and Its Subsidiary, Companies, and (vi) Respective subsidiary has to cancel, the registration given at existing place before issue of new registration at new place. The Vendor Registration period shall be as per existing Vendor Registration for all items. No shifting shall be allowed during execution of order.</p> <p>2.3.6 In case of change in the name or ownership or control of the Firm of the Registered Vendor, having valid vendor registration, such Firm shall inform in writing along with supporting documents with payment of Rs.5000/- plus applicable GST as fees, within 90 days of such change. The Firm shall have to confirm that there is neither change in the infrastructure facilities nor in the products / items and that, change is only in the name / ownership / control of the Firm. In such a case, the Firm shall have to submit application and relevant documents towards the proof that such change is lawful / legitimate along with the documents as per Annexure III, to the Company, who had granted Vendor Registration for registering change of name / ownership / control of the existing registered vendor. If, firm fails to inform such changes to respective Company within 90 days, in such case, the firm will not be considered as registered vendor. In case of Amalgamation of companies, order from the Court is to be followed. While, in case of Merger &amp; Acquisition, legal procedures to be followed as per Company's Act.</p> <p>2.3.7 In case of Vendor Registration for Regular items, the new Vendor, who has submitted their application for Vendor Registration with all required fees and all the requisite documents prior to the date of publication of Tender in the Newspaper shall be allowed to participate in the Tender, subject to the condition that they should submit Vendor Registration Certificate before opening of Price Bid.</p>
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In case of Vendor Registration for new products, which are to be procured first time, the new Vendor who has submitted their application for Vendor Registration with all required fees and all the requisite documents within 21 Calendar days from the date of publication of Tender in the Newspaper shall be allowed to participate in the Tender, subject to the condition that they should submit Vendor Registration Certificate before opening of Price Bid. However, to encourage new vendors for new products, wide publicity through newspapers / web-site, indicating details of items to be procured should be given at least 45 days prior to invitation of tender to enable the New Vendors to register them as vendor.

If, Company invites short notice tender for urgent requirement of the material, above time limit for applying for vendor registration may suitably be modified by respective Company.

If the firm fails to submit the Vendor Registration Certificate before opening of Price Bid, their Technical Bid shall be rejected and Price Bid shall not be opened. However, the process of tender shall not be delayed by the Company merely because of vendor application of a bidder is in process. The participating bidder must enclose copy of Receipt of the Fees paid towards Vendor Registration along with the Tender Fees / EMD payment receipt.

There shall be no relaxation in above as companies also require reasonable time to evaluate the vendors credential & complete the process of registration.

2.3.8 At the time of re-registration, the Vendor's works / factory shall be re-inspected departmentally, incase factory situated within the Country, while for other factory it shall be either departmentally or through third party inspection, if deem fit.

2.3.9 In order to streamline Vendor Registration process and to avoid overburdening on any particular company with Vendor Registration work, all new Vendor Registrations and re-registrations of existing Vendors on completion of 5 years in respect of Vendors, whose factories are in Gujarat shall be done by the concerned company within whose licensee areas such factories are located for the items used by Companies.

2.3.10 In case of the Vendors whose factories are located in Torrent Power Ltd license area of Ahmedabad - Gandhinagar, it will be the responsibility of UGVCL and those in Surat, it will be the responsibility of DGVCL.

2.3.11 In case of the factories located outside Gujarat, the responsibility for Registration and re-registration of Vendors shall be as under (As per attached Map):

2.3.11.1 Northern Region ----- UGVCL,

2.3.11.2 Western Region ----- PGVCL,

2.3.11.3 Southern Region ----- DGVCL,

2.3.11.4 Eastern and North-Eastern Region ---- MGVL.

2.3.11.5

2.3.12 For overseas Vendors having their works / factories located outside India, responsibility shall be taken by the concerned company to whom Application for Vendor Registration is made by the prospective Vendor to undertake the required procedure.

2.3.13 For the items specifically used by GETCO and GSECL, all new Vendor registrations and re-registrations of existing Vendors on completion of 5 years shall be processed by respective Company.

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	<p>2.3.14 The new Vendor for the items, commonly used by COMPANYS and by GETCO / GSECL the application will be entertained by either GETCO or GSECL or by the DISCOM as per above jurisdiction criteria.</p> <p>2.3.15 The Re-registration of existing Vendors on completion of 5 years shall be done by GETCO or GSECL in respect of their registered Vendors, whereas in respect of the Vendors registered by any DISCOM, the Re-registration will be done by companies as per above jurisdiction criteria stated as above.</p> <p>2.3.16 For the material specifically used in GETCO, GSECL and not utilized by DISCOM, the Vendor Registration of those items shall not be made by DISCOM and vice-versa.</p> <p>2.3.17 No Tender document is to be entertained for the firm / from any Company, who is not registered as Supplier / Vendor with GUVNL or any of its subsidiary Companies for tender item. However, the Tender submitted by a firm may be considered for evaluation, if it fulfills the requirement as per clause No. 2.3.6.</p> <p>2.3.18 The Factory Inspection is mandatory in respect of new Vendors. No inspection waiver will be considered. If required, factory inspection of existing Vendors may be conducted every two years departmentally incase factory situated within the Country, while for other factory it shall be either departmentally or through third party.</p> <p>2.3.19 The subsidiary Companies of GUVNL have to inspect factory of applicant within 30 calendar days from the date of application in case of First Registration within which inspection has to be carried out departmentally for works in India (Note: Inspection will be arranged only if the documents are otherwise found complete in all respect).</p> <p>2.3.20 During factory inspection, it is mandatory to have Photography with Date, of the applicant Company's premises, infrastructure facilities for testing equipment and machineries. The Vendors will have to submit their consent for Photography.</p> <p>2.3.21 The new Vendor Registration shall be given to the item/(s) to be mentioned clearly, for which the vendor has submitted type test report along with application. The Vendor Registration shall be given in the name of item only. The relevant IS of the material shall be mentioned in the bracket for that item.</p> <p>2.3.22 Mere Vendor registration shall not itself vest any right on a firm to receive orders from GUVNL's any subsidiary company or to claim any damages or compensation for non-placement of the order against any tender.</p> <p>2.3.23 Company reserves its right to change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.</p> <p>2.3.24 Only the courts at Head quarter of the Company (Gujarat State) shall have exclusive jurisdiction to adjudicate all disputes relating to or arising out of the vendor registration or placement of the order etc.</p> <p>2.3.25 Government or Government Controlled Organization/ Undertaking or State Public Sector Undertaking/ Enterprise or Central Public Sector Undertaking/ Enterprise is exempted from payment of Vendor Registration Fees. They have to simply mention their intention for vendor registration on their letter-head along with list of machineries and list of testing equipments available at respective works. This application may be done at the time of bidding itself. Based on the same, respective company will issue vendor registration certificate. The company may inspect factory premises, if required. However, company shall issue vendor registration within 15 days from date of application.</p>
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2.4	<p><b>Applicability of Vendor Registration / Stop Deal / Banned for business dealing / blacklisting:-</b></p> <p>2.4.1 The Firm registered as Vendor in GUVNL or in any subsidiary Company of the GUVNL shall be considered as a Vendor for all Companies.</p> <p>2.4.2 The firm, stop deal and/ or banned for business dealing and/ or blacklist by GUVNL or any subsidiary Companies of GUVNL shall be considered as a stop deal and/ or banned for business dealing and/ or blacklisting for all Companies.</p> <p>2.4.3 Effect of putting a firm for Stop dealing/ Banned for business dealing/ blacklisting.</p> <p>A. The proprietor / all the partners / directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist.</p> <p>B. Once the name of the firm and/ or proprietor/ partner/ director of the firm appears in the list of Stop dealing / Banned for business dealing / blacklist in any Company of GUVNL and its Subsidiary Companies,</p> <p style="margin-left: 20px;">(i) No enquiry shall be issued to a firm.</p> <p style="margin-left: 20px;">(ii) No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.</p> <p>C. Action to be taken, when a Firm and/or proprietor/ partner/ director of the firm is put on Stop dealing/ Banned for business dealing/ blacklisting by GUVNL or any of its subsidiary Companies, during tender process: -</p> <p style="margin-left: 20px;">(i) Before opening Technical bids, the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Preliminary / Technical Bid.</p> <p style="margin-left: 20px;">(ii) After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Technical Bid.</p> <p style="margin-left: 20px;">(iii) After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.</p> <p style="margin-left: 20px;">(iv) The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.</p> <p>D. If a Firm is put on Stop dealing / Banned for business dealing/ blacklisting in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.</p> <p>E. The amount of EMD/ SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.</p> <p>F. The Stop dealing/ Banned for business dealing/ blacklist shall be Firm- specific and when a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the manufacturing works of the Firm shall be on Stop dealing/ Banned for business dealing/ blacklist for GUVNL and its Subsidiary Companies &amp; for all Services of the Firm.</p>					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="height: 40px; vertical-align: bottom; padding: 5px;">Signature of Tenderer:</td> <td rowspan="2" style="width: 30%; vertical-align: middle; text-align: center; padding: 5px;">Company's Round Seal:</td> </tr> <tr> <td style="width: 25%; height: 30px; vertical-align: bottom; padding: 5px;">Date:</td> <td style="width: 25%; height: 30px; vertical-align: bottom; padding: 5px;">Place:</td> </tr> </table>		Signature of Tenderer:		Company's Round Seal:	Date:	Place:
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	<p>G. If the Firm placed on Stop Dealing/ Banned for business dealing/ blacklist is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing/ blacklist.</p> <p>H. The Board of Directors of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service / Supply from any supplier for that Company only.</p> <p>2.4.4 Every bidder should, at the time of submission of bid, give a declaration that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies.</p> <p>2.4.5 Every Supplier / Vendor shall inform their GSTIN No. at the time of payment of applicable fees.</p>
3	<p><b>NEW-1/NEW-2/REGULAR SUPPLIER:</b> Category of firm i.e. New-1, New-2 and Regular supplier shall be decided on manufacturing unit-wise order executed.</p> <p><b>3:New Supplier:-</b></p> <p><b>3.1: New-1 Supplier:-</b></p> <p>3.1.1 The bidder, which has not supplied tendered equipment / material for same or higher rating of relevant Indian Standard to GUVNL or any of its Subsidiary Company in the regular tender, as on the date of publication of Tender in the Newspaper, shall be considered as a New-1 Supplier. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company.</p> <p>3.1.2 The Bidder who has supplied equipment / material to GUVNL or any of its subsidiary Company, but performance of supplied equipment / materials is not satisfactory in any case, is also to be considered as New-1 Supplier. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company.</p> <p>3.1.3 The bidder, who was placed under stop deal/ banned for business dealing/ blacklist by GUVNL or any of its Subsidiary Companies and after expiry of their stop dealing/ banned for business dealing/ blacklisting period, the bidder shall be considered as New -1 Supplier for evaluation. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company.</p> <p><b>3.2 New-2 Supplier :</b></p> <p>3.2.1 The New-1 Supplier is considered to be as a New-2 Supplier, provided the bidder has successfully executed their first order for tendered equipment / material for same or higher rating of relevant Indian Standard to GUVNL or any of its subsidiary Company in the regular tender, and performance of the supplied equipment / materials is found satisfactory as on the date of publication of Tender in the Newspaper. Such bidder should have already got itself registered as a Vendor for tendered item with GUVNL or any of its Subsidiary Company.</p> <p><b>3.3 Regular Supplier :</b></p> <p>3.3.1 The existing regular Suppliers for tendered equipment/ material for same or higher rating of relevant Indian Standard in GUVNL and its subsidiary Companies shall be considered as Regular Suppliers. Such Supplier should have already got itself registered as a Vendor for tender item with GUVNL or any of its subsidiary Company.</p>

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	<p>3.3.2 The New-2 supplier is considered to be as a Regular Supplier, provided the performance of the supplied equipment/ materials as a New-2 Supplier for tendered equipment/ material for same or higher rating of relevant Indian Standard to GUVNL or any of its Subsidiary Company in the regular tender is found satisfactory at least for Twelve months from the date of first consignment supplied as per the terms of A/T (Order / Contract), as on the date of publication of Tender in the Newspaper. Such bidder should have already got itself registered as a Vendor for tender item with GUVNL or any of its subsidiary Company.</p> <p>3.3.3 The Performance Certificate shall be obtained from other Companies of GUVNL in the prescribed Performa as per Annexure-VI, so as to maintain uniformity amongst all the Companies and all the Bidders.</p> <p>3.3.4 <u>The performance certificate shall consists of :</u></p> <p>3.3.4.1 The material supplied shall be of similar or higher rating of relevant Indian Standard for the tendered item used by GUVNL &amp; its subsidiary Companies.</p> <p>3.3.4.2 The Performance Certificate shall be with reference to performance of the equipment / materials as well as timely execution of the Contract and after sales services. A draft Performance Certificate to be issued by the subsidiary Companies is attached as Annexure-VI. The order placing company will issue performance certificate on demand from other subsidiary company, as and when required.</p> <p>3.3.4.3 The Certificate towards satisfactory supply performance against A/Ts executed satisfactorily for supply of the material to GUVNL &amp; its Subsidiary Companies shall be issued by an Officer not below the rank of the Chief Engineer / Additional Chief Engineer (Head of the Purchase Department) from the Purchase Department of the concerned Company.</p>
4	<p><b>TENDER SPECIFICATIONS:-</b></p> <p>All technical specification should be ISS/ISI/BIS. Specification framed out by PGVCL shall be separately brought out in the tender documents. No deviation in specification shall be allowed and PGVCL decision shall be final.</p> <p><u>PGVCL also desires that all the suppliers should possess high quality ISO 9001 / ISO 9002 certificate within 2 years from 1/1/2001 and other things being equal, suppliers who possess ISO 9001 /ISO 9002 certificate will be given preference in quantity distribution after 1/1/2003. The technical scrutiny committee of PGVCL shall evaluate the techno-commercial view of the tender. PGVCL reserves the right to open or not to open the price bid of the bidders on the basis of their past performance of their supplied materials.</u></p> <p>Tender should be in two bids.</p> <p>a) Techno - Commercial Bid and                      b) Price Bid.</p> <p>Incomplete bids and amendments and additions to bids after opening of the bids will be ignored out rightly.</p> <p>The price bid of those who are techno-commercially qualified shall be opened. After technical bid is opened, for modification, if any, all shall be given equal chance.</p>

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5	<p><b>PRICE EVALUATION:</b> Tender shall be called for in two bids: (i) Techno-commercial Bid and (ii) Price Bid.</p> <p>5.1.1 The price Bid of Techno-commercially qualified Bidders will be opened. 5.1.2 For modification or relaxation in Techno-commercial Conditions after Technical Bid is opened, all Bidders shall be given equal opportunity.</p> <p><b>PRICE EVALUATION:</b> 5.2.3 No price preference shall be given on any account. All Tenders shall be evaluated on firm Price End Cost with GST and Cess as applicable basis unless otherwise mentioned in the Tender documents. 5.2.4 If the Tender is invited with Total Owning Cost (TOC) Clause, the evaluation shall be done accordingly. For the same, the Bidders have to give the detailed breakup of the End Cost. 5.2.5 Negotiation and Price matching: - (i) If the Company feels that there is lack of serious competition, or any other valid reasons, the Company may negotiate with the L-1 New and lowest Regular Categories. (ii) If more than one firm is to be considered for placement of order, then New (iii) Supplier has to match price with L-1 Supplier and Regular Supplier has to match with L-1 Regular Supplier, as the case may be, who is technically acceptable. (iv) The firm, who has submitted their consent for price matching with Regular/ New L-1 bidder, as the case may be, for allotted quantity shall only be considered for placement of order. The consent for price matching with reduction in quantity shall not be considered for placement of order. (v) If an order is under execution by a Firm placed by the Company and in the meanwhile Tender is invited for the same item by same Company or by other Company on behalf of them, and the rates received/ negotiated in this subsequent Tender from same Firm are lower than the rates at which the current order is placed, then the lower rates shall apply for the balance quantity of the order under execution, subject to the condition that the technical specifications remain unchanged and the delivery schedule of the order is already completed.</p>
6	<p>6.1 Quantity Distribution:- 6.1.1 Reservation for Gujarat based Parties:- 6.1.1.1 Not less than 50% of the quantity to be purchased may be given to parties, who propose to supply such material from their manufacturing Units in Gujarat, subject to the condition that such Gujarat based parties shall match L-1 price End Cost including GST and Cess as applicable, (if they themselves are not L-1). If they are L-1, even 100% quantity may be given at the option of the concerned Company and subject to their Financial and Technical capability to supply the material as per the required Delivery Schedule. 6.1.1.2 The benefit of Gujarat based reservation is applicable where the quoted Unit End Cost with GST and Cess as applicable of Gujarat based bidder is not higher than 15% of the quoted Unit End Cost with GST and Cess as applicable of L-1 New / Regular bidder, as the case may be. If difference is higher than 15%, then reservation benefit of Gujarat based parties may not be applied.</p>

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6.1.2	The quantity distribution to new parties:-
6.1.2.1	<u>For Critical items:</u>
6.1.2.1.1	The quantity distribution to each New-1 Supplier will be restricted up to 10% of the quantity requirement of the particular item provided that the price quoted by the New-1 Supplier is lower than that quoted by the lowest Regular Supplier.
6.1.2.1.2	The quantity distribution to each New-2 supplier will be limited to 25% of the quantity requirement of particular item, provided that the price quoted by the New-2 Supplier is lower than that quoted by the Regular L-1 Supplier.
6.1.2.1.3	The total Quantity to be allotted to New Suppliers (New-1 & 2) should be limited up to 50% (giving more weightage to New-2) of the quantity requirement of particular item and distributed amongst New Suppliers considering above Clauses, subject to price matching with L-1 bidder and the price of all new Suppliers should be lower than that of lowest Regular Supplier and balance quantity to Regular Suppliers.
6.1.2.1.4	The New Supplier is to be asked to match the L-1 price of the New Supplier only and the Regular Supplier has to match the L-1 price of the Regular Supplier.
6.1.2.1.5	In case of Cables, Conductor and Conveyor Belts, New Supplier shall be allotted up to 10% (New-1) / 25% (New-2) of Tender Quantity or Minimum Drum Length, whichever is higher.
6.1.2.2	<u>For Non-Critical items:-</u>
6.1.2.2.1	The quantity distribution to each New-1 Supplier will be restricted up to 30% of the quantity requirement of the particular item provided that the price quoted by the New-1 Supplier is lower than that quoted by the lowest Regular Supplier.
6.1.2.2.2	The quantity distribution to each New-2 Supplier will be limited to 40% of the quantity requirement of particular item, provided that the price quoted by the New-2 Supplier is lower than that quoted by the lowest Regular Supplier.
6.1.2.2.3	The New Supplier is to be asked to match the L-1 price of the New Supplier only and the Regular Supplier has to match the L-1 price of the Regular Supplier.
6.1.3	In case, if there is no Regular Supplier or if the rate quoted by Regular Suppliers is very high or the quantities quoted / accepted by Regular Suppliers is lower than requirement, the above conditions may be suitably relaxed by the concerned Competent Authority for acceptance of Tender as per DOP / Purchase Committee / Board. However, reasons for granting such relaxation shall be appropriately recorded.
6.1.4	In normal case, quantity allotted to successful bidders shall be restricted up to their offered quantity. However, if quantity accepted by successful bidders is less than the requirement of the Company, in such case, more quantity than what they offered, may be allotted to L-1, L-2 and so on, if bidder consented.
6.1.5	Company would not place order on more than 50% of the total parties who are bidding for the order. L-1 regular party however will get heavy weightage in order placement. However, In case, the quantities offered/ accepted by 50% of total successful parties do not fulfill the requirement of the Company, then the Company may relax the above criteria at their discretion.

Signature of Tenderer:		Company's Round Seal:
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	<p><b>6.1.6 Quantity distribution to Gujarat based Micro, Cottage and Small Scale Industries.</b> The company may consider for quantity allocation to Micro, Cottage and Small Scale Industrial Units of Gujarat state, if they are manufacturing item under tender and take participate in tender directly i.e. without inter mediators as under.</p> <p><b>6.1.6.1</b> Micro, Cottage and Small Scale Industrial units of Gujarat State have quoted up to 10% higher rate against quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State.</p> <p><b>6.1.6.2</b> Out of Micro, Cottage and Small Scale Industrial units of Gujarat State, if any unit having either (1) Women Proprietor or (2) All partners are Women, in case of Partnership firm or (3) All Share Holders are Women, in case of Company, has quoted up to 11% higher rate against rate quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State.</p> <p><b>6.1.6.3</b> Quality based price preference: If for item under tender is not mandatory to provide ISI/BIS/Agmark in any law, in such cases Micro, Cottage and Small Scale Industrial units of Gujarat State have quoted up to 5% higher rate against quoted by Medium and Heavy Industrial units of Gujarat State and Micro, Cottage, Small, Medium and Heavy Industrial units of other State, for their material having ISI/ BIS/ Agmark, shall get the benefits of price preference. If, it is mandatory to provide ISI/BIS/Agmark on material under any law, price preference is not allowed.</p> <p><b>6.1.6.4</b> But in no case total 15% more than rate quoted shall be considered.</p> <p><u>Clarification:</u> It is to clarify that price preference does not mean to pay extra amount to bidder. Price preference is only for consideration for placement of order, if they are matching price with L-1. Further, it is to clarify that for price preference, rate should be considered Firm Price End Cost with GST and Cess as applicable. While in case of tender is invited with Total Owning Cost (ToC), rate should be considered ToC basis.</p>
7	<p><b>TENDER FEE:</b> <b>All the Bidders will be required to pay Tender Fees (Non-refundable) plus applicable GST as mentioned in the Tender document either in cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by RTGS/NEFT/online, otherwise offer will be ignored out rightly. The details of Unique Transaction Reference (UTR) number shall have to be uploaded in preliminary stage.</b></p> <p>The Tender Fees is Non-refundable under normal circumstances. However, if purchaser company decides to scrap/ cancel the tender, by one or another reason, in which bidders are not responsible for cancellation/ scrap of tender, in such case tender fee without GST amount may be refunded to bidder(s), at sole discretion of the purchaser company.</p> <p>Alternatively, the bidder can pay the tender fee plus GST as applicable in Cash at Cash Counter, PGVCL, Corporate Office, Rajkot (up to 10,000/- only) during working day between 10:30 A.M. to 04:00 P.M. and on working Saturday between. 10:30</p>

Signature of Tenderer:		Company's Round Seal:
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	<p>A.M.to 04:00 P.M. before the due date and time for submission of tender, and enclose the self-certified photocopy of Money receipt in “EMD Cover Documents”, (Please note “EMD Cover Documents” to be submitted in physical form as per clause no.: 8 hereunder). The “EMD Cover Documents” should be sent by R.P.A.D. OR SPEEDPOST of P&amp;T department of Government of India only addressed to “THE CHIEF ENGINEER (MATERIAL), PASHCHIM GUJARAT VIJ COMPANY LTD., LAXMI NAGAR, NANA MAVA MAIN ROAD, RAJKOT-360 004.”</p> <p>Courier service and hand delivery of “EMD cover documents” are not allowed. Short offers received will not be accepted and the offers will be rejected out rightly. Company will not be responsible for the transit loss or misplacement of the EMD Cover Documents. Please note, that “EMD Cover Documents” (in Physical form) received after the due date and time will not be accepted and the offer will be ignored out rightly. NO LATE TENDER / DELYAED TENDER SHALL BE CONSIDERED. Tender fee Demand Draft/Money receipt (self-certified) must be kept in the cover of EMD; otherwise supplier’s offer is liable to be rejected and online technical bid will not be opened.</p> <p>Every bidder shall inform their GSTIN No. at the time of payment of applicable fees.</p>
8	<p><b>IMPORTANT:-</b></p> <p>All required documents (i.e. DD/Banker’s Cheque/Pay Order/Bank Guarantee) related to Tender Fee and EMD amount will have to be submitted in sealed cover on OR before due date and time only <u>by Registered Post A.D. or Speed Post</u> addressed to The Chief Engineer (Material), PASCHIM GUJARAT VIJ COMPANY LTD., Regd. &amp; Corporate Office, Nana Mava Main Road, Laxminagar, Rajkot and <b>ensure that Tender number must be mentioned on the sealed cover</b>, otherwise the offer will not be considered (at the discretion of PGVCL) and no any further communication in the matter will be entertained.</p> <p>However, no physical documents required if payment of Tender Fee &amp; EMD made through cash payment, RTGS &amp; NEFT.</p> <p>NO LATE TENDER / DELAYED TENDER SHALL BE CONSIDERED.</p>
9	<p><b>PRICES:</b></p> <p>Prices quoted should be FIRM and on F.O.R. Destination basis (i.e. any of the stores of Company in Gujarat). However, the bidder should indicate in the Schedule- “B” (i.e. Price Bid), the break-up of Total Unit F.O.R. Destination Price and Total Unit End Cost with GST and Cess as applicable stating the Unit Ex-works price, freight, packing &amp; forwarding charges, Insurance Charges, GST and Cess as applicable separately in price bid, which is a must.</p> <p>If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration &amp; 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.</p> <p>Also, please mention separate applicable HSN / SAC Code and rate of GST and Cess as applicable for each item of Goods/Service. If not specifically mentioned, then PGVCL will have the option to take the prices as exclusive of taxes and duties at</p>

Signature of Tenderer:

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	<p>maximum higher slab rates for the evaluation of the tenders. The offered prices to be indicated in online mode of tender in the format given (i.e. Online Price Bid). 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.</p> <p>Every bidder shall inform their GSTIN No. of the registered place(s) wherefrom the bidder intends to supply the goods / services, meaning thereby the bidder has to supply the goods / services from the relevant declared / registered place of supply only.</p>																								
10	<p><b>EARNEST MONEY DEPOSIT: (E.M.D.)</b></p> <p><b>10(A) 'EMD COVER DOCUMENTS' CONTAINS THE FOLLOWING:</b></p> <p>The following documents as stated hereunder are required to be submitted in physical form under Seal cover of "EMD cover Documents".</p> <p>[a] Copy of GST registration no. This is mandatory.</p> <p>[b] Payment of Earnest Money Deposit (E.M.D) amount:-</p> <ul style="list-style-type: none"> <li>• Earnest Money Deposit (EMD) Can be accepted by RTGS/NEFT/online.</li> <li>• In case of cash payment (up to Rs.10,000/-), the scan copy of cash receipt have to be upload in preliminary stage.</li> <li>• If the EMD amount up to Rs.3.00 Lakhs but more than 10,000/- accepted through RTGS/NEFT/Online only. The scan copy Unique Transaction Reference (UTR) have to be upload in preliminary stage.</li> <li>• If the EMD amount is more than Rs.3.00 Lakhs, it should be paid either by RTGS/NEFT/Online or Demand Draft or Banker's Cheque or Pay Order or Bank Guarantee.</li> </ul> <p style="text-align: center;">-: Bank details for payment through RTGS/NEFT/Online:-</p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Sr. No.</th><th>Particulars</th><th>Requisite Details</th></tr> </thead> <tbody> <tr> <td>1</td><td>Name of Bank</td><td>State Bank of India</td></tr> <tr> <td>2</td><td>Name of Branch</td><td>Gymkhana Branch, Rajkot - Gujarat</td></tr> <tr> <td>3</td><td>Branch Code</td><td>60070</td></tr> <tr> <td>4</td><td>MICR Code</td><td>360002011</td></tr> <tr> <td>5</td><td>IFSC Code</td><td>SBIN0060070</td></tr> <tr> <td>6</td><td>Name of Account</td><td>PASCHIM GUJARAT VIJ COMPANY LIMITED</td></tr> <tr> <td>7</td><td>Account No.</td><td>66007422551</td></tr> </tbody> </table> <p>(1) The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&amp;D, Registration Certificates for the item under Tender will be eligible for exemption from payment of EMD on submission of duly notarized copies of their Udyam Registration Certificate &amp; CSPO / NSIC / DGS&amp;D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible in the tender if they take part in the tender indirectly either through dealer, agents, distributors or other intermediators.</p> <p>(2) The MSME firms has to submit valid duly notarized copies of Udyam Registration Certificate / CSPO / NSIC / DGS&amp;D Registration Certificates in EMD Cover to avail benefit of MSME unit for lower side EMD payment. The documents required for</p>	Sr. No.	Particulars	Requisite Details	1	Name of Bank	State Bank of India	2	Name of Branch	Gymkhana Branch, Rajkot - Gujarat	3	Branch Code	60070	4	MICR Code	360002011	5	IFSC Code	SBIN0060070	6	Name of Account	PASCHIM GUJARAT VIJ COMPANY LIMITED	7	Account No.	66007422551
Sr. No.	Particulars	Requisite Details																							
1	Name of Bank	State Bank of India																							
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Signature of Tenderer:

Date:

Place:

Company's Round Seal:

<p>MSME is mandatory to avail benefit of lower side EMD payment.</p> <p>(3) The Certificates should indicate the manufacture of items offered &amp; in case of Udyam Registration certificate, it should indicate the manufacture of related group of item.</p> <p>Also take note that, if the EMD be paid by way of Bank Guarantee, the validity of Bank Guarantee must be for 6 Months from the date of submission of the bid for this tender.</p> <p>[c] The Copy of valid vendor registration letter of tender item/s issued by GUVNL or its any subsidiary company OR the copy of receipt of the fees paid towards vendor registration. This is mandatory.</p> <p>Note: The bid will be rejected out rightly, if the above mandatory documents i.e. (at Sr. No.: [b]) are not submitted in physical form in “EMD Cover documents”.</p> <p>[d] Refund of EMD:</p> <p>EMD of the tenderers will be returned to RTGS/NEFT for credit to his Bank Account. The bidder shall have to give details of his bank account with a Cheque duly cancelled. No claim for refund of EMD against Original Money Receipt shall be entertained by PGVCL. The details of refund of EMD by RTGS with transection no. will be informed to respective bidders by letter/email etc. from PGVCL.</p> <p>Bidders are requested to attach duly cancelled Cheque in the EMD cover and requisite details in this regards are to be furnished carefully in online annexure of EMD.</p> <p><b>10(B) <u>TECHNICAL BID CONTAINS THE FOLLOWING:</u></b></p> <p>The following documents (for Technical Evaluation) are also required to be submitted in online form in “Technical Bid”.</p> <p>[a] Drawing/s of each item of tender duly signed &amp; stamped of the bidder as per technical specification / requirement of tender documents.</p> <p>[b] Technical Specification &amp; Guaranteed Technical Particular of tender item duly signed and sealed</p> <p>[c] The Copy of valid Bureau of Indian Standard (BIS) license Or copy of application of renewal (applied before expiry of license) of such license along with photo copy of license (expired) and copy of money receipt (self-certified)/ acknowledgement of BIS, if license expired at the time of bidding, duly notarized. This is mandatory wherever applicable as per technical specification / requirement of tender documents.</p> <p>[d] Valid Type test report of tender item/s, not older than 7 years, from any Govt. approved laboratory or NABL accredited laboratory as per tender requirement / technical specification, duly notarized, refer clause no. 32 of this document.</p> <p>[e] List of orders of tender item/s, executed / under execution, which are received by bidder from GUVNL (Formerly GEB) or their subsidiary companies viz. MGVL/DGVL/UGVL/PGVL/GETCO/GSECL should be submitted in online form in “Technical bid” as mentioned in Annexure-6 by bidder duly sealed &amp; signed. The details of list of such order/s should cover the details of Order placing company, Date of order, Name of item/s of order, Item wise qty. of order, status of supplies etc. However, the copies of any such orders along with performance reports issued by purchaser should be uploaded by bidder in technical stage of online tender. Please note that these details are required for deciding performance / experience / status of bidder.</p> <p>[f] Certificate-A of the tender on Company’s letter head.</p>		
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Signature of Tenderer:		Company’s Round Seal:
Date:	Place:	

The documents mentioned under [a] to [f] are required for technical evaluation of bid hence bidder should submit the same along with the “Technical Bid” in online form. Tenderer will be at full liberty to provide information and data about his products.

All other documents are attached in PDF format with e-tender only.

- 10.1 All the Bidders shall be required to pay EMD, except those who are exempted as per Industries & Mines Department, GoG New Purchase Policy Resolution No. SPO/102015/691093/CH dated 03/06/2016 for Small and Micro Scale Industries.
- 10.2 In cases, where EMD need not to be paid, valid exemption Certificates duly notarized has to be produced / attached in place of EMD documents as per the Tender Terms and Conditions.
- 10.3 Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.
- 10.4 Further, over & above mentioned in clause No. 10 {A[b](2)} & 10.3, bidders who are exempted as per Gujarat state purchase policy-2016 will be eligible for exemption from payment of EMD.
- 10.5 Participants not covered under these categories mentioned at Clause No. 10 {A[b](2)} will have to pay EMD compulsory, as prescribed in tender notice below, failing which the “Bid” will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of opening of Preliminary / Technical Bid.

Bidder have to submit detailed break up of EMD amount against item/s offered by them in EMD cover in following format:

Sr. No.	Offered item in tender	EMD Amount for MSME ( GB & OGB) Units in Rs.	EMD Amount for Non-MSME units in Rs.

- 10.6 Any basic document with regard to EMD will not be acceptable after closing time of Online/Physical bid of Tender at the discretion of PGVCL.
- 10.7 If the EMD amount is more than Rs.1 Lac, it should be paid either by Demand Draft or Banker’s Cheque or Bank Guarantee. Otherwise it should be paid either in Cash (up to Rs. 10,000/- only) at the office address specified in the tender document or by Demand Draft or Banker’s Cheque or pay order only.
- 10.8 EMD of the unsuccessful bidders if paid in Cash / Demand Draft / Banker’s Cheque will be returned within 15 days from the date of placing of the order to the successful bidder through RTGS / NEFT for credit to his Bank Account. The Bidder shall have to give details of his Bank Account with a Cheque duly cancelled. No claim for refund of EMD against Original Money Receipt shall be entertained by PGVCL. The details of refund of EMD by RTGS with transaction No. should be informed to respective bidder by letter/ e-mail etc.
- 10.9 EMD will be returned to the successful Bidders, only on their submission of Performance Guarantee towards execution period (i.e. Security Deposit) against order released on them.
- 10.10 EMD will be encashed & forfeited (i) if the tender, which it covers, is withdrawn during the validity of the offer and (ii) the bidder fails to furnish / deposit the Performance Guarantee towards Execution Period (security deposit).

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Place:

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	<p>Note:- Please attach photocopies duly self- notarized with company's round seal of fully executed order of PGVCL/DGVCL/MGVCL/UGVCL/GETCO/GSECL issued by Corporate Office of respective company for tender item, to decide the status (i.e.New-1/New-2/Regular) of bidder for the tender item and also to be mentioned details of such orders in online Annexure-6, in absence of the same bidder will be considered as New-1 bidder and it will be binding to the bidder.</p>
11	<p><b>PERFORMANCE GUARANTEE (PG) TOWARDS EXECUTION PERIOD:-</b> (i.e. SECURITY DEPOSIT):- <u>(Should be submitted within 15 (fifteen) days from date of Letter of Acceptance).</u></p> <p>Security Deposit shall be paid by the successful Bidders irrespective of whether they are SSI Unit or exempted by NSIC.</p> <p>11.1 The Supplier shall submit the Security Deposit to cover execution period by DD / Bank Guarantee within 15 days from the date of issue of Letter of Acceptance.</p> <p>11.2 The successful bidder has to give Bank Guarantee with validity period of additional 01 (One) month i.e. more than actual delivery period to safeguard Company's interest in case any eventuality happening on the last day of the delivery period after office hours of the Bank or Bank holidays.</p> <p>11.3 Bank Guarantee shall be considered as per Tender terms. The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&amp;D Registration Certificates for the item under Tender shall submit Security Deposit &amp; Performance Bank Guarantee as under on submission of attested copies of their Udyam Registration Certificate &amp; CSPO / NSIC / DGS&amp;D Registration Certificates. This benefit will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediates.</p> <p><u>11.3.1 It is allowed for distribution items only and at respective company level.</u></p> <ol style="list-style-type: none"> <li>10% of the highest of the following; <ol style="list-style-type: none"> <li>Total order(s) value of the current financial year or</li> <li>Highest of financial year-wise, total order(s) value for which materials are under Guarantee/ Warrantee period</li> </ol> </li> <li>First time Bank Guarantee should be submitted with validity period of three years and renewal two months before completion of three Years.</li> <li>Whenever the required Bank Guarantee for the total order value during current financial year is exceeding the available Bank Guarantee, the Vendor/Party has to submit Bank Guarantee for additional amount accordingly.</li> <li>The existing Bank Guarantee(s) of such bidder, who will exercise the option for one-time permanent Bank Guarantee, shall be returned on submission of such permanent Bank Guarantee.</li> <li>The vendor has to submit an undertaking stating that Company can encash permanent Bank Guarantee on failure to perform the Contract or failure to perform the relevant clauses related to Guarantee/ Warrantee of any orders.</li> </ol> <p><u>OR</u></p> <p>The item wise security deposit(SD) towards execution of contract is given as under.</p>

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

Sr. No.	Items	Amount	
		For MSME /non MSME unit	For Gujarat based Micro & small unit
1	Distribution Transformers & meter (All types), Conductors, Cables, Insulators, Steel items, Kit-Kat fuses, L/T. Dist. boxes, Transformers oil, Line Hardware and PVC pipes & other item related to Dist. system	5% (Five) of the contract value in the form of DD/BG to cover execution period.	03% (Three) of the contract value in the form of DD/BG to cover execution period.
2	Metal Meter Boxes, G.I.Wires, Stay Wires, Earthing Plates	5% (Five) of the contract value in the form of DD/BG to cover execution period.	03% (Three) of the contract value in the form of DD/BG to cover execution period.
3	Transmission items, Generation & others	10% (Ten) of the contract value in the form of DD/BG to cover execution period.	04% (Four) of the contract value in the form of DD/BG to cover execution period

11.4 The Supplier / Contractor can submit only one Bank Guarantee considering the Performance Guarantee requirement.

11.5 The Bank Guarantee shall be from the Nationalized Banks or any other Banks, as Notified by the Finance Department, Govt. of Gujarat from time to time.

11.6 In case of delivery deferment by Company, option should be given to the supplier to submit new BG towards execution period for balance order value subject to the supplier have submitted Performance Guarantee towards Guarantee / warrantee period.

11.7 The Performance Guarantee towards execution period for repeat order may not be insisted from the supplier subject to the following conditions:-

11.7.1. Value of Performance Guarantee towards execution period (Security Deposit) available with respective company, shall be equal to or higher than sum of the following:-

- Amount of Performance Guarantee towards execution period required for repeat order
- Amount of Performance Guarantee towards execution period required for unexecuted/ unsupplied portion of main order
- Amount of Performance Guarantee towards Guarantee/ Warrantee Period required for executed/ supplied portion of main order

11.7.2. Validity of the Performance Guarantee towards execution period is not over and it shall be extended up to completion of main order as well as repeat order.

11.7.3 Unconditional consent shall be taken from the supplier for consideration of the Performance Guarantee towards execution period of main order for repeat order and company is authorized to encash the Performance Guarantee towards execution period for any default in repeat order also.

11.7.4 The Performance Guarantee towards Guarantee/Warrantee period shall be taken for main as well as repeat order as per the tender terms.

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	<p>Note: The successful bidder has to submit drawings and proto inspection offer 21 days and 10 days respectively prior to date of completion of commencement period (If applicable).</p> <p>(1) The Bank Guarantee towards execution of contract (i.e. Security Deposit) must be invariably submitted within 15 days from the date of issue of LOA.</p> <p>(2) To execute Purchase Agreement at PGVCL, as per clause no.: 83 of tender terms and conditions of this tender, immediately on payments of Security deposit in PGVCL. The specific purchase order (A/T) shall be issued by PGVCL for allocated quantities and specified rates and covering other terms and conditions of tender.</p>
12	<p><b>VALIDITES OF THE OFFERS:-</b></p> <p>The offers will have to be kept valid for a period of <b>120 days</b> from the date of opening of technical bids. In case of finalization of the tender is likely to be delayed, <u>the tenderers will be asked to extend the same without change in the prices or any terms and conditions of the offer.</u> If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.</p>
13	<p><b>RAILWAY RECEIPT (R.R.) / TRUCK RECEIPT (T.R.):-</b></p> <p>All goods should be dispatched freight paid and the R.R. /T.R should be forwarded directly to the consignee and not through any Bank or PGVCL Office of Rajkot. It should be immediately intimated on dispatch of the stores, as otherwise demurrage charges if any paid by the consignee will be deducted from supplier's bill. It is essential that packing notes and prices invoices should be furnished to the consignees in respect of every consignment with a copy to this office.</p> <p>A clear R.R. /T.R. should be obtained from the Railway authorities / Transport Authorities without any ambiguity, otherwise the supplier will be held responsible for any damages / shortage claim rejected by the Authorities for want of a clear R.R. /T.R. Materials may be dispatched by any convenient mode of transport and <u>upto PGVCL stores i.e. F.O.R. Destination.</u></p>
14	<p><b>PACKING AND FORWARDING CHARGES:-</b></p> <p>The prices shall be inclusive of packing &amp; forwarding charges. The stores should be strongly and adequately packed to ensure safe arrival at destination. The materials dispatched from overseas by Air / Shipping should be packed in such a way that it can withstand any adverse situation and possible corrosion due to exposure to salt laden atmosphere, salt spray or open storage. All packing must be clearly marked with order Number and consignee's name and address.</p>
15	<p><b>TRANSIT INSURANCE:-</b></p> <p>All the materials will be required to be supplied up to Destination against all transit risks, such as damage, loss, theft, fire, etc. The insurance period shall cover <u>30 days after the date of receipt of materials at site in order to enable PGVCL to check up stores fully.</u> The suppliers will be responsible for free replacement of such stores components as may be reported by the consignee which have been received short, damaged or broken within 30 days. The cost of damaged, defective stores materials will however be deducted from the bills of the suppliers and will be refunded only after replacement thereof. It will be the responsibility of the supplier to lodge claim against the insurance on receiving necessary advice from the consignee.</p>

Signature of Tenderer:		Company's Round Seal:
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16	<p><b>ACCEPTANCE OF STORES:-</b> All or any stores and materials to be supplied at F.O.R. Destination, against this contract will be subject to their acceptance by the consignee or any other Officer authorized by PGVCL for this purpose. PGVCL will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final.</p>
17	<p><b>Goods and Service Tax (GST):</b> 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. The amount and% 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).</p> <p>You shall have to submit a C.A Certificate &amp; Certificate duly signed by authorized Signatory of successful bidder, certifying that you have not claimed Refund of any applicable GST and Cess, charged to PGVCL 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 PGVCL, without making any specific Claim by PGVCL, for the same, either from the Department or from you.</p> <p>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. PGVCL may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.</p> <p>If the Supplier/Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration &amp; 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.</p> <p>Supplier/Contractor 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/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the PGVCL; such refund shall have to be passed on to the PGVCL, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the supplier / contractor.</p> <p>Further, the PGVCL has a right to recover the amount of GST along with penal interest at the applicable rate per annum if GST charged is not paid / short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.</p> <p>In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of statutory variation clause shall apply.</p>

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

	<p><b>INPUT TAX CREDIT BENEFIT:</b> 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 PGVCL and you should inform such changes to PGVCL from time to time.</p> <p><b>STATUTORY DEDUCTION:</b> Statutory deduction will be made at the time of payment as per applicable rule &amp; rate like IT TDS, GST TDS etc.</p>
18	<p><b>UNLOADING:</b> Unless and otherwise specified in the detailed purchase order, Unloading of the materials shall be arranged by <u>PGVCL</u>.</p>
19	<p><b>STATUTORY VARIATION:</b> Any statutory increase or decrease in the taxes and duties including GST and Cess as applicable or in the event of introduction of new tax/cess or cessation of existing tax/cess subsequent to suppliers offer if it takes place within the original contractual delivery date will be to PGVCL's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to PGVCL.</p> <p>Statutory Variation clause shall not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.</p>
20	<p><b>PAYMENT TERMS:-</b> Payment shall be made by PGVCL, either directly to you or to suppliers Banker for the materials supplied as per PGVCL standard payment terms and conditions i.e. 80% of Ex-Work price including 100% of F&amp;I, GST and Cess as applicable, on receipt on TRC within <u>30 (Thirty)</u> days on verifying required documents as per A/T conditions and balance 20% within <u>45 days</u> on receipt of S.R. Note from the consignee.</p> <p>Alternatively, PGVCL may make payment through SIDBI, ICICI, Power Finance Corporation, R.E.C. or any other financial institution depending upon facility available at the relevant time.</p> <p>In case of payment through SIDBI, ICICI, 80% and / or 20% of Ex-Works price including 100% of F&amp;I, GST and Cess as applicable, payment shall be made against TRC / RRC and S.R.Notes (in case of 20% payment).</p> <p>In case of payment through SIDBI / ICICI necessary, stamp charges and interest charge shall be borne by PGVCL. Other charges, if any shall have to be borne by the supplier.</p> <p>Tenderer, while quoting need specifically agree to receive payment under any of the aforesaid alternative at the option of PGVCL.</p> <p>You shall invariably instruct your Bankers to accept lesser amount than IBC amount (Bank Advice amount) in case PGVCL Cheque amount differs from claimed amount / IBC amount supported with deduction memo.</p> <p>In case of payment through Bank:</p> <p>You shall have to furnish (i) Indemnity Bond for the A/T, (ii) Undertaking (iii) Power of Attorney duly registered with PGVCL for individual Bank and a request letter for discounted bills to issue Cheque in favour of your Bank A/c. M/s._____. (All these three documents should be as per PGVCL format only and should be duly</p>
Signature of Tenderer:	
Date:	Place:
Company's Round Seal:	

	<p>NOTARIZED).</p> <p>While extending the above facility, PGVCL in no case will be responsible for any default in repayment OR interest to the Bank by you. Your Banker should accept the payment released as per the Bill passed and audited.</p> <p>PGVCL would normally accept only one mode of payment: viz. Either (1) Direct payment OR (2) Payment through Bank or Financial Institution on the strength of Power of Attorney to be executed by the supplier to that effect. Tenderer, while quoting should specifically state any one mode of payment chosen by them. They should indicate the name of the Bank / Financial Institution to whom the payment is to be made. Also the Indemnity bond is to be furnished by the supplier as per the prescribed format, which may be obtained from PGVCL.</p>													
21	<p><b>REPEAT/ADDITIONAL ORDERS:</b></p> <p>21.1 PGVCL may place repeat Order / additional Order, provided there is no conspicuous downtrend in the price of such item.</p> <p>21.2 PGVCL should exercise their right to place repeat orders/ additional Orders in case of exigency only. The reason for exigency shall be properly recorded.</p> <p>21.3 In special circumstances PGVCL reserve the right to place repeat order / additional order up to 100% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original Contract as mutually agreed upon.</p> <p>The material supplied will be considered on FIFO basis i.e. first applied towards original order &amp; after completion of original order quantity, material supplied will be considered towards repeat / additional order.</p>													
22	<p><b>DELIVERY SCHEDULE OF PGVCL:-</b> Delivery of materials is desired as under:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">a) Submission of sample/Drawing.</td><td>Within commencing period.</td></tr> <tr> <td>b) Approval of Sample/Drawing.</td><td>No separate commencement period will be given.</td></tr> <tr> <td>c) Commencement of supply after -----→</td><td>As per the details Shown in</td></tr> <tr> <td>d) Qty. to be supplied.</td><td>Schedule - "A" of the</td></tr> <tr> <td>Month wise / Quarter wise supply after</td><td>relevant Tender.</td></tr> <tr> <td>Commencement period-----→</td><td></td></tr> </table> <p>Supplier is liable to get the drawings / Sample approved within the commencement period.</p> <p>Supplier should indicate deviation in delivery period if any. The delivery period will be reckoned after four days for Gujarat based firms and seven days for out state firms from the date of dispatch of the LOA (Letter of Acceptance).</p> <p><u>All necessary formalities are to be completed within the commencement period instead of vague period. If specific period is not quoted, the delivery period, best suitable to PGVCL will be considered and in such case, no subsequent complaint will be entertained.</u></p> <p>(a) The delivery Schedule proposed by PGVCL is considering the full quantity of the tender. If the quantity offered by the bidder is reduced while placing the order, in that case delivery period quoted by the bidder will also be reduced accordingly.</p> <p>(b) If the finalized quantity is less, then in that case the delivery period best suited as per Company's requirement will be given on Pro-rata basis and also based on</p>		a) Submission of sample/Drawing.	Within commencing period.	b) Approval of Sample/Drawing.	No separate commencement period will be given.	c) Commencement of supply after -----→	As per the details Shown in	d) Qty. to be supplied.	Schedule - "A" of the	Month wise / Quarter wise supply after	relevant Tender.	Commencement period-----→	
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Signature of Tenderer:		Company's Round Seal:												
Date:	Place:													

	<p>the quantity allocations done by Company.</p> <p>(c) Maintain delivery schedule strictly without deviation i.e. no early delivery accepted. However, the company requires early delivery; the same will be intimate in written.</p> <p>(d) Company may short close the orders in case of various reasons viz. Change in Budgetary Provision, Amendment in Indian Standard, Policy change by Central/State Govt., if beneficiary not available etc.</p>
23	<p><b>DELIVERY PERIOD:-</b></p> <p>The Tenderers will have to <u>quote a firm delivery schedule on month / quarter wise basis</u> as specified subject to the force Majeure conditions as accepted by DGS &amp; D. Tenderer should mention their delivery period in Annexure - 5 of this tender document. Time being the essence of this tender, delivery period shall be strictly adhered to. Delay in execution of order on account of any other reasons will be subject to levy of penalty.</p> <p>(a) <u>OFFER FOR INSPECTION:-</u></p> <p>(1) In order to avoid delay &amp; possible attraction of penalty,</p> <p>(2) The firm has to offer the inspection call 15 days prior to proposed date of inspection &amp; prior to 30 days from the due date of the delivery schedule.</p> <p>(3) If the above clause No.(2) is fulfill by the firm then any delay in inspection and any delay in issuance of Dispatch Instruction, said delay period will not be considered for penalty purpose.</p> <p>(4) However, in case the material is offered for inspection but does not fulfill the criteria as per clause No. 2 and does not supply material as per delivery schedule, the same will be considered as delay in delivery &amp; will be liable for penalty in the contract.</p> <p>No tentative date, tentative quantity for inspection should be given and if given the same will be ignored and the same will not be treated as call for inspection.</p> <p><u>All the ordered materials should be offered for inspection strictly as per delivery schedules as mentioned in the detailed order, without linking to payments by PGVCL.</u></p> <p>(b) In case the materials are supplied later than the date of contractual delivery schedule, materials may be accepted by PGVCL subject to levy of penalty as per clause no.25 for Penalty for late delivery. In that case the penalty will be levied from the last date of delivery schedule and up to the TRC date. The delivery period will include the time required for pre-dispatch inspection of materials.</p> <p><u>However, if the material is not kept ready for inspection after intimation of the said quantity then all consequences will be to suppliers account and PGVCL will recover the actual expenses of to &amp; fro travelling fares plus Rs.1000/- per day per employee.</u></p> <p>(c) In order to avoid delay in dispatch of the inspected lot of material, 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 material at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If material is 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 applicable taxes (if any), maximum up to 3% plus applicable taxes (if any) of the Dispatch Instructions consignment value.</p>

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	<p><u>All the inspection results for the inspected materials carried out at the first instance will be binding to the supplier irrespective of passing the tests OR failure. If the supplier re-offers the same materials for re-inspection then it will be solely at PGVCL' discretion to accept the same or not. If the subsequent testing are to be carried out, then all the expenses of the inspector and other expenses incurred by PGVCL will be to tenderers account. This will be binding on you.</u></p> <p><b><u>DELIVERY DEFERMENT</u></b></p> <p><u>In case of deferment in delivery, supplier should be intimated in writing well before two months.</u></p> <p>The successful bidder/s should have to submit / fulfill the following requirements within the commencement period of 45 days from the date of receipt of LOA of PGVCL. The delivery shall be reckoned after 45 days from the date of receipt of LOA of PGVCL.</p>								
24	<p><b>SUPPLY OF MATERIALS AT PGVCL STORES:-</b> The Tenderers will have to agree to supply any of the quantities at any of PGVCL Stores in Gujarat <u>(i.e. F.O.R Destination only.)</u></p>								
25	<p><b>PENALTY FOR LATE DELIVERY:-</b></p> <p>25.1 Penalty shall be @ 0.5% per week or part thereof plus applicable taxes (if any) on delayed portion subject to maximum 10% plus applicable taxes (if any) of the delayed portion order value (End Cost including GST and Cess as applicable) in case of supply only, whereas in case of Projects, the ceiling shall be with reference to total contract value including GST and Cess as applicable of the project (Supply + Erection + Civil). For calculating the delayed portion, date of actual receipt of material at store shall be considered.</p> <p>Moreover, in case of supply is delayed more than seven months, company may initiate actions for Stop Deal/ Black List along with risk purchase</p> <p>25.2 In order to avoid delay in dispatch of the inspected lot of material, 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 material at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If material is 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% plus applicable taxes (if any) per Week or part thereof plus applicable taxes (if any), maximum up to 3% plus applicable taxes (if any) of the Dispatch Instructions consignment value.</p> <p>25.3 In case of Foreign OEM / Indian Trader of a Foreign OEM, in order to avoid delay in dispatch of the inspected lot of material, for which the Dispatch Instructions are already issued, the Supplier shall deliver the material to respective Shipper at Dispatch Port within 30 days from the date of Dispatch Instructions. If material is 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% plus applicable taxes (if any) per Week or part there of plus applicable taxes (if any), maximum up to 3% plus applicable taxes (if any) of the consignment value of the lot of respective Dispatches Instruction. For calculation of penalty date of bill of Landing / Airway Bill / Courier Receipt</p>								
<table border="1"> <tr> <td colspan="2" data-bbox="178 2011 906 2083">Signature of Tenderer:</td> <td data-bbox="906 2011 1489 2083" rowspan="2"></td> </tr> <tr> <td data-bbox="178 2083 510 2150">Date:</td> <td data-bbox="510 2083 906 2150">Place:</td> </tr> <tr> <td colspan="2"></td> <td data-bbox="906 2083 1489 2150">Company's Round Seal:</td> </tr> </table>		Signature of Tenderer:			Date:	Place:			Company's Round Seal:
Signature of Tenderer:									
Date:	Place:								
		Company's Round Seal:							

shall be considered as date of delivery.

### 25.3.A General Guide lines.

In order to avoid delay & possible attraction of penalty,

- 1) The Firm has to offer the Inspection Call 15 days prior to proposed date of inspection and 30 days prior to the due date of Delivery Schedule.
- 2) If the above condition is fulfilled by firm then any delay in inspection and any delay in issuance of Dispatch Instruction, said delay period will not be considered for penalty purpose.
- 3) However, the PGVCL shall carry out inspection not later than Seven days from the date intimation from the Supplier for inspection.
- 4) The Dispatch Instruction will be given within Seven days' time from the date of satisfactory inspection.

25.3.B Due consideration will be given for waiver / levy of penalty (excluding GST already collected and paid to the Govt. treasury thereon) 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.

25.3.C The PGVCL reserves the right to recover any dues from the subsidiary companies of GUVNL including GUVNL.

### “D.G.S & D. 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 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 Supplier at a price to be fixed by the Managing Director, which shall be final, all unused undamaged and acceptable materials brought out components, and stores in course of manufacture in the possession of the Supplier 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 supplier may with concurrence of the Purchaser elect to retain”.

Signature of Tenderer:

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26	<p><b>PENALTY ON REJECTED MATERIAL DURING TESTING:-</b></p> <p>The representative of the Company may pick up samples from the lots supplied by the Supplier at the Stores of the Company at random for quality check. The samples picked up will be tested for acceptance test / type test or as decided by the Company at Government approved laboratory or NABL Laboratory, in the presence of representative of supplier and the Company as per relevant ISS/BIS/ Company's specifications. The test results will be binding on the suppliers and Company in general and will not allow re-sampling. If the material fails in any of the tests carried out, the full lot of material will be considered as rejected, and if replacement is not possible due to utilized/ consumption of the material then in that case for whole of the rejected lot, Company will deduct maximum up to 30% (Thirty) of the End Cost Price plus applicable taxes (if any). If the same are not utilized / consumed, then Company may ask for replacement at sole discretion of the Company or may accept with maximum deduction up to 30% (Thirty) plus applicable taxes (if any) of the End Cost Price of the rejected lot, and all these will be binding on the supplier.</p> <p>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 &amp; 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.</p> <p>The request made after one month on completion of the supply shall not be entertained and rejected out rightly without any correspondence.</p>
27	<p>Applicable taxes (if any) will be applied on all kind of penalty recover under this contract.</p>
28	<p><b>EXTENSION IN CONTRACTUAL DELIVERY DATE:-</b></p> <p>It will be supplier's responsibility to ensure that goods are delivered within the stipulated delivery period. However, if on account of reasons beyond ones control as laid down in the DGS &amp; D Force Majeure Conditions PGVCL may consider extension of delivery period with or without statutory variations and with or without price variations.</p> <p>However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay. However, such extension will be subject to the following conditions shown hereunder.</p> <ol style="list-style-type: none"> <li>That no increase in price on account of any statutory increase in or fresh imposition of customs duty, GST and Cess as applicable or on account of any other tax or duty leviable in respect of the stores specified in the said acceptance of the tender which may take place on or after the contractual delivery date of the A/T referred to above shall be admissible on such of the said stores as are delivered after the original contractual delivery date, and</li> <li>that notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date of this said A/T shall be admissible on such of the said stores as are delivered after the original contractual delivery date.</li> <li>But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST and Cess as applicable or on account of any other tax or duty or on any other ground as</li> </ol>

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

	<p>stipulated in the A/T, which takes place or on after the contractual delivery date of the said A/T.</p> <p>d) Statutory Variation clause shall not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.</p>
29	<p><b>REPLACEMENTS OF GOODS BROKEN, DAMAGED OR SHORT:-</b></p> <p>In the event of any stores or part thereof being broken or damaged or received short during transit or during the testing and trial at site before commissioning in service the suppliers shall replace the same at free of cost. However, PGVCL will arrange recoveries of amount equivalent to cost of such damaged / broken / short supplied materials before actual replacement is given.</p>
30	<p><b>POST TENDER CORRESPONDENCE / ENQUIRIES:-</b></p> <p>Any correspondence or enquiry subsequent to opening of Technical and Commercial bids is not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The Tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of PGVCL, as otherwise the same would also amount to disqualification of the tender.</p>
31	<p><b>TEST CERTIFICATES:-</b></p> <p>Test Certificate for the stores as per relevant BSS / ISS shall be submitted in Triplicate for our approval prior to dispatch of stores and should be dispatched only after the test certificates are approved. Supplier will be responsible for any expenditure that consignee might incur if the goods stand rejected on this account. Further, PGVCL will not be responsible for any delay in payment on this account.</p>
32	<p><b>TYPE TESTS:-</b></p> <p>Type test report of tender item/s are required to be submitted as per tender technical specification, duly notarized.</p> <p>All the necessary Type tests will have to be carried out before submission of the tender and to be submitted along with the Technical Bid.</p> <p>“Type Test”, whenever and wherever applicable, shall be carried out on the tender item/s as per Companies’ Technical Specifications at National Accredited Board for Laboratory (NABL) or accredited third party Laboratory approved by the International Forum in case of foreign manufacturer / products. The materials/products must fulfill all the Technical requirement of the PGVCL’s Technical Specifications, specified Drawings, guaranteed Technical parameters, manufacturing quality plan, etc.</p> <p>The Type Tests which are more than 07 (Seven) years old will not be considered (except otherwise specifically mentioned in the Guaranteed Technical Particulars i.e. GTP’s.) and such tenders will be rejected. All the required type tests should not be older than 7 (Seven) years. All the required type tests on one particular item must have been conducted in the span of one year only. If the type tests for the tendered items are not carried out before the submission of the tender, then it will be at PGVCL sole discretion to accept them or NOT.</p> <p>However, depending up on PGVCL requirement, if the Letter of Acceptance (LOA) is placed subject to submission of type tests, then in such cases all the necessary Type tests will have to be carried out by the firm within 45 (Forty Five) days of the issue of LOA or at PGVCL discretion, <u>failure to do so the LOA stands cancelled and the detailed purchase order will not be placed and no further correspondences in this</u></p>

Signature of Tenderer:		Company's Round Seal:
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	<u>matter will be entertained at any cost and will be out rightly ignored.</u>
33	The purchaser (i.e. PGVCL) shall have the right to make any changes, additions / deletions or modifications in any terms / conditions of the tender and / or specifications as may be deemed necessary by PGVCL at its sole discretion at any time before the due date of opening of the tender.
34	Tenderer should furnish a list of orders for similar items executed by them indicating the name of the party and their order reference to whom they have supplied, <u>to be furnished in Annexure- 6.</u> Failure to do this will result on supplier's tender being rejected without any reference. In case of bought out items they should furnish the backup guarantee from their principals.
35	PGVCL does not accept the printed conditions of any Tenderer. It will be ignored without any reference; hence tenderers should withdraw such printed conditions if they have any.
36	<p>The materials should be offered strictly confirming to ISS / BIS / Tender specifications given in the tender. If the tenderer's desires to quote with any technical deviations, they should specifically quote the deviation &amp; the ISS or BIS Nos. in the body of the tender itself under the respective Annexure of this tender document.</p> <p>If technical deviations furnished by the Tenderer are not agreeable to PGVCL, the offers may be ignored. However, it will be solely at PGVCL discretion to consider the technical deviations OR not for considering the Tenderer. <u>No correspondences of the Tenderer after opening of the bid will be entertained in this matter.</u></p>
37	Please indicate whether the goods offered are first sale or second sale so as to determine the payment of sales tax.
38	<p><b>ADVANCE INTIMATION TO THE CONSIGNEE:-</b></p> <p>When R.R. is obtained and materials dispatched R.R. No. Wagon No. etc. should be intimated to the consignee in advance, so that he may arrange to take delivery at the receiving station against indemnity bond, in case R.R. is not received. Also if the unloading requires use of crane, such Advice should also be informed to, to the consignee indicating the weight, size of the package, wagon No. etc. so that he may make arrangements for crane in advance. In case if PGVCL has to incur any extra expenditure for want of advance information, the same would be recovered from the suppliers.</p> <p><b>ALL THE SUPPLIERS SHOULD INTIMATE THE CONSIGNEES WELL IN ADVANCE ABOUT THE DELIVERY OF THE MATERIALS AS PER THE "DISPATCH INSTRUCTIONS" GIVEN, SO AS TO FACILITATE FOR UNLOADING OF THE MATERIALS AT SITE.</b></p>
39	<p><b>TENDERERS SHOULD FURNISH THE FOLLOWING DETAILS:-</b></p> <ol style="list-style-type: none"> <li>(1) GST Registration no. and date and issuing authority of the location wherefrom supplier intends to supply the goods/services.</li> <li>(2) Registration No. under shops and Estt. Act and issuing authority.</li> <li>(3) Registration No. under Small Scale Industries / National Small Scale Industries Corporation (NSIC) or under DGTD etc. - Submit Notarized copy for the same.</li> <li>(4) A list of the Partners / Directors with the permanent as well as present address, phone &amp; fax numbers and other details like their relationship, if any with PGVCL employee should be furnished along with the tender.</li> <li>(5) List of machinery and production capacity and Items manufactured.</li> <li>(6) List of pending orders (with orders Nos. &amp; date) and customer's name and address and orders executed so far with other Electricity Board's/GUVNL</li> </ol>

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

	<p>(Formerly GEB).</p> <p>(7) Audited Accounts of last three years of the firm.</p> <p>(8) Performance reports if any.</p> <p>(9) The valid Notarized copy of relevant and valid BIS License copy along with all enclosures. <u>Provisional BIS / IS Registration Certificates are NOT allowed</u>. If the firm is certified ISO Company (<u>Provisional Registration Certificates are NOT allowed</u>), then all the relevant documents duly Notarized be furnished.</p> <p>(10) Consent letter from their principals to manufacture such items.</p> <p>(11) All the testing equipment MUST have been calibrated up to date. The details for the same may be submitted.</p>
40	Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.
41	Tenderers should indicate the name of their Partners / Proprietor / Directors of their manufacturing firm and updated Address / Telephone, e-mail ID, Fax Numbers (Office & Residential) etc., along with the name of authorized signatory in the Annexure - 3 of online / e-tender invariably. Bidder are informed that only their employee authorized in writing will only be allowed as their "Authorized Representative" for all purpose to deal with COMPANY in respect of this tender.
42	<p>Please give suitable declarations as under:</p> <p>I / We declare that we are manufacturer for all the tendered items.</p>
43	Tenderer should specifically mention in the offers and should indicate in Block letters the name of the Partners / Proprietor / Directors who is / are the signing authority.
44	<p><b>GUARANTEE:-</b></p> <p>If the goods, stores and equipment's found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within 18 / 24 / 36 / 48 / 60 / 66 months of their receipt at site or 12 / 18 / 24 / 36 / 48 / 60 months from the date of commissioning of equipments whichever is earlier. You will be responsible for the proper performance of the equipments / materials for the respective guarantee period.</p>
45	<p><b>PERFORMANCE BANK GUARANTEE (PBG) TOWARDS WARRANTY / GUARANTEE:</b></p> <p>Performance Guarantee shall be paid by the successful bidders irrespective of whether they are SSI Unit or exempted by NSIC.</p> <p>45.1 The successful bidder has to give Bank Guarantee with validity period of additional 01 (One) month i.e. more than actual Guarantee / warrantee period to safeguard Company's interest in case any eventuality happening on the last day of the Guarantee / Warrantee period after office hours of the Bank or Bank holidays.</p> <p>45.2 The Performance Bank Guarantee to cover Guarantee / Warrantee period is required to be submitted before the date of completion of last supply and should be valid till the completion of Guarantee Period to be reckoned from the date of last supply.</p> <p>45.3 Performance Guarantee shall be considered as per Tender terms.</p> <p>The tabular format for performance guarantee towards warrantee is given as</p>

Signature of Tenderer:		Company's Round Seal:
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under.			
Sr. No	Items	Amount	
		For MSME /Non MSME unit	For Gujarat based Micro & small unit
1	Distribution Transformers & meter (All types), Conductors, Cables, Insulators, Steel items, Kit-Kat fuses, L/T.Dist.bboxes, Transformers oil, Line Hardware and PVC pipes & other items related to Dist. system	05%( Five) of the contract value in the form of DD/BG to cover Warranty period.	03%( three) of the contract value in the form of DD/BG to cover Warranty period.
2	Metal Meter Boxes, G.I.Wires, Stay Wires, Earthing Plates	02%( Two) of the contract value in the form of B/G to cover the Warranty period.	02%( Two) of the contract value in the form of DD/BG to cover Warranty period
3	Transmission items ,Generation & other	10% (Ten) of the contract value in the form of B/G to cover the Warranty period.	04% (Four) of the contract value in the form of B/G to cover the Warranty period

45.4 The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D Registration Certificates for the item under Tender shall submit Performance Bank Guarantee as under on submission of attested copies of their Udyam Registration Certificate & CSPO / NSIC / DGS&D Registration Certificates. This benefit will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

45.5 The Micro and Small Scale Industrial (manufacturing) units of Gujarat State have option to submit Permanent Bank Guarantee in lieu of order-wise separate Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee/ Warrantee period, as under:-

45.5.1 It is allowed for distribution items only and at respective company level.

45.5.2 10% of the highest of the following:  
Total order(s) value of the current financial year or Highest of financial year-wise, Total order(s) value for which materials are under Guarantee/ Warrantee period

45.5.3 First time Bank Guarantee should be submitted with validity period of three years and renewal two months before completion of three Years.

45.5.4 Whenever the required Bank Guarantee for the total order value during current financial year is exceeding the available Bank Guarantee, the Vendor/ Party has to submit Bank Guarantee for additional amount accordingly.

45.5.5 The existing Bank Guarantee(s) of such bidder, who will exercise the option for onetime permanent Bank Guarantee, shall be returned on submission of such permanent Bank Guarantee.

45.5.6 The vendor has to submit an undertaking stating that Company can encash permanent Bank Guarantee on failure to perform the Contract or failure to

Signature of Tenderer:		Company's Round Seal:
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	<p>perform the relevant clauses related to Guarantee/ Warrantee of any orders</p> <p>45.6 The Supplier / Contractor can submit only one Bank Guarantee considering the Performance Guarantee requirement.</p> <p>45.7 The Bank Guarantee shall be from the Nationalized Banks or any other Banks, as Notified by the Finance Department, Govt. of Gujarat from time to time.</p> <p>No relaxation shall be given to the bidders having only one registration numbers from Government of Gujarat but no subsequent registration with CSPO/NSIC/DGS&amp;D registration certificates for the item under tender. No exemption as well as relaxation shall be given to outside Gujarat based parties.</p> <p>The Performance Guarantee to cover warranty/guarantee for the tendered items wherever applicable as above shall be furnished in the form of D.D./Cash and by Bank Guarantee, by the successful Tenderer for satisfactory performance of the materials, which should be valid for 12 months from the date of commissioning OR 18 months or as specified from the last date of delivery of supply whichever is earlier. The PG submitted should be for the full period i.e.19/25/37/49/61/67 Months OR whatever applicable as per Technical Specifications as per 45.1 of this clause and should have a clear onetime validity for the full period. PG for an interim period will not be allowed.</p> <p>However, in case of expiry of PG before the said period the same should be got extended / renewed till the completion of said period by the Tenderer at least one month before the expiry of the validity failing which COMPANY will be at liberty to encash the same, without entering into further correspondence, formalities, etc. in the matter.</p> <p style="text-align: center;">“NO STAGewise BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE.” CORPORATE GUARANTEES ARE NOT ALLOWED.</p>
46	<p><b>APPROVAL:-</b></p> <p>The goods shall be subject to the approval of the concerned consignee after receipt of the stores at site.</p>
47	<p><u>PGVCL would prefer the offers from manufacturers directly.</u> All the manufacturers should quote for those items, which are actually manufactured at / rolled by their plants. This should be strictly adhered.</p> <p><u>The Tenderer should ensure that minimum production, manufacturing and routine testing facility required for manufacturing of the tendered products as per IS standard is available in-house. If the same is available elsewhere, then PGVCL reserves right to reject the offer out rightly.</u></p> <p>PGVCL reserves the right to inspect, suppliers factory at any time during the currency of the contract in case order is placed on supplier and also to inspect each manufactured lot before testing / packing / dispatch.</p>
48	<p><b>OTHER CONDITION OF SUPPLY:-</b></p> <p>PGVCL/GUVNL (Formerly GEB) General Conditions of contract will apply to all supply to contracts and supplier will be deemed to fully aware of PGVCL/GUVNL(Formerly GEB) general conditions of contract for the supply of plant equipment and materials except the conditions modified in this commercial terms and conditions and any ignorance of these conditions will not exempt supplier from their liability to abide by</p>

Signature of Tenderer:		Company's Round Seal:
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	the same. Copies are available from PGVCL Office.															
49	Although the materials have to be supplied as per ISS/ BIS and or as per the tender specifications, PGVCL will take random samples from the materials supplied and subject them to tests according to ISS / BIS / PGVCL Specifications in NABL Accredited / govt. approved laboratories. The materials should stand these and if the materials do not stand these tests, they will be summarily rejected and the supplier should make immediate arrangement to replace them (i.e. available materials at stores) with standard materials and after getting them duly inspected.															
50	PGVCL also reserves the right to accept the whole or part of such supplies or of the utilized materials and recommend reduced prices taking into account the defects noticed. Such reduction for the whole lot will be <u>maximum upto 30% (Thirty) of the End Cost Price plus applicable taxes (if any)</u> , provided PGVCL accepts the materials. <u>In this respect the decision of PGVCL will be final and will be binding on the supplier.</u>															
51	If in any company, the interest of any employee of the PGVCL. or his relative as defined in Section VI of the Company's Act. 1956, is 10% or more, PGVCL will not deal with such company at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would disqualify the Tenderer for further dealing with PGVCL.															
52	<p>The materials offered for inspection shall be in duly packed condition ready for putting the embossing of the seal by the inspector on the lead seal which is provided on the packing by the supplier by passing a sealed wire through it, as per our approved method.</p> <p>The Inspector will inspect only a few packages and select samples at random for testing or testings as per relevant ISS / BIS / Tender specifications. On passing of which, he will emboss his marking on the seal thereafter provided on the packages, which will be only few.</p>															
53	<p><b>AUDIT INSPECTION:-</b></p> <p>1. On receipt of material at Store, PGVCL may pick up sample/(s) for Audit Testing from the lots supplied by the supplier within 10 days in presence of the representative of the supplier.</p> <p>2. PGVCL will not utilize the material until the test reports of audit sample is received.</p> <p>3. If material is under audit testing and there is urgency, supplier may be consulted prior to utilize it.</p> <p>4. In case of audit sample fails in any of test carried out, following penal actions to be taken to ensure good quality supply.</p> <table><tr><th>Sr. No.</th><th>Default</th><th>Penal Action</th></tr><tr><td>a)</td><td>Failure-1</td><td>Replacement of lot</td></tr><tr><td>b)</td><td>Failure-2</td><td>Replacement of lot (+) monetary penalty of 3% plus applicable taxes (if any) of the ex-works value of the lot.</td></tr><tr><td>c)</td><td>Failure-3</td><td>Replacement of lot (+) monetary penalty of 6% plus applicable taxes (if any) of the ex-works value of the lot.</td></tr><tr><td>d)</td><td>Failure-4</td><td>Replacement of lot (+) monetary penalty of 10% plus applicable taxes (if any) of the ex-works value of the lot (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.</td></tr></table> <p>Note:-The aforesaid penal action should be for a particular contract issued by a</p>	Sr. No.	Default	Penal Action	a)	Failure-1	Replacement of lot	b)	Failure-2	Replacement of lot (+) monetary penalty of 3% plus applicable taxes (if any) of the ex-works value of the lot.	c)	Failure-3	Replacement of lot (+) monetary penalty of 6% plus applicable taxes (if any) of the ex-works value of the lot.	d)	Failure-4	Replacement of lot (+) monetary penalty of 10% plus applicable taxes (if any) of the ex-works value of the lot (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.
Sr. No.	Default	Penal Action														
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Place:

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	<p><b>PGVCL against a particular product/rating in that contract.</b></p> <p>From the lots inspected by the User Department Inspector, samples may be picked up at random in presence of suppliers representative and PGVCL representative, from each lots supplied at RSO's or other stores of PGVCL for quality check.</p> <p>The samples picked up will be tested for acceptance test / type test or as decided by PGVCL at NABL / Government approved laboratory in presence of authorized representatives of supplier and PGVCL as per relevant ISS/ BIS/ PGVCL's specifications.</p> <p>The test results will be binding on the suppliers and PGVCL, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of material will be considered as rejected, and if replacement is not possible due to consumption of the material then in that case for whole of the rejected lot, PGVCL will deduct maximum up to 30% (Thirty) of the End Cost Price plus applicable taxes (if any). If the same are not utilized / consumed, then PGVCL may ask for replacement at sole discretion of PGVCL or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price plus applicable taxes (if any), and all these will be binding on the supplier.</p> <p>In case if the material does not confirm to specifications or fails at NABL accredited / Government approved laboratory or other laboratory decided by PGVCL for testing and if subsequent testings are to be carried out (which will solely at PGVCL discretion), then all Testing fees, expenses of the inspector and other expenses incurred by PGVCL plus applicable taxes (if any) as applicable will be to supplier's account. The decision in this regard for acceptance as above of PGVCL shall be final and this will be binding on the supplier.</p> <p><b>Note:- In case of failure of material in audit testing, the payment equivalent to 1.10 times the value of the failed lot only should be withheld from subsequent payment of other lots of items, till the replaced lot confirm in audit testing. No interest will be paid on such amount. Accordingly, supplier should be intimated and penalty if any as per tender terms and conditions should be applicable.</b></p>
54	<p><b>INSPECTION:-</b></p> <p>All supplies are to be offered to the inspection and approval of PGVCL. PGVCL will depute an officer or authorize D G S &amp; D, OR any other Govt. or Govt. Approved agencies (Not private) to carry out the inspection on behalf of PGVCL.</p> <p>At least 30 days' notice should be given prior to the dispatch of the stores in case of plants and equipment's and 15 days' notice in case of general stores, in order to enable PGVCL to detail on inspection. The inspector will inspect selected samples at random for testing as per relevant ISS/BIS / Specifications of PGVCL.</p> <p>PGVCL also reserves the right to waive the inspection before dispatch and authorize the consignee to carry out the final inspection on receipt of the stores at site.</p>
55	<p><b>TERMINATION OF CONTRACT:-</b></p> <p>In case, the supplier fails to deliver the stores / materials / equipments or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, PGVCL shall exercise its discretionary power either</p>

Signature of Tenderer:		Company's Round Seal:
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	<p>a) To recover, from the supplier as agreed, by way of penalty clause above, or</p> <p>b) To purchase elsewhere after giving due notice to the supplier on account and at the risk of the supplier such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery</p> <p>or</p> <p>c) To cancel the contract.</p> <p>In the event of the risk purchase of stores of similar description, the opinion of PGVCL shall be final. In the event of action taken under clause (a) or (b) above, the supplier shall be liable to pay for any loss and applicable GST/Cess which PGVCL may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.</p> <p>The decision of PGVCL shall be final as regards the acceptability of stores supplied by the supplier and PGVCL shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.</p> <p>Further, "PGVCL reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice period of <u>TWO months</u> from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Contract."</p>
56	<p>ARBITRATION: -</p> <p>1. Any dispute, difference, controversy or claim between the Parties arising out of or relating to this contract with reference to the construction, interpretation, breach, termination or validity thereof (hereinafter referred to as "the Dispute") shall, upon the written request of either Party, be referred to the authorized representatives of the Disputing Parties for resolution. The authorized representatives shall promptly meet and attempt to negotiate in good faith a resolution of the Dispute within thirty days of the service of the request.</p> <p>2. If the Parties fail to amicably resolve the disputes or differences or contrary claims as indicated herewith in sub clause (1) of <b>Clause</b>, arising under or in connection with the present agreement, the same shall be referred to the Arbitration Centre (Domestic and International) High Court of Gujarat at Ahmedabad ("the Centre" for short), currently functioning in the High Court Complex, Sola, Ahmedabad for appointment of arbitrator and thereupon, the Centre shall appoint a sole arbitrator and conduct the arbitration proceedings in accordance with its rules. If the parties unanimously agree to appoint three arbitrators, then in that case, each party shall appoint one arbitrator from the panel of arbitrators of the Centre, and the Centre shall appoint the third arbitrator, who will act as the Presiding Arbitrator. Such arbitration shall be the sole and exclusive remedy between the parties for all disputes arising under or in connection with this agreement. The arbitration shall take place at the Arbitration Centre, Ahmedabad, High Court Complex, Sola, Ahmedabad, Gujarat, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, and the proceedings shall be conducted in English. The arbitration award shall be final and binding on the parties.</p>
57	<p>JURISDICTION:-</p> <p>All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, <u>is situated i.e. Rajkot.</u></p>

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58	Offers on Ex-stock or offers requiring no foreign exchange will be considered. Those offers requiring foreign exchange will not be considered.
59	<p><b>SUBMISSION OF OFFERS:-</b>  The firm having single legal entity and having two or more works / factory and submits offers from two or more different works / factory, in such case firm have to pay/ submit separate tender fee, E.M.D., vendor registration etc. for all works / factory and if separate tender fee, E.M.D., vendor registration etc. not paid / submitted, PGVCL reserves the right to consider the offer/s against which the tender fee, E.M.D., vendor registration etc. are paid / submitted. If all above are submitted in such case PGVCL will consider only one lowest offer for allocation of quantity if decided.</p> <p>Many of the tenderers are submitting their offers with the conditions of advance payment along with the order; such conditions are not acceptable by PGVCL.</p>
60	The Tenderer if being an agent, who submits its offer to PGVCL, will have to give information and declare the name of the principle from which he will procure the materials and supply to PGVCL along with company's written confirmation about quality and backup performance guarantee. Only on getting complete information from Agent, such offer if found suitable shall be taken in consideration.
61	Tenderers should agree to submit the Test Certificates in triplicate after inspection is carried out by PGVCL Representative prior to dispatch of materials for PGVCL approval.
62	<p>PGVCL reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons.</p> <p><u>Also in case PGVCL finds that there is an attempt of cartel in the prices, PGVCL reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.</u></p>
63	<p><b>CARTEL: -</b>  If, the Company during the procurement process, observes or suspects any activity on the part of bidders or obtains any knowledge which indicates the existence of cartel for nation amongst the bidders or apprehends the possibilities of cartel as defined under The Competition Act, 2002, the Board of the Company being a Government Company involved in public procurement work, reserve all rights to allot quantities to such bidders, who are not part of the cartel, in any manner deemed fit in the interest of the Company without assigning any reason thereof.</p> <p>Besides the above the purchaser Company, may initiate actions under the Competition Act/ other laws and / or the bidder(s)/ firm(s) will be black listed / stop deal, at its sole discretion.</p>
64	The quantity to be purchased will be decided by PGVCL. The PGVCL reserve the right to reduce the tender quantity as per PGVCL requirement at the time of finalization of the tender.
65	<p><b>QUANTITY TOLERANCE:-</b>  <u>(When the Order placed is in terms of Weight basis/Length basis).</u>  The quantity tolerance shall be allowed <math>\pm 3\%</math> order-wise for total order quantity for</p>

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	<p>each item except cables.</p> <p>The weighment recorded at our consignee shall be considered final for purpose of payment. However where the weighbridge facility are not available and / or weigh bridge is out of order or under capacity, material will be accepted on sectional weight basis / weight recorded at any other nearby weighbridge. If the materials are accepted on sectional weight basis and for weighment difference, the tolerance will be allowed as per provisions of IS: 1852 for weight tolerance.</p>
66	The names of the Partners / Directors / Sole Proprietors and responsible person and his updated Address / Telephone, Fax Numbers (Office & Residential) etc. should be invariably mentioned in the Annexure - 10 of this tender document.
67	The Tenderer must give in his offer, the full name and address with phone, Fax & mobile numbers of the Authorized Representative if any, who has been authorized by the Tenderer to do liaison work with PGVCL on their behalf. Only one Authorized Representative is allowed.
68	The tenderers should invariably write the Tender no., Due date of opening of tender, name and address of the Company / bidder & contact no. , on sealed covers of EMD Cover Documents, otherwise the tender cover without these details will not be opened which may please be noted.
69	<p>All required documents (i.e. DD/Banker's Cheque/Pay Order/Bank Guarantee) related to Tender Fee and EMD amount will have to be submitted in sealed cover on OR before due date and time only <b><u>by Registered Post A.D. or Speed Post</u></b> addressed to The Chief Engineer (Material), PASCHIM GUJARAT VIJ COMPANY LTD., Regd. &amp; Corporate Office, Nana Mava Main Road, Laxminagar, Rajkot -360004. <b><u>(NO COURIER SERVICE WILL BE ALLOWED). HAND DELIVERY OF TENDERS NOT ALLOWED.</u></b></p> <p><b><u>DELAYED AND LATE TENDERS:-</u></b></p> <p>NO DOCUMENTS (i.e. DD/Banker's Cheque/Pay Order/Bank Guarantee) RELATED TO TENDER FEE AND EMD AMOUNT 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 PGVCL SHALL NOT ASSUME ANY RESPONSIBILITY FOR LATE RECEIPT OF TENDER. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.</p>
70	All the suppliers / manufacturers should possess high quality ISO 9001 / ISO 9002 Certificate within 2 years. Other things being equal the company possessing the ISO 9001 / ISO 9002 license will be given preference if other requirements match.
71	The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) along with company seal and signature of the Tenderer on each and every page / papers of the tender documents.
72	<p>The samples if any as indicated in TENDER NOTICE Schedule "A" of the tender, must be submitted within due date and time of online submission to following address only:</p> <p><b>The Deputy Engineer, Regional Store Office, PGVCL, Dudhsagar Road, Rajkot.</b></p> <p>The sample of the successful bidder (i.e. on whom the order will be released) will be kept upto the last supply of material.</p>

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73	All the costs of the stamp papers, other than required for payment is to be made through SIDBI / ICICI by PGVCL, are to be borne by you as per the Govt. Of India's latest guidelines.																																						
74	<p>Tenderer should invariably fill up all the details of all the Annexure including the prices in <u>on line</u> Annexure of this tender. <u>This is mandatory.</u></p> <p>Also all the Annexure should be duly signed by authorized signatories with their rubber stamp and along with Company's Rubber (Round) seal / stamp affixed on each paper in each copies submitted with online documents.</p>																																						
75	<p><b>EMBOSSING OR ENGRAVING:-</b></p> <p>The successful Tenderer wherever possible, will require to emboss / engrave the words "Property of PGVCL" along with the purchase order number on the items such as Insulators, Hardware accessories, Lighting Arrestors, Transformers, Meters, Metal meter boxes, Switches, Distribution boxes, Cable boxes, M.S.Beams and other items as required by PGVCL. Also suppliers should emboss / engrave / affix their company nameplate with details OR manufacturer's name and trademark.</p>																																						
76	If the bidder fails to pay the Security Deposit or defaults in execution of the orders placed or if PGVCL suffers any financial loss due to this, then PGVCL will be at liberty to adjust the amount plus applicable taxes (if any) from other orders of the same firm or by encashing the Bank Guarantee.																																						
77	<p><b>MINIMUM TENDERING QUANTITY:-</b></p> <p>Minimum Tender Quantity to be Offered / Quoted:-</p> <p>77.1 The Bidder, who submits their Bid for a minimum quantity, as specified below for which the firm participated, shall only be considered for price evaluation for particular item.</p> <table><tr><th rowspan="2">Sr. No.</th><th rowspan="2">Tender Value</th><th colspan="2">Minimum quantity to be offered by</th></tr><tr><th>For MSME bidders</th><th>For other bidders</th></tr><tr><td>1</td><td>Up to 1 Cr.</td><td>100%</td><td>100%</td></tr><tr><td>2</td><td>Above 1 Cr up to 5Cr.</td><td>50%</td><td>50%</td></tr><tr><td>3</td><td>Above 5 Cr up to 10Cr.</td><td>25%</td><td>40%</td></tr><tr><td>4</td><td>Above 10 Cr up to 20Cr.</td><td>20%</td><td>25%</td></tr><tr><td>5</td><td>Above 20 Cr up to 35Cr.</td><td>15%</td><td>25%</td></tr><tr><td>6</td><td>Above 35 Cr. Up to 50 Crs.</td><td>10%</td><td>25%</td></tr><tr><td>7</td><td>Above 50 Cr. Up to 100 Crs.</td><td>05%</td><td>15%</td></tr><tr><td>8</td><td>Above 100 Crs.</td><td>2.5%</td><td>10%</td></tr></table> <p>COMPANY shall not consider the Bid of any firm, who quotes for lesser quantity than the minimum quantity mentioned in the Tender document.</p> <p>(a) For getting benefit of above relaxation, Bidders [i.e. Micro, Small and Medium enterprise Unit of Gujarat or outside of Gujarat Bidders only] shall have to submit Notarized copy of Udyam Registration Certificate/valid NSIC/CSPO/DGS&amp;D certificate indicating Micro, Small &amp; Medium category of the firm. This certificate should also indicate the manufacture of items offered, in case of Udyam Registration certificate, it should indicate the manufacture of related group of item. This certificate is to be submitted in online form seal cover in "EMD Cover Documents".</p> <p>Bidders [i.e. Micro, Small and medium enterprise Unit of Gujarat or outside of Gujarat Bidders only] are also requested to note that in the absence of above mentioned documents, no relaxation will be given for minimum tender quantity</p>	Sr. No.	Tender Value	Minimum quantity to be offered by		For MSME bidders	For other bidders	1	Up to 1 Cr.	100%	100%	2	Above 1 Cr up to 5Cr.	50%	50%	3	Above 5 Cr up to 10Cr.	25%	40%	4	Above 10 Cr up to 20Cr.	20%	25%	5	Above 20 Cr up to 35Cr.	15%	25%	6	Above 35 Cr. Up to 50 Crs.	10%	25%	7	Above 50 Cr. Up to 100 Crs.	05%	15%	8	Above 100 Crs.	2.5%	10%
Sr. No.	Tender Value			Minimum quantity to be offered by																																			
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6	Above 35 Cr. Up to 50 Crs.	10%	25%																																				
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8	Above 100 Crs.	2.5%	10%																																				

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	<p>criteria and offer will be rejected out rightly without any correspondence.</p> <p>If the bidder quotes for less than the above minimum tendering quantity for quoting item of tender as will be applicable as above and / or given a delivery schedule which is longer than what is stipulated in the tender, then the offer will not be considered for evaluation and offer will be ignored out rightly without any communication in the matter and any further requests after opening of the tender will also be ignored. This should be taken care of.</p> <p>For item wise minimum tendering quantity please refer Schedule-A of tender.</p>
78	Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.36 of this tender document), then the Price Bids of such tenderers will not be opened and no further correspondences in the matter will be allowed.
79	All the tenderers must ensure that all the relevant documents / papers submitted with the tender should be serially numbered, properly bounded / tied together and properly documented. This must be adhered to.
80	The firm whose supply against the previous order is pending as on the date of opening of the Tender even after completion of their contractual delivery period, such firm will not be eligible for evaluation purpose unless convincing and sufficient reasons satisfactory to PGVCL are furnished by the bidder.
81	<p>Guidelines for placing Vendors / Contractors for Purchase / Works in stop deal / banned for business dealing / black listing:-</p> <p>81.1 The list of indicative reasons for placing the firm in a Stop deal / banned for business dealing / blacklist are as under:-</p> <p>A Firm will be placed in a Stop deal / banned for business dealing, if the Firm -</p> <p>81.1.1 Has submitted fake, false or forged documents/certificates,</p> <p>81.1.2 Has revised/withdrawn price bid after opening of Techno-commercial bid, until and unless it is sought for,</p> <p>81.1.3 Has tampered with the stipulated tendering procedure.</p> <p>81.1.4 Has refused to accept Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by the Company within the validity period and as per agreed terms and conditions,</p> <p>81.1.5 Has committed breach of contract or has failed to perform a contract or has abandoned the contract,</p> <p>81.1.6 Has failed to provide suitable expertise for the work as per prescheduled program.</p> <p>81.1.7 Has failed to submit all the necessary test reports / documents within time schedule / as per company's time limit as mentioned in the LOA, if the Letter of Acceptance (LOA) is placed subject to submission of type reports / documents to the firm.</p> <p>81.1.8 Has indulged in construction and erection of defective works.</p> <p>81.1.9 Has supplied inferior quality / defective materials and refused to replace with stipulated time frame as specified by the company.</p> <p>81.1.10 Has substituted materials in lieu of materials supplied by the Company</p>

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

	<p>or has not returned or has short returned or has unauthorisely disposed of materials / documents/ drawings/ tools or plants or equipment supplied by the Company,</p> <p>81.1.11 Has involved in malpractices such as bribery, corruption, fraud, canvassing and pilferage,</p> <p>81.1.12 Has unauthorisely obtained official company information or copies of documents, in relation to the Tender/ Contract.</p> <p>81.1.13 Has failed to follow the stipulated mode of communication, if specified by the tendering authority/ purchaser.</p> <p>81.1.14 Has parted with, leaked or provided confidential/ proprietary information of the Company given to the firm only for its use (in discharge of its obligations against an order) to any third party without prior consent of the Company,</p> <p>81.1.15 Any other ground for which in the opinion of the Company makes it undesirable to deal with the Firm, and</p> <p>81.1.16 In case the State Government directs the Company to place a firm in stop dealing/ banned for business dealing / black listing.</p> <p>81.2 Effect of putting a firm for Stop dealing / Banned for business dealing:-</p> <p>81.2.1 The proprietor / all the partners / directors of the stop deal/ banned for business dealing/ blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist. All the firms / Company where such proprietor / partners / directors involve or participating as proprietor / partners / directors, such firms / Company shall also be considered for stop deal / banned for business dealing / black list.</p> <p>81.2.2 Once the name of the firm and / or proprietor / partners / directors of the firm appears in the list of Stop dealing / Banned for business dealing / black list in any Company of GUVNL and its Subsidiary Companies,</p> <p>81.2.2.1 No enquiry shall be issued to a firm.</p> <p>81.2.2.2 No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.</p> <p>81.2.3 Action to be taken, when a firm and / or proprietor / partners / directors of the firm is put on Stop dealing / Banned for business dealing / blacklisting by GUVNL or any of its subsidiary Companies, during tender process:-</p> <p>81.2.3.1 Before opening Technical bids, the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Preliminary / Technical Bid.</p> <p>81.2.3.2 After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand</p>
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Signature of Tenderer:		Company's Round Seal:
Date:	Place:	

	<p>as “Rejected Bid” at the time of scrutiny of Technical Bid.</p> <p>81.2.3.3 After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.</p> <p>81.2.3.4 The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.</p> <p>81.2.4 If a Firm is put on Stop dealing / Banned for business dealing/ blacklisting in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.</p> <p>81.2.5 The amount of EMD/ SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.</p> <p>81.2.6 When a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the manufacturing works / units of the Firm shall be on Stop dealing/ Banned for business dealing/ blacklist for GUVNL and its Subsidiary Companies &amp; for all Services of the Firm.</p> <p>81.2.7 If the Firm placed on Stop Dealing/ Banned for business dealing/ blacklist is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing/ blacklist. The Managing Director of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service / Supply, for his Company only.</p> <p>81.3 Every bidder should, at the time of submission of bid, give a declaration that bidder and/or proprietor/ partner/ director of the firm has not been placed on Stop dealing / Banned for business dealing / blacklisting by GUVNL and it's any Subsidiary Companies.</p>
82	<p>AS PER THE NOTICE OF THE INVITATION OF TENDER (NEWS PAPER ADVERTISEMENT), THE TENDER IS INVITED ON E-TENDERING (ON - LINE) SYSTEM, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY AND ANY DEVIATION WILL BE FOUND IN THE OFFER, THE TENDERS / OFFERES WILL BE OUTRIGHTLY REJECTED AND NO ANY FURTHER COMMUNICATION IN THE MATTER WILL BE ENTERTAINED.</p> <p>[A] All the relevant documents as per requirement of the Tender fee and EMD amount are to be submitted physically in sealed cover on OR before due date and time. All such documents should be strictly submitted by RPAD/speed post only.</p>

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

	<p>Otherwise the offer will not be considered and no any further communication in the matter will be entertained.</p> <p>[B] Any deviation found in Data / Details / Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, etc.) of bidder, offer of the same shall be liable for rejection at the discretion of PGVCL.</p> <p>Further bidders are requested to submit price - bid in 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.</p> <p>[C] It is mandatory for all the bidders to submit their Tender fee and EMD amount documents (if required) in both forms viz. on - line (e - tendering) and physically in schedule time. If these 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.</p>
83	<p>Purchase agreement: -</p> <p>It is mandatory to execute an AGREEMENT (on Non-judicial stamp paper of Rs.300/- duly Notarized) between Company i.e. PGVCL &amp; successful bidders in the form attached hereto.</p> <p>“The Supplier will bear the cost of the Stamp Paper”</p>
84	All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.
85	<p>Applicable to transformer tenders only:-</p> <p>The supplier's shall have to return guarantee failed Transformers duly repaired and tested as per approved GTP and tender specifications within 30 days from the date of receipt at repair shop without any cost, failing which the bank guarantee submitted by them shall be encashed without any Notice and all business will be stopped with said supplier at least for a period of 3 years.</p>
86	<p>Conflict of interest among bidders/agents:</p> <p>A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:</p> <ul style="list-style-type: none"> <li>a) they have proprietor/ partner(s)/ Director(s) in common; or</li> <li>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</li> <li>c) they have the same legal representative/ agent for purposes of this bid; or</li> <li>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or</li> <li>e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which</li> </ul>

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

	<p>the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding manufacturer in more than one bid.</p> <p>f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/ dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> <li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li> <li>2. Indian/ foreign agent on behalf of only one principal.</li> </ol> <p>g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;</p> <p>h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/ similar line of business.</p> <p>i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.</p> <p>Every bidder should, at the time of submission of bid, give a declaration, that bidder shall not have conflict of interest with other bidders for particular quoted item, as above.</p>
87	<p>The supplier has option to submit single Bank Guarantee, to cover execution period and Guarantee/Warranty period, equivalent to higher of two Bank Guarantees i.e. Security Deposit for execution period and Performance Guarantee for Guarantee/ Warranty period as mentioned in Clause no. 11 &amp; 45 of commercial terms &amp; condition.</p> <p>It should be valid till the completion of Guarantee/Warranty period including additional one month.</p> <p>However, in case of the delay in execution/delivery extension of Purchase Order, the supplier shall have to extend such Bank Guarantee accordingly.</p>
88	<p>Participation by Foreign Manufacturers (other than propriety items) in:-</p> <ol style="list-style-type: none"> <li>88.1. The Vendor Registration shall be given to Original Equipment Manufacturer (OEM) only. The Traders / Dealers / Agent shall not be considered for the above registration.</li> <li>88.2. The OEM Vendor while registration shall have to declare the Country of Origin i.e. the place where the OEM's Manufacturing Units exist.</li> <li>88.3. OEM is required to pay Vendor Registration Fees as applicable at the time of registration.</li> <li>88.4. At the time of participation in the Tender, the OEM is required to pay Tender Fees and EMD as applicable for the Tender.</li> <li>88.5. On award of the Contract to such OEM, they shall have to submit Performance Guarantee for successful execution of supply as specified in Letter of Acceptance and for satisfactory performance of the equipment supplied as specified in the Order either in form of remittance or through</li> </ol>

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

	<p>a Bank guarantee. In case of Bank guarantee issued by Bank situated outside India, the same shall be confirmed by its correspondent Bank in India.</p> <p>88.6. The Foreign OEM must submit all the required documents in English language. In case, if any documents are in any other language than English, the same must be translated in English and should be duly notarized. The OEM shall be fully responsible for any mistake / misrepresentation or any kind of discrepancy in the same.</p> <p>88.7. Foreign OEMs to confirm for design, manufacturing &amp; testing of equipment as per relevant IS / IEC / ANSI / any International Standards with latest amendments.</p> <p>88.8. OEM shall confirm for free replacement / repair within the Guarantee / Warrantee period of equipment. OEM shall also confirm for services and spares at reasonable rates for Ten Years after Guarantee Period.</p> <p>88.9. All Acceptance Tests shall be carried out in presence of Purchaser Company's Engineer / Representative at OEM's Works without any extra cost to the Purchaser Company. However, if required, the Acceptance Test shall be carried out in any NABL approved Laboratory in India for which the cost will be borne by the Firm.</p> <p>88.10. In case the Tender is invited on FOR destination basis, then OEM may avail service related to Customs Clearance, Shipping / Air Freight, Local Transportation, Unloading, and verification through Indian Sole Agency / Firm / Distributor / Representative.</p> <p>88.11. For dispute, if any, the Indian Judicial as defined in the Tender by the Company shall be binding on Foreign OEM.</p> <p>88.12. Foreign OEM to abide &amp; act as per the Indian Govt. Rules &amp; Regulation in Toto. Foreign OEM should obtain GST Registration No. and quote all relevant elements of price bid including GST.</p> <p>88.13. Bid Currency: - Indian Rupees only.</p> <p>88.14. Any statutory variation in Taxes / Duties including GST and Cess as applicable in India during contractual delivery schedule shall be payable / receivable as mentioned in clause no. 19.</p> <p>88.15. Normally e-procurement is done through M/s (n) Code Solutions only and if Foreign Bidder wishes to participate directly then they have to request Purchaser for allotment of Digital Key for e-procurement within Fifteen Days from the date of NIT. On request of Foreign Bidder, the Purchaser may forward the request to the Authority issuing e-procurement Key for providing Key to OEM. The necessary charges shall have to be paid by the Bidder directly to (n) Code Solution.</p> <p>Note: It is to be noted by the Foreign OEM / Bidder that minimum Five Days are required for allotment of e-procurement Key on receipt of payment.</p> <p>88.16. The Contract document shall be signed by the Bidding Company's Representative, who shall be duly authorized by the Board of Directors of the Bidding Company. The bidding document shall contain the Board Resolution in this regards. The bidding documents shall also contain the Specimen Signature of the Authorized Representative duly attested by the CEO / COO / CFO of the Company.</p>
89	<p>Tender participation by an Indian Agent / Associate quoting on behalf of the Principal / Manufacturer abroad on FOR destination basis:-</p> <p>89.1 It is preferred that the Manufacturer is expected to quote rates directly in</p>

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

	<p>response to Tender. In case, if it is not possible and the Bid is being submitted through their Indian Agent / Associate, the OEM shall authorize such Indian Agent / Associate for the entire tenure of the Contract i.e. Sixty days after the completion of Warranty / Guarantee period.</p> <p>89.2 Bidder shall submit the confirmation from OEM for free replacement / repair within the Guarantee / Warrantee period of equipment. OEM shall also confirm for services and spares at reasonable rates for Ten Years after Guarantee Period.</p> <p>89.3 The Indian Agent / Associate shall submit Bid on their own Letter Head along with letter (in original) issued from the OEM clearly mentioning that they are bound by the Terms and Conditions of Bid submitted by the Indian Agent / Associate on their behalf and Vendor Registration Letter issued by subsidiary Companies of the GUVNL in the name of OEM.</p> <p>89.4 In a Tender, either the Indian Agent on behalf of the Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item / product in the same Tender.</p> <p>89.5 If an Agent submits Bid on behalf of the Principal / OEM, the same Agent shall not submit a Bid on behalf of another Principal / OEM in the same Tender for the same item / product.</p> <p>89.6 Bid currency: - Indian Rupees only.</p> <p>89.7 Any statutory variation in Taxes / Duties in India including GST and cess as applicable during Contractual Delivery Schedule shall be payable / receivable as mentioned in clause no. 19.</p> <p>89.8 Indian Agent / Associate have to pay EMD, Tender Fees, PBG as per Tender Condition.</p> <p>89.9 The Indian Agent and OEM both are responsible for successful execution of the Contract.</p> <p>89.10 Foreign OEM should also confirm that they are having all the testing facilities as required for testing of the equipment as per relevant IS / TEC / ANSI with their latest amendments.</p> <p>89.11 Foreign OEMs have to confirm for design, manufacturing &amp; testing of equipment as per relevant IS / IEC / ANSI with latest amendments.</p> <p>89.12 Agency quoting for the equipment, OEM should give commitments for full technical / financial back up / after sales support including spares and confirm that the products are as per Technical Specification &amp; type tested as per IEC / IS / Specification from accredited Laboratory.</p> <p>89.13 For bidding purpose, the OEM shall permit only one Indian Agent / Associate to participate in the Bid, as its Sole Agency.</p> <p>89.14 All Acceptance Tests shall be carried out in presence of Company's Engineer / Representative at OEM's Works without any extra cost to the Company. However, if required, the Acceptance Test shall be carried out in any NABL approved Laboratory in India for which the cost will be borne by the Company.</p> <p>89.15 For dispute, if any, the Indian Judicial as defined in the Tender by the Company shall be binding on Foreign OEM.</p> <p>89.16 Over and above following documents shall be submitted:</p> <p style="padding-left: 40px;">89.16.1 Attested photo copies of all Agreements with the Principal including Supplementary Agreement covering appointment as Authorized Representative / Agent &amp; terms relating thereto.</p> <p style="padding-left: 40px;">89.16.2 The nature of services to be rewarded by an Authorized</p>
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Signature of Tenderer:		Company's Round Seal:
Date:	Place:	

	<p>Representative / Agent &amp; the Commission payable to him shall unambiguously reflect in the Contract.</p> <p>89.16.3 PAN No. Disclose Name &amp; Address of Bankers within &amp; outside Country</p> <p>89.16.4 Income Tax No. of Foreign Supplier.</p> <p>89.16.5 Balance Sheet of last 3 years to be submitted.</p> <p>89.16.6 Previous professional background &amp; suitable details regarding the nature of the business undertaken by the Agent.</p> <p>89.16.7 Attested certified copy of GST</p>
90	<p>The terms and conditions of this tender are derived from the provisions stated under prevailing Purchase Policy-2016 (alongwith its amendments) of GUVNL. If any dispute or discrepancy arises in any respect at any stage, the aforesaid Purchase Policy-2016 and its amendments made by GUVNL shall be considered as final and obligatory to the either side. Purchase Policy-2016 and its amendments are available at our website <a href="http://www.pgvcl.com">www.pgvcl.com</a>.</p>

## E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO. PGVCL/ \_\_\_\_\_

## APPENDIX - I

(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 ' bidder ' ) wish to participate in the tender No. \_\_\_\_\_ for \_\_\_\_\_ of (Supply/ Erection/Supply & Erection Work) (Name of the material / equipment / Work) for \_\_\_\_\_ Paschim Gujarat Vij Company Limited and WHEREAS a Bank Guarantee for (Hereinafter called the "Beneficiary") Rs. \_\_\_\_\_ (Amount of EMD) valid till \_\_\_\_\_ (Mention here date of validity of this Guarantee which will be 6 (SIX) months from the date of the submission of Tender's offer) which is required to be submitted by the bidder 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 Paschim Gujarat Vij Company Limited 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 Paschim Gujarat Vij Company Limited on behalf of the bidder .

We \_\_\_\_\_ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the bidder within its validity or Non submission of Security Deposit by the bidder within one month from the date tender or a part thereof has been accepted by the Paschim Gujarat Vij Company Limited would constitute a default on the

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

part of the bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the bidder and that the encashed amount is liable to be forfeited by the Beneficiary.

This agreement shall be valid and binding on this Bank upto 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 bidder 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 bidder and the PGVCL.

"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. PGVCL). 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  
AUTHORISED SIGNATORY WITH  
OFFICIAL ROUND SEAL

Note:

The Bank Guarantee shall be from the Nationalized Banks or any other Banks, as Notified by the Finance Department, Govt. of Gujarat from time to time.

While issuing a bank Guarantee, the issuing applicant must mention receiver's detail as under;

Name of bank : ICICI Bank

IFSC Code Of Bank : ICIC0000848

Branch Name : ICICI Bank Yagnik Road

Additionally for the utilization of the e-Bank Guarantee (e-BG) Platform of NeSL, PGVCL also accept e-bank guarantees.

For issuance of e-BG required necessary Details of PGVCL is as below:

1. Name of Beneficiary's Representative - **PASCHIM GUJARAT VIJ COMPANY LIMITED**

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

2. Beneficiary Email Id - **bgcell.pgvcl@gebmail.com**
3. Beneficiary Mobile No. - **0281-2380425**
4. Beneficiary PAN - **AADCP1453C**
5. Beneficiary Date of Incorporation/Birth - **15.09.2003**
6. Beneficiary Legal Constitution - **Government**
7. Beneficiary UIN Number - **AADCP1453C**
8. Beneficiary BU Code - **D1** (As per list Business activity code - D1 - Electric Power generation, transmission and distribution)
9. Portal ID- **NESL Platform**

[ON STAMP PAPER OF RS.300/-]

### FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (PBG) towards execution / supply Period  
as per as per clause no 11 of 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 \_\_\_\_\_ (Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company) 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 \_\_\_\_\_ (GUVNL/ subsidiary Company) 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

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

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 Authorised Signatory with Official Round Seal.</b>
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Note:

The Bank Guarantee shall be from the Nationalized Banks or any other Banks, as Notified by the Finance Department, Govt. of Gujarat from time to time.

While issuing a bank Guarantee, the issuing applicant must mention receiver's detail as under;

Name of bank : ICICI Bank

IFSC Code Of Bank : ICIC0000848

Branch Name : ICICI Bank Yagnik Road

Additionally for the utilization of the e-Bank Guarantee (e-BG) Platform of NeSL, PGVCL also accept e-bank guarantees.

For issuance of e-BG required necessary Details of PGVCL is as below:

1. Name of Beneficiary's Representative - **PASCHIM GUJARAT VIJ COMPANY LIMITED**
2. Beneficiary Email Id - **bgcell.pgvcl@gebmail.com**
3. Beneficiary Mobile No. - **0281-2380425**
4. Beneficiary PAN - **AADCP1453C**
5. Beneficiary Date of Incorporation/Birth - **15.09.2003**
6. Beneficiary Legal Constitution - **Government**
7. Beneficiary UIN Number - **AADCP1453C**
8. Beneficiary BU Code - **D1** (As per list Business activity code - D1 - Electric Power generation, transmission and distribution)
9. Portal ID- **NESL Platform**

**ON STAMP PAPER OF RS.300/-]**

**FORM OF BANKER'S UNDERTAKING**

**[For Performance Guarantee (PBG) towards Guarantee/ Warranty Period as per clause no.45 of 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 \_\_\_\_\_ (*Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company*) or any officer authorized by it in this behalf any amount up to not exceeding Rs. \_\_\_\_\_ (*Amount of Performance Guarantee towards Guarantee/*

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

Warranty period), (Rupees \_\_\_\_\_ (in words)) to the said \_\_\_\_\_ (*GUVNL/ subsidiary Company*) 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.
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Note:

The Bank Guarantee shall be from the Nationalized Banks or any other Banks, as Notified by the Finance Department, Govt. of Gujarat from time to time.

While issuing a bank Guarantee, the issuing applicant must mention receiver's detail as under;

Name of bank : ICICI Bank

IFSC Code Of Bank : ICIC0000848

Branch Name : ICICI Bank Yagnik Road

Additionally for the utilization of the e-Bank Guarantee (e-BG) Platform of NeSL, PGVCL also accept e-bank guarantees.

For issuance of e-BG required necessary Details of PGVCL is as below:

1. Name of Beneficiary's Representative - **PASCHIM GUJARAT VIJ COMPANY LIMITED**
2. Beneficiary Email Id - **bgcell.pgvcl@gebmail.com**
3. Beneficiary Mobile No. - **0281-2380425**
4. Beneficiary PAN - **AADCP1453C**
5. Beneficiary Date of Incorporation/Birth - **15.09.2003**

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

6. Beneficiary Legal Constitution - **Government**
7. Beneficiary UIN Number - **AADCP1453C**
8. Beneficiary BU Code - **D1** (As per list Business activity code - D1 - Electric Power generation, transmission and distribution)
9. Portal ID- **NESL Platform**

**[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 \_\_\_\_\_ (Name of Gujarat Urja Vikas Nigam Ltd./ subsidiary Company) 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 \_\_\_\_\_ (GUVNL/ subsidiary Company) 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:

**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.**

Signature of Tenderer:

Date:

Place:

**Company's Round Seal:**

**Note:**

The Bank Guarantee shall be from the Nationalized Banks or any other Banks, as Notified by the Finance Department, Govt. of Gujarat from time to time.

While issuing a bank Guarantee, the issuing applicant must mention receiver's detail as under;

Name of bank : ICICI Bank

IFSC Code Of Bank : ICIC0000848

Branch Name : ICICI Bank Yagnik Road

Additionally for the utilization of the e-Bank Guarantee (e-BG) Platform of NeSL, PGVCL also accept e-bank guarantees.

For issuance of e-BG required necessary Details of PGVCL is as below:

1. Name of Beneficiary's Representative - **PASCHIM GUJARAT VIJ COMPANY LIMITED**
2. Beneficiary Email Id - **bgcell.pgvcl@gebmail.com**
3. Beneficiary Mobile No. - **0281-2380425**
4. Beneficiary PAN - **AADCP1453C**
5. Beneficiary Date of Incorporation/Birth - **15.09.2003**
6. Beneficiary Legal Constitution - **Government**
7. Beneficiary UIN Number - **AADCP1453C**
8. Beneficiary BU Code - **D1** (As per list Business activity code - D1 - Electric Power generation, transmission and distribution)
9. Portal ID- **NESL Platform**

**(on Non-judicial stamp paper of Rs.300/- duly Notarized)**

## **A G R E E M E N T**

**THIS AGREEMENT** made on this ..... day of ..... Two thousand .....

### **BETWEEN**

..... (Name of the Company), having Registered Office at ..... and represented by ..... (Name and designation of the Authorized Officer (herein after called "**The Supplier**", which expression where the context so requires or admits shall include his legal heir, administrators, executors, assignees and legal representatives) of the **ONE PART**.

### **AND**

..... (Name of the Company), having Registered Office at ..... and represented by ..... (Name and designation of the Authorized Officer (here in after called "**The Purchaser / purchaser Company**", which expression where the context so requires or admits shall include his administrators, executors, authorised person, assignees and legal representatives) of the **OTHER PART**.

**WHEREAS**, the Supplier willingly submitted bids for the Tender No.....of the Purchaser company for supply of ..... **[Name of the material / items to be supplied by the Supplier]** 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.

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

**AND WHEREAS THE PURCHASER** Company has accepted the tender of the Supplier for the supply for the total sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) \*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. .... dtd. .... as well as in the form of Acceptance of Tender (AT) / Letter of Acceptance (LOA) No. .... dtd. .... which will hold good & valid during the period of this Agreement.
- (2) The supplier shall do and perform for all supplies and things in this agreement mentioned and described or which are implied therein or therefrom 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.
- (3) 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.
- (4) 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. .... (Rupees .....only) with the Purchaser Company towards performance guarantee of execution period i.e. for security deposit of the supply material / items.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) 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.

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

(11) The following is the Schedule forming part of this agreement as provided herein above:

**SCHEDULE**

List of documents:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

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

**Place:**

**Date:**

1. Signed, Sealed and delivered by :

**(Signature with Name, Designation & official seal / stamp)**

For and on behalf of M/s. \_\_\_\_\_ (Supplier)  
*(Complete Name, Address of the authorised person of the Supplier with Authority letter or Board's Resolution in case of company)*

In the presence of Name, full Address & Signatures:

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

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

2. Signed, Sealed and Delivered by :

**(Signature with Name, Designation & official seal / Stamp)**

For and on behalf of \_\_\_\_\_ (Purchaser),  
*(Complete Name, Designation & Location / Address of the authorised officer as per DOP of the Purchaser Company)*

In the presence of Name, Full Address & Signature:

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

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

**Note:-**

1. All successful Bidders will have to sign a Contract Agreement in above prescribed format, on Non-judicial stamp paper of Rs.300/- duly Notarized - .

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

2. From the successful Bidder's side the Agreement can be signed by the Authorized Representative as under:

- a) 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;
- b) 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; &
- c) 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.

3. The Security Deposit, if any, is duly paid as stipulated in the Agreement and that meets with the Condition stipulated in the Tender;

### **ANNEXURE - 1**

Subject:- Supply of \_\_\_\_\_

Reference:- Tender enquiry No. PGVCL/PROC/  
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 Specifications 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 specifications (except the deviations shown in Annexure of Technical Deviations as per clause no.36 of this tender document).
3. Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.36 of this tender document), 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 :

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

Name of the Tendering Firm / Agency :

**ANNEXURE - 2**

I / WE, confirm that following documents are uploaded in the technical stage of the offer.

Sr. No.	Details	Confirmation (Tick ✓ any one)
1	Firm's details as per "Annexure -3"	YES / NO
2	Copy of the un-priced schedule (Description and quantity of items offered in price schedule without price). "Annexure - 4".	YES / NO
3	Delivery schedule as per "Annexure- 5"	YES / NO
4	Past experience details as per "Annexure-6"	YES / NO
5	Performance certificates as per "Annexure-7"	YES / NO
6	Type test reports as per "Annexure-8"	YES / NO
7	Certificate of Important Instruction & Certificate-A	YES / NO
8	PGVCL technical specification duly signed and with seal of firm.	YES / NO
9	Guaranteed Technical particulars submitted in PGVCL Performa only.	YES / NO
10	ANNEXURE - 10	YES / NO
11	ANNEXURE - 11	YES / NO
12	ANNEXURE - 13	YES / NO
13	ANNEXURE - 14	YES / NO

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

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

**ANNEXURE - 3****DETAILS OF THE FIRM**

Tenderer may **MANDATORILY** fill all the details in this form.  
(These details are necessary to create the database of suppliers)

Supplier Name			
Within Gujarat / Outside Gujarat			
Pvt. Firm / Public Ltd. / State Govt. Under taking / Central Govt. undertaking		(Indicate the relevant status)	
Supplier Category		Manufacturer/Trader	
Vendor Registration Letter No. & Date (If registered and Letter issued by GUVNL(Formerly GEB))			
Vendor Registration Fee		Paid / Not Paid (Tick any one, for New Entrants)	
Vendor Registration Date			
Vendor Registration Validity Period		From Date_____ to Date_____	
GST Registration No. and GST Date			
Udyam Registration Certificate 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)			
License Type (ISO9001/9002)		ISO 9001 / ISO 9002 (Tick Applicable)	
License Validity Period		From Date_____ to Date_____	
Address of	Registered Office	Factory Works	Authorized Representative
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos.(Office)			
Phone Nos.(Residence)			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Email-id			

**DETAILS OF PROPRIETOR/ALL PARTNERS /ALL DIRECTORS OF FIRM / COMPANY = THIS IS MUST**

Sr. No.	Name of Proprietor/ Partners /Directors as per PAN CARD	e- mail ID	Address of Office & Contact Phone / Fax No. / Mobile No. as per Govt. Record	Address of Residence & Contact Phone / Fax No./ Mobile No. as per Govt. Record	PAN No.	DIN no. in case of Director

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

**ANNEXURE - 4****UN - PRICED SCHEDULE (COPY WITHOUT PRICES)**

Sr. No.	Details of the Items / Equipments Offered	Quantity Offered	Firm's Per Annum Production Capacity for the offered item / items.

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

**ANNEXURE - 5****DELIVERY SCHEDULE:-**

Tenderer should furnish their Delivery Schedule of the tendered items in the following table.

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

Sr. No.	Details of the Items / Equipments Offered	Tenderers Commencement Period from the date of receipt of LOA.	Tenderer's Delivery Schedule after Commencement period.

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

**ANNEXURE- 6**

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

Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTED. YES/NO	STATUS, IF ORDER UNDER EXECUTION	REMARKS
<b>A</b>	<b>GEB (Now GUVNL)/PGVCL/UGVCL/DGVCL/MGVCL/PGVCL</b>						
1)							
2)							
3)							
4)							
5)							
<b>B</b>	<b>OTHER STATE ELECTRICITY Board's:</b>						
1)							
2)							
3)							
4)							
5)							
<b>C</b>	<b>PRIVATE FIRMS:</b>						
1)							
2)							
3)							
4)							
5)							

Signature of Tenderer:		
Date:	Place:	
		<b>Company's Round Seal:</b>

**ANNEXURE - 7****LIST OF PERFORMANCE CERTIFICATES UPLOADED IN THE TECHNICAL STAGE**

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

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

**ANNEXURE- 8**

LIST OF TYPE TESTS REPORTS SUBMITTED UPLOADED IN TECHNICAL STAGE.

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.

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

**ANNEXURE - 9**

LIST OF THE TENDER DRAWINGS UPLOADED WITH THE TECHNICAL STAGE.

Sr. No.	Description	Drawing Number	Number of Sheets
1	2	3	4

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

**ANNEXURE - 10**

Vendor must fill up below details

1	PRICES: [FIRM/VARIABLE] (Please Specify)	
2	GST : [In percentage] (If opted for Composition under GST, please mention "C" instead of percentage) (In case different rate of GST applicable on different items, details shall be provided separate annexure) Please quote your GST Registration No.& Date of the location wherefrom Supplier / Contractor intends to supply goods / services)	_____ %
3	PENALTY TERMS AGREED: (Please Specify YES / NO.)	
4	PERFORMANCE GUARANTEE TO COVER EXECUTION PERIOD (SECURITY) TERMS AGREED: (Clause no.11)(Please Specify YES / NO.)	
5	PERFORMANCE GUARANTEE TO COVER WARRANTY PERIOD TERMS AGREED:(Wherever applicable): (Clause no.45)(Please Specify YES / NO.)	
6	DELIVERY TERMS AGREED: (Please Specify YES / NO.)	
7	VALIDITY OF THE OFFER AGREED: (Please Specify YES / NO.)	
8	PAYMENT TERMS AGREED: (Please Specify YES / NO.)	
9	ITEMS OFFERED With Quantity:	
10	TELEPHONE NOS. & FAX NO:	
11	Authorized person of the firm:	
12	Name of the proprietor, partners, directors [as the case may be], along with address, telephone, fax no. etc.	
13	If Vendor Registration is Done: (Please submit copy of Vendor Registration approval letter in the EMD cover).	

Note: % age/amount of VAT/GST/Cess will be considered as offered in price bid.

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

**ANNEXURE - 11**

Vendors must furnish the below details along with technical Bid.

- I. The financial turn over for the last three years.
  
- II. Supply of materials in quantity for the last three years.
  
- III. *Supply of materials in quantity to PGVCL/ MGVCL/ DGVCL/ UGVCL/ GUVNL for the last three years.*
  
- IV. The yearly capacity to manufacture the materials in quantity.
  
- V. Quantity offered against the tender [minimum \_\_\_\_\_%]
  
- VI. The order on hand in quantity with delivery schedule.

.....

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

## ANNEXURE - 12

TECHNICAL DEVIATIONS IF ANY TO BE FURNISHED IN THIS ANNEXURE ONLY AND TO BE  
UPLOADED IN TECHNICAL STAGE.

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

**ANNEXURE - 13**

(To be submitted in online mode)  
(UNDERTAKING IN REGARD TO QUOTED PRICE)

(All bidders will have to furnish the following undertaking duly filled in, for all the quoted item/s of the tender along with online Technical Stage)

We accept and undertake that PGVCL is authorized to place LOA/Purchase Order at lower 'unit ex-works price with GST on ex-works price' than the 'unit ex-works price with GST on ex-works price' quoted/offered by us in the present tender of PGVCL for tendered item/(s) with similar specifications as per the above tender of PGVCL, which is quoted/offered to other subsidiary company of GUVNL, during the period of past 30 days from last date of submission of this tender to next 30 days after the last date of submission of bid of this tender by PGVCL.

We also understand that LOA /Purchase Order placed by one Subsidiaries of GUVNL on the basis of above undertaking shall not be considered as 'offered' price for the tender items in subsequent tender by other Subsidiaries of GUVNL, if it is not within period mentioned above.

☐

I / We accepts above undertaking.

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

**ANNEXURE - 14****(UNDERTAKING IN REGARD TO STOP DEAL/ BANNED FOR BUSINESS DEALING / BLACK LIST THEREOF)**

Sub:-Undertaking In regard to Stop Deal / Banned for Business dealing /  
/Black List Thereof

Ref:- Tender No: PGVCL/RJT/PROC/\_\_\_\_\_

All bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the tender and uploaded in Technical Stage.

-----

I/We\_\_\_\_\_

authorized signatory of M/s\_\_\_\_\_ hereby

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

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

**ANNEXURE - 15**

Vendors must furnish the Banker's/Bankdetails along with technical Bid in online mode.  
(This is Mandatory)

1	Name of Banker/Bank:-							
2	Full address of Banker/Bank with PIN Code:-	<div>PIN Code</div> <table border="1"> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>						
3	Fax No. Of Banker/Bank:-							
4	Phone No. of Banker/Bank:-							
5	E-Mail Address of Banker/Bank:-							

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

**ANNEXURE - 16****(TO BE SUBMITTED IN ONLINE / e-TENDERING FORMAT)****CONFLICT OF INTEREST (As per Cl. No. 86 of Tender Commercial terms & conditions)**

Ref.:

Date:

“I / We declare that we do not have conflict of interest with other bidders for particular quoted item/s”.

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

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

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

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

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

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

Tender No: PGVCL/  
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**

Place:

**With Designation.**

Date:

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

**PASCHIM GUJARAT VIJ COMPANY LTD.**

**Regd.& Corporate Office: Nana mava main road, Laxminagar,  
Rajkot-360004**

Tender No: PGVCL/

Due On:-

**IMPORTANT INSTRUCTIONS**

1. The Tenderer should clearly give certificate alongwith the Technical Bid in online mode:

“This is to confirm and certify that the offer submitted by me is strictly in accordance with PGVCL Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. **There is no commercial or Technical deviation (except the deviations shown in Annexure of Technical Deviations as per clause no.36 of this tender document) in the offer from PGVCL Tender Specification.** I undertake to abide by PGVCL Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per PGVCL Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me. I also undertake to abide by all commercial conditions of PGVCL, including delivery schedule.”

\_\_\_\_\_  
(Signature of the Tenderer)

2. Any offer without above certificate will not be considered and the tender will be outrightly ignored in the absence of above certificate.
3. After opening of the Tender, if it is found that the offer given by the Tenderer is not according to PGVCL specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then PGVCL will not deal with the firm for the present Tender. It is, therefore requested that the Tenderer should take care in giving their offer and submission of documents, including Type Test certificate.
4. The conditional tenders will not be accepted.

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

**VENDOR REGISTRATION APPLICATION FORM:**

1.
  - a) Name of the Firm
  - b) Year of Establishment.
  - c) The date of commencement of commercial production.
  - d) PAN / TAN No. (Attach certified copy).
  - a) GST Registration No. (Attach Certified copy).
2. Address of the Factory / Works from where material will be supplied
  - a) Full Address:
  - b) Telephone No.
  - c) Fax No.
  - d) e - mail ID.
3. Address of the Registered Office.
  - a) Full Address:
  - b) Telephone No.
  - c) Fax No.
  - d) e-mail ID.
4. Whether Proprietary or Partnership or Pvt. Ltd., or Public Ltd.(Copy of Income Tax Returns for 3 years in case of Proprietary Firm, Partnership Deed in case of Partnership Firm and Memorandum and Article of Association in case of Company)
5. Name of the Proprietor / Partners / Directors.
6.
  - a) List of items / materials to be registered for supply with rating / description. The relevant IS Number shall be mentioned.
  - b) Details of Registration nonrefundable fees of Rs. \_\_\_\_\_ vide Cheque / D.D. No. \_\_\_\_\_ dated \_\_\_\_\_ issuing Bank \_\_\_\_\_. (Attach a copy of Money Receipt issued by the Company)
7. Whether the Factory is owned by the Firm (documentary evidence of Ownership must be produced). In case Firm does not own factory but utilize the facility for manufacturing / fabrication of equipment's / stores for which Firm has applied on Live & License or other basis, the Firm should furnish valid Legal Agreement that factory of (here indicate the Name of the Firm whose factory is being utilized) has

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

been put at the Firm's disposal at least for Five Years at the time of Registration / Re-registration for the equipment's / stores for which the Firms have applied.

8. Name and Full Address of the Bankers and Account No. along with details of credit facilities sanctioned.
  - a) Total investment excluding Loan Capital (Pl. attach Certified True Copy of the last 3 years' Balance Sheets)
  - b) Total turnover for last Three Years.
  - c) Copies of Income Tax Return for last 3 years.
9. Loan Capital with Bank Limit.
10. Copy of latest Income Tax Clearance Certificate.
11. Product manufactured with complete description.
12. Area of land occupied by the Factory.
13. Built up area of the Factory.
14. No. of Working Shifts in the Factory.
15. Factory License No. (Notarized Copy)
16. SSI and NSIC/ DGS&D/ CSPO Certificate No.(Notarized Copy)
17. Value of Plant and Machinery certified by SSI in case of SSI Units, along with the date of assessment of said value.
18. If registered under the Companies' Act or any other Act, give Registration No. and Date of Registration etc. along with copy of Registration Certificate.
19. Whether the product manufactured carry ISI mark (Please specify YES / NO)
20. Whether registered with other Power Utilities DGS&D, Other Govt. and Semi-Govt. Deptt. and validity thereof. (attach a copy such Registration Certificate)
21. Details of machinery installed with their capacities.
22. Details of testing equipment with their capacities and details of Calibration.
23. a) Qualified personnel working in the Factory / Office, their academic Qualification and Experience.

Particulars	Name	Qualification	Experience
a) Managerial			
b) Production / Work Staff			

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

- c) Quality Control Staff
- b) Other Personnel working in the Factory and their experience.
  - a) Skilled
  - b) Unskilled
  - c) Other.
- 24. a) Is testing record maintained and if so, since when
- b) Type Tests as per Standards (This is must for Registration)
- 25. Method adopted for Quality Control
- 26. Is the person in charge for Quality Control independent of production control?
- 27. Distinguished marks or method employed to identify materials, if any.
- 28. Source of supply of Raw Materials (with address)
- 29. a) Production Capacity per annum (quantity)
- b) Maximum production per annum (in quantity as well as value) achieved so far.
- 30. a) Details of order executed indicating quantity, value, Purchaser's Name, Order No. and Date, Quantity Supplied till actual completion date, (self certified statement to be attached).
- b) Please confirm whether your Firm and/or proprietor/ partner/ director of the firm is not under Stop Deal / banned for business dealing / Blacklisted by any Power Utility or Offices, Submit details. This is must (Affidavit by Director is required)
- 31. Estimate of stocks of raw material held and the estimated Production on single shift basis from the stock so available.
- 32. Result of sample testing.
- 33. List of items holding ISO 9001 Certificate.
- 34. Remarks.

Signature

Date:

Place:

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

## LIST OF DOCUMENTS TO BE ATTACHED WITH VENDOR REGISTRATION FORMS.

Following Original or Notarized documents in Gujarati, Hindi or in English language, whichever is applicable are to be attached in Triplicate:-

- i. Partnership Deed or Memorandum of Article of Association
- ii. Audited Balance Sheet of last 3 years
- iii. Factory License
- iv. Registration Certificate
- v. ISI / BIS / International Licenses.
- vi. List of Machineries
- vii. List of Testing Equipment's
- viii. List of Orders executed along with details of highest single value order. Give the name of Purchaser, Order No. & Date of Supplies.
- ix. ISO 9001 Certificates
- x. PAN No.
- xi. GST Registration No.
- xii. Latest Telephone and Electricity Bill (Photo Copy)
- xiii. Type Test Report as per relevant IS for items to be registered not older than 7 Years.
- xiv. Approved Plan of Factory.
- xv. If premises are on Lease base / Rental base, registered documents are required.
- xvi. Name and Address of all the Partners / Directors.
- xvii. The complete details of Partners / Directors involved in other Company.
- xviii. Declaration from the prospective Vendors that, none of the Partners or Directors is either a Partner or on the Board of an entity, which is in default to GUVNL or any of its subsidiaries.

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

## ANNEXURE - III

## LIST OF DOCUMENTS REQUIRED FOR CHANGE OF NAME:

1. Undertaking letter format as per Annexure "A".
2. Latest renewed Factory License in the new name.
3. Memorandum, and Articles of Association.
4. List of Directors.
5. Documentary evidence about change of Name.

Annexure A  
(On duly Notarized Non-Judicial Stamp Paper of Rs. 300/-)

## UNDERTAKING

We, M/s. \_\_\_\_\_ address \_\_\_\_\_, do hereby declare that the name of our Company / Firm has been changed from M/s. \_\_\_\_\_ to M/s. \_\_\_\_\_ pursuant to MOA / Amalgamation.

We, through this Undertaking confirm that there is neither change in the infrastructure facilities nor in the products / items and that change is only in the Name / Ownership / Control of the Company / Firm only.

We shall be liable and responsible, to execute the Orders placed vide A/T No. \_\_\_\_\_ and Vendor Registration given by \_\_\_\_\_ (Name of subsidiary Company), and agree to fulfill all the obligations related to it.

(Shri : \_\_\_\_\_)  
For and On behalf of  
M/s. \_\_\_\_\_

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

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