



PASCHIM GUJARAT VIJ COMPANY LIMITED

Regd. Office: "Paschim Gujarat Vij Seva Sadan", Off. Nana Mava Main Road, Laxminagar, Rajkot-360004
Junagadh Rural Division-1, B.S.N.L. Office compound, Gandhigram, Junagadh-362001

CIN: U40102GJ2003SGC042908

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GENERAL TERMS AND CONDITIONS

(1) IMPORTANT :

The Tender should be submitted in sealed envelope (INCASE OF OFFLINE/LIMITED TENDER) (attached with this) by RPAD / Speed Post only addressed to Executive Engineer, PGVCL Division office, BSNL Compound, Gandhigram, JUNAGADH. With writing in the bold letters on the top of the envelope the Name of Tender for which rate is quoted and due date of opening of tender. Any tenders received late in the office due to any reasons will not be considered.

(2) CONSIGNEE :

The consignee is as per Schedule 'A' and the goods shall be dispatch to Consignee's SHAPUR store address on F.O.R. Destination basis.

(3) PRICE EVALUATION :

No price preference shall be given on any account. All tenders will be evaluated on firm price and cost basis, unless otherwise mentioned in the tender documents. The parties however will have to give the detailed break – up of the end cost. If more than one party is to be considered for placement of order they will have to match their end cost with L – 1 end cost, who is technically acceptable. COMPANY may go to the price L – 2 depending upon the exigency. If COMPANY feels that there is lack of serious competition or any other reasons, COMPANY may negotiate with the L – 1 party. Company's decision shall be final and binding on all the parties.

(4) PRICES :

Prices quoted should be firm and on F.O.R. destination basis. However, the Tenderer should indicate in the Schedule – "A" i.e. Price Bid only, the break – up of Unit F.O.R. Destination prices stating the Unit Ex – works price for Excise purpose, Excise duty, Sales Tax the average freight and packing charges and insurance charges. Tenderer / supplier should quote the freight as well as insurance charges both separately as shown in price bid which is a must. Please note that payment of excise duty will be made only on Ex – Work prices. Also, please mention rate of Excise duty. If not specifically mentioned then COMPANY will have the option to take the prices as exclusive of taxes and duties at maximum higher slab rates for the evaluation of the tenders.

Only For Traders:

I In case of Trader, if the quotation is furnished for all-inclusive rates and the rates of taxes and duties are indicated without indicating the amount. In such a case, the trader is eligible for statutory variation.

II Where the Trader quotes all-inclusive rates without indicating the rate of Taxes and Duties included in the quoted price the Trader is not eligible for statutory variation.

The Tenderer 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.

(5) EARNEST MONEY DEPOSIT :

EMD at the rate of 1% of the value of the items offered / Estimated cost is payable. The EMD is payable either in Cash/Demand Draft/RTGS/NEFT in favour of the PASCHIM GUJARAT VIJ CO. LTD. on any schedule / Nationalized Bank in Junagadh.

Small scale industries will, however, be considered for exemption from payment of EMD subject to furnishing of the authenticated notary certified copy of the certificate of Registration with Small Scale Industries. The SSI certificate should indicate the manufacture of items offered under this tender. Provisional SSI Registration Certificates are not allowed.

Government or Semi – Government Organizations, which are run departmentally & are not limited Companies, will be eligible for exemption from payment of EMD. No interest will be allowed against payment of EMD

If SSI / NSIC copy is submitted against EMD, then it should be authenticated from notary. NSIC certificate more than 03 years old will not be considered and the validity of the same should cover at least the validity period of the tender and thereafter it has to renewed and submitted immediately. All the "NSIC" & "SSI" documents furnished along with the tender should have clear validity as per the tender and should invariably be renewed as per the norms of 'NSIC' & 'SSI' otherwise you shall have to pay EMD and no exemption will be granted.

Tenders submitted without earnest money deposit by the firms, who are not eligible for any exemption, will be rejected without entering in to further correspondence in this regard and no reference will also be made.

EMD will be forfeited (i) if the tender, which it covers, is withdrawn during the validity of the offer and (ii) the Tenderer fails to furnish / deposit the security deposit as per clause of SD1.

EMD of the unsuccessful tenderer's will be returned within immediately of placing of the order with the successful tenderer and when the tenderer returns to the S.A.(EXP) Division Office, Junagadh of the COMPANY, the original receipt of the EMD together with the advanced stamped receipt.

(6) SECURITY DEPOSIT : (Security deposit should be paid within **15 days** after receipt of order).

The successful tenderer will be required to pay an amount equivalent to **10%** of the value of the order as a security deposit for satisfactory execution of the contract. Such security deposit will be payable either in cash / DD / RTGS/NEFT. Bank Guarantees from scheduled / Nationalized Bank will be acceptable if the amount of security deposit payable exceed Rs. 5,000/-. The Bank Guarantees will be executed on the standard form prescribed by the COMPANY. In case of the Bank Guarantees furnished / submitted, they should have a clear one time validity till the completion of the order in all respects and up to the expiry of Guarantee period from the date of receipt of the last consignment. Bank Guarantee for interim period will not be allowed. If by any reasons the supply period is extended the supplier should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which COMPANY will be at liberty to encash the same. CORPORATE BANK GURANTEES NOT ALLOWED.

If SD Exemption is claimed against NSIC certificate, then the NSIC certificate more than 03 years old will not be considered, if the validity of the certificate expires prior to completion of the order then it has to be got revalidated from NSIC by Tenderer and submitted immediately; otherwise bidder shall have to arrange for payment of Security Deposit, SD should be paid within **15 days** after receipt of the order.

NOTE: Company has discontinue the registration of contractors as class A, B, & C and as such it will not be applicable for the current tender under issue. If the full Security Deposit amount is not paid within **15 days** after the receipt of the order, then the order will be cancelled at the risk & cost of the Tenderer (at the discretion of the Company) and without entering into any correspondences and this will be binding on the Tenderer.

(7) Validities of the offers :

The offers will have to be kept valid for a period of **90 days** from the date of opening of tender. In case of finalization of the tender is likely to be delayed, the tenderer's will be asked to extend the same without change in the prices or any terms and conditions of the offer, 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

(8) Railway Receipt (RR) / Truck Receipt (TR) :

All goods should be dispatched freight paid and R.R. / T.R. should be forwarded directly to the consignee by registered letter and not through any Bank. It should be immediately intimated on dispatch of stores, as otherwise demurrage charges if any paid by the consignee will be deducted from your bill. It is essential that packing notes and prices invoices should be furnished to the consignee in respect of every consignment with a copy of to this office.

A clear RR / TR 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 up to Company's stores i.e. F.O.R. destination

(9) Packing and Forwarding Charges :

The prices shall be inclusive of packing & 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 rough handling 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.

(10) Transit Insurance :

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 30 days after the date of receipt of materials at site in order to enable the COMPANY to check up stores fully. 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, defect stores materials will however be

deducted from the bills of the suppliers and will be refunded only after replacement thereof. It will be responsibility of the supplier to lodge claim against the insurance on receiving necessary advice from the consignee.

(11) Acceptance of Stores :

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 deputed by the COMPANY for this purpose. The COMPANY will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final.

(12) MODVAT BENEFIT :

In the event of any statutory increase in the rate of Modvat and / or due to inclusion of any other additional item of their inputs under the ambit of the Modvat Scheme, subsequent to the date of submission of the offer, the same should be passed on to the COMPANY and you should inform such changes to the COMPANY from time to time.

(13) GST :

The prices should be quoted Inclusive of GST. The rate of GST should clearly be indicated. The stores are required for consumption in generation transmission and distribution of electrical energy and as such, Gujarat State sales Tax at concessional rate will be paid as per rules.

(14) UNLOADING:

Unless and otherwise specified in the detailed purchase order, unloading of the materials shall be arranged by company.

(15) STATUTORY VARIATION :

Any statutory increase or decrease in the taxes and duties subsequent to your offer if it takes place within the original contractual delivery date will be to the COMPANY's account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on the company.

(16) PAYMENT TERMS :

Consignee on receipt of materials in good condition will make 100% payment. Payment will be effected to you only on receipt of stamped advance receipt from you as per COMPANY's standard payment terms and conditions PAYMENT WILL BE MADE FROM JUNAGADH RURAL DIVISION-1 AS BEING CONSIGNEE AFTER OBSERVING ALL FORMALITIES.

(17) DELIVERY SCHEDULE :

Delivery of materials is desired as under :

A	Submission of sample / Drawing	Within commencing period.
B	Approval of Sample / Drawing	No separate commencement period will be given.
C	Commencement of supply within	30 days from receipt of order letter by you.
D	Completion of supply	Within one WEEK time thereafter of commencement.
E	Month wise supply	

Supplier is liable to get the drawings / Sample approved within the commencement period. 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 order. 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 the COMPANY will be considered and in such case, no subsequent complaint will be entertained.

The delivery Schedule proposed by COMPANY is considering the full quantity of the tender. If the finalized quantity is less, then in that case the delivery period best suited as per the Company's requirement will be given on pro-rata basis and also based on the quantity allocations done by the company.

(18) DELIVERY PERIOD :

The Tenderer's will have to quote a firm delivery schedule on month wise basis as specified subject to the force Majeure conditions as accepted by DGS & D. 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.

(19) PENALTY FOR LATE DELIVERY :

In case, the materials are not delivered within the period stipulated in the order, penalty shall be levied at 0.5% per week on the prices (End cost) subject to maximum 10% reckoned on the value of late delivered supplies.

Due consideration will be given for waiver / levy of penalty only for the reasons absolutely beyond your control (Viz. 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.

(20) EXTENSION IN CONTRACTUAL DELIVERY DATE :

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 & D Force Majeure Conditions the COMPANY may consider extension of delivery period with or without statutory variations. However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay.

(21) REPLACEMENTS OF GOODS BROKEN, DAMAGED OR SHORT :

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 contractors shall replace the same free of cost. However, COMPANY will arrange recoveries of amount equivalent to cost of such damaged / broken / short supplied materials before actual replacement is given.

(22) Quantity of Order :

The order may be placed for or any of the items with any of suppliers and the quantity of each item required may vary on the basis of our actual requirements. COMPANY reserves the right to increase or decrease the quantity against such item while placing the order.

(23) Tenderer must submit quotations along with requisite descriptive literature etc

Wherever applicable Complete Technical data of Equipment's / Materials / Apparatus, etc., must be furnished along with the tender including (i) Dimensional Drawing, (ii) Type Test Certificate from Govt. Recognized Laboratory, (iii) Guaranteed Particulars, (iv) List of Testing facilities available in the works must be furnished with the tender which is a must. Tenderer will be at full liberty to provide information as data's about his products.

(24) TEST CERTIFICATES :

Test Certificate from 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. You will be responsible for any expenditure that consignee might incur if the goods stand rejected on this account. Further, the COMPANY will not be responsible for any delay in payment on this account.

(25) The purchaser (i.e. COMPANY) 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 the COMPANY at its sole discretion at any time before the due date of opening of the tender.

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, to be furnished in Annexure – 4. Failure to do this will result on your tender being rejected without any reference. In case of bought out items they should furnish the backup guarantee from their principals.

(26) COMPANY 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.

(27) TENDERER'S SHOULD FURNISH THE FOLLOWING DETAILS :

[1] GST Registration No. & Date.

[2] Registration No. Under shops and Estt. Act and issuing authority.

[3] Registration No. Under Small Scale Industries / National Small Scale Industries Corporation (NSIC) or under DGTD etc. submit Notarized copy for the same.

[4] A list of the Partners / Directors with the permanent as well as present address, phone & fax numbers and other details as their relationship, if any with the COMPANY's employee should be furnished along with the tender.

[5] List of machinery and production capacity and items manufactured.

[6] List of pending orders (with orders Nos. & Date) and customer's name and address and orders executed so far with other electricity COMPANY's.

[7] Furnish Audited Accounts of last three years of the firm.

[8] To furnish performance reports if any.

[9] Furnish the valid Notarized copy of relevant and valid BIS License copy along with all enclosures. Provisional BIS/IS Registration Certificates are not allowed. If the firm is certified ISO Company (Provisional Registration Certificates are NOT allowed), then all the relevant documents duly Notarized be furnished.

[10] To furnish consent letter from their principals to manufacture such items.

[11] All the testing equipment must have been calibrated up to date and details to be submitted.

(28) Tenderer should indicated the name of their partners of their manufacturing firm.

(29) 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.

(30) GUARANTEE :

If the goods stores and equipments found defective due to bad design materials or workmanship the same should be repaired or replaced by you free of charge

(31) APPROVAL :

The goods shall be subject to Approval of the concerned consignee after receipt of the stores at site.

(32) The COMPANY would prefer the offers from manufacturers directly. All the manufacturers should quote for those items, which are actually manufactured at / rolled by their plants. This should be strictly adhered. 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 the COMPANY reserves right to reject the offer out rightly.

The COMPANY reserves the right to inspect, your factory at any time during the currency of the contract in case order is placed on you and also to inspect each manufactured lot before testing / packing / dispatch.

(33) OTHER CONDITION OF SUPPLY :

The Company's General Conditions of contract will apply to all supply to contracts and you will be deemed to fully aware of the Company's 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 you from your liability to abide by the same. Copies are available from the Company's Office.

(34) Although the materials have to be supplied as per ISS and or as per the tender specifications, the COMPANY will take random samples from the materials supplied and subject them to tests according to ISS in approved laboratories. The materials should stand make immediate arrangement to replace them with standard materials and after getting them duly inspected.

(35) The COMPANY also reserves the right to accept the whole or part of such supplies or of the utilized materials and recommend reduced price taking into account the defects noticed. Such reduction from the whole lot will be maximum up to 30% (Thirty) of the End Cost Price, provided COMPANY accepts the materials. In this respect the decision of the COMPANY will be final and will be binding on you.

(36) 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. 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. The inspector will inspect only a few packages and select samples at random for testing 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.

(37) AUDIT INSPECTION :

The Consignee or, the Inspector of Audit Inspection Wing may pick up samples from the lots supplied at RSO's / or other stores of the COMPANY at random for quality check only. The samples picked up will be tested for acceptance test / type test or as decided by COMPANY at Government approved laboratory in presence of representatives of supplier and PGVCL as per relevant ISS/BIS/PGVCL specifications. The test results will be binding on the suppliers and COMPANY in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to consumption of the materials then in that case for whole of the rejected lot, COMPANY will deduct maximum up to 30% (Thirty) of the End Cost Price. 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% of the End Cost Price, and all these will be binding on the supplier.

In case if the materials does not confirm to specifications or fails at Government Approved Laboratory or other Laboratory decided by Company for testing and if subsequent testing's are to be carried out, then all testing fees, expenses of the inspector and other expenses incurred by the Company will be to your account. The decision in this regard for acceptance as above of the Company shall be final and this will be binding on you.

(38) INSPECTION :

All supplies are to be offered to the inspection and approval of COMPANY. The COMPANY will depute an officer or authorized D.G. & D., OR any other Govt. or Govt. Approved agencies (Not private) to carry out the inspection on behalf of COMPANY.

At least 15 days notice should be given prior to the dispatch of the stores in case of general stores in order to enable the COMPANY to detail on inspection.

The COMPANY 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.

(39) TERMINATION OF CONTRACT :

In case the contractor fails to deliver the stocks or any consignment thereof within contractual period or delivery or in case the stores are found not in accordance with prescribed specification and /or the approved sample, the COMPANY shall exercise its discretionary power either:

(A) To recover, from the contractor as agreed, by way of penalty clause above, or

(B) To purchase elsewhere after giving due notice to the contractor on account and at the risk of the contractor such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery or

(C) To cancel the contract.

In the event of the risk purchase of stores of similar description, the opinion of the COMPANY shall be final. In the event of action taken under clause (A) or (B) above, the contractor shall liable to pay for any loss which the COMPANY may sustain on that account but the contractor shall not be entitled to any saving on such purchases made against default.

The decision of the COMPANY shall be final as regards the acceptability of stores supplied by the contractor and the COMPANY shall not be required to give any reason in writing or otherwise any time for rejection of the stores.

Further "PGVCL reserves the right to terminate the Contract (i.e. Purchase Order) at anytime, without assigning any reason, whatsoever, by giving a notice period of ONE month from the date of Notice of termination of the Contract, Suppliers will not be entitled for any compensation / damages / losses, whatsoever, on account of such termination of the Contract."

(40) Tenderers should agree to submit the Test Certificates in triplicate after inspection is carried out by COMPANY's Representative prior to dispatch of materials for Company's approval.

(41) Board reserves the right to cancel any or all the quotations or to accept any quotation without assigning any reasons. Also in case COMPANY finds that there is an attempt of cartel in the prices, COMPANY reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.

(42) EMBOSSING OR ENGRAVING :

The successful Tenderer wherever possible will require embossing / engraving the words Property of PGVCL" along with the purchase order number on the items such as insulators, Hardware accessories, Lighting Arrestors, Transformer, Meters, Metal meter boxes, Switches, Distribution boxes, Cable boxes, M. S. Beams and other items as required by the COMPANY. Also suppliers should emboss / engrave / affix their company name plate with details or manufacturer's name and trademark.

(43) If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if COMPANY suffers any financial loss due to this, then COMPANY will be at liberty to adjust the amount from other orders of the same firm or by encasing the Bank Guarantee / forfeiting / Security Deposit and performance Guarantee amount.

(44) Jurisdiction :

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 within whose jurisdiction the place i.e. Junagadh from which the acceptance of tender is issued is situated.

(45) Anything not mentioned in the above terms and conditions specifications etc. the Company's standard specifications will be applicable.