Regd. & Corporate Office : Visnagar Road : Mehsana : 384 001 (North Gujarat)
Phone No: 02762- 222080-81 Fax No:02762-223574/236256 Website:www.ugvcl.com
e mail : sp1@ugvcl.com, sp2@ugvcl.com, sp3@ugvcl.com, sp4@ugvcl.com

COMMERCIAL TERMS AND CONDITIONS

1. REGISTRATION OF VENDORS:-

1.1 Registration:-

All new Suppliers shall get themselves registered by paying non-refundable Registration Fees, 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, uniformsetc, as per **Annexure - I** is not required. While for other items, Vendor Registration is compulsory for the Bidders to participate in the Tender.

1.1.1. For factory within the Gujarat State.

1.1.1.1 Rs. 15,000/- for Micro and Small Industries.

1.1.1.2 Rs. 25,000/- for all other category of Industries.

1.1.2 For factory within the Country but out of Gujarat State.

1.1.2.1 Rs. 50,000/- for Micro and Small Industries.

1.1.2.2 Rs. 75,000/- for all other category of Industries.

1.1.3 Out of Country: $ 5,000 USD. To be remitted by the prospective Vendor through SWIFT (01520500013524,Bank Of Baroda,Mehsana)

1.1.4 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.

1.1.5 In case of multiple manufacturing locations of Vendor, fees shall be paid for each location.

1.1.6 Vendor Registration shall be issued on manufacturing unit-wise of the firm.

1.1.7 The Registration Charge shall be reviewed every three years.

1.1.8 Registration Charge shall be non-refundable even if registration is denied.

1.1.9 Payment of registration fees does not guarantee the registration as approved vendor.

1.1.10 **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**.

1.2 Existing Registered Vendor:-

1.2.1 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.

However, the Price Bid of such Vendor will be opened provided the firm is Registered Vendor on the date of opening of Price Bid.

1.2.2 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. 1000/- as registration charges and submit application along with following documents. 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.

1.2.2.1 Type test report for each rating/size of item/(s) to be registered not older than 7 years.

1.2.2.2 ISI/ BIS/ International Licenses, if applicable.

1.2.3 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 towards registration charges and submit application along with following documents.

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.

1.2.3.1 Type test report for each rating/size of item/(s) to be registered not older than 7 years.

1.2.3.2 ISI/ BIS/ International Licenses, if applicable.

1.2.3.3 List of Plant & Machineries.

1.2.3.4 List of testing equipment.

1.3 Guidelines for Vendor Registration / Re-registration:-

1.3.1 The Vendor Registration / Re-Registration Application Form duly filled in with requisite Registration Fees 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 not older than Seven Years (7) 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 off.

1.3.2 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 off. Actual expense for second inspection will be borne by the Firm.

1.3.3 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.

1.3.4 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.

1.3.5 In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay Registration Charges of Rs. 1500/- towards Registration Fees and factory inspection shall be carried out as per norms.

1.3.6 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 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 & Acquisition, legal procedures to be followed as per Company's Act.

1.3.7 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.

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.

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.

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

1.3.9 In order to streamline Vendor Registration process and to avoid overburdening on any particular DISCOM 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 DISCOM within whose licensee areas such factories are located for the items used by DISCOMs.

1.3.10 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.

1.3.11 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):

1.3.11.1 Northern Region ---------- UGVCL,

1.3.11.2 Western Region ---------- PGVCL,

1.3.11.3 Southern Region ---------- DGVCL,

1.3.11.4 Eastern and North-Eastern Region ---- UGVCL.

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

1.3.13 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.

1.3.14 The new Vendor for the items, commonly used by DISCOMs and by GETCO / GSECL the application will be entertained by either GETCO or GSECL or by the DISCOM as per above jurisdiction criteria.

1.3.15 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 DISCOMs as per above jurisdiction criteria stated as above.

1.3.16 For the material specifically used in GETCO, GSECL and not utilized by DISCOMs, the Vendor Registration of those items shall not be made by DISCOMs and vice-versa.

1.3.17 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 fulfils the requirement as per clause No. 1.3.7.

1.3.18 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 in case factory situated within the Country, while for other factory it shall be either departmentally or through third party.

1.3.19 The subsidiary Companies of GUVNL have to inspect factory of applicant within 30calendar 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).

1.3.20 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.

1.3.21 The new Vendor Registration shall be given to the item/(s) to be mentioned, 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.

1.3.22 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.

1.3.23 Company reserves its right to change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.

1.3.24 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.

1.4 Applicability of Vendor Registration / Stop Deal / Banned for business dealing / blacklisting:-

1.4.1 The Firm registered as Vendor in GUVNL or in any subsidiary Company of the GUVNL shall be considered as a Vendor for all Companies.

1.4.2 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.

1.4.3 Effect of putting a firm for Stop dealing/ Banned for business dealing/ blacklisting.

1.4.3.1 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.

1.4.3.2 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,

1.4.3.2.1 No enquiry shall be issued to a firm.

1.4.3.2.2 No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.

1.4.3.3 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:-

1.4.3.3.1 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.

1.4.3.3.2 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 as "Rejected Bid" at the time of scrutiny of Technical Bid.

1.4.3.3.3 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.

1.4.3.3.4 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.

1.4.3.4 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.

1.4.3.5 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.

1.4.3.6 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 & for all Services of the Firm.

1.4.3.7 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.

1.4.3.8 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.

1.4.4 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.

Only the courts at Mehsana (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.

2 Category of firm i.e. New-1, New-2 and Regular supplier shall be decided on manufacturing unit-wise order executed.

2.1 New Supplier:-

2.1.1 **New-1 Supplier:-**

2.1.1.1. 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.

2.1.1.2. 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.

2.1.1.3. 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.

2.1.2 New-2 Supplier:

2.1.2.1 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.

2.1.3 Regular Supplier:

2.1.3.1 The existing regular Suppliers for tendered equipment/ material for same or higher rating of relevantIndian 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.

2.1.3.2 The New–2 supplier is considered to be as a Regular Supplier, provided the performance of the supplied equipment/ materials as a New-2Supplier for tendered equipment/ material for same or higher rating of relevantIndian 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 onthe 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.

3 TENDER SPECIFICATIONS:

All technical specification should be ISS/ISI/BIS. Specification framed out by UGVCL shall be separately brought out in the tender documents. No deviation in specification shall be allowed and UGVCL decision shall be final. UGVCL also desires that all the suppliers should possess high quality ISO 9001 / ISO 9002 certificate as on date of publication of tender. The technical scrutiny committee of UGVCL shall evaluate the techno-commercial view of the tender. UGVCL 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.

Tender should be in two bids.

a) Techno – Commercial Bid and b) Price Bid.

Incomplete bids and amendments and additions to bids after opening of the bids will be ignored out rightly. 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.

4 EVALUATION:

Tender shall be called for in two bids:

4.1. Techno-commercial Bid and

4.2. Price Bid.

4.3. The price Bid of Techno-commercially qualified Bidders will be opened.

PRICE EVALUATION:

4.4. No price preference shall be given on any account. All Tenders shall be evaluated on firm Price End Cost without Tax (VAT / Sales Tax) basis unless otherwise mentioned in the Tender documents.

4.5. If the Tender is invited with Total Owning Cost (TOC) Clause, the evaluation shall be done accordingly. Bidder has to give the detailed breakup of the End cost.

4.6. *Negotiation and Price matching:-*

4.7. 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.

4.8. If more than one firm is to be considered for placement of order, then New 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.

4.9. 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.

4.10. 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.

5 Quantity Distribution:

5.1 **Reservation for Gujarat based Parties:-**

5.1.1 Not less than 50% of the quantity to be purchased may be given to parties, who propose to supply such materials from their manufacturing Units in Gujarat, subject to the condition that such Gujarat based parties shall match L-1 price, (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 materials as per the required Delivery Schedule.

5.1.2 The benefit of Gujarat based reservation is applicable where the quoted Unit End Cost without Tax of Gujarat based bidder is not higher than 15% of the quoted Unit End Cost without Tax 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.

5.2 The quantity distribution to New parties:-
The 4CX10mm2 and 4CX16mm2 LT PVC Cable being Critical Item, the quantity distribution shall be as under:

5.2.1 For Critical items (As per Annexure V):

5.2.1.1 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.

5.2.1.2 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.

5.2.1.3 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.

5.2.1.4 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.

5.2.1.5 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.

5.3 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.

5.4 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.

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 fulfil the requirement of the Company, then the Company may relax the above criteria at their discretion.

6 TENDER FEE:

Tender fee (Non-refundable) as notified in the tender notice should invariably be paid by way of Demand Draft/ Bankers Cheque ; otherwise offer will be ignored out rightly. Indian Postal Orders (IPO's) & Cheques are not acceptable. Demand Draft/ Bankers Cheque should be in the name of "Uttar Gujarat Vij Company Ltd.",Payable at Mehsana.

Alternatively, the bidder can pay the tender fee in CASH at, "Uttar Gujarat Vij Company Ltd. (UGVCL), Corporate office, Visnagar Road, Mehsana-384001, Cash counter during working day between 11.00 A.M.to 02.00 P.M. and on working Saturday between 11.00 A.M. to 12.30 P.M. before the due date and time for submission of tender, and enclose the self-certified photo copy 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 SPEED POST OF P & T DEPARTMENT OF GOVERNMENT OF INDIA ONLY ADDRESSED TO THE CHIEF ENGINEER(P&P), UTTAR GUJARAT VIJ COMPANEY LIMITED, CORPORATE OFFICE, VISNAGAR ROAD , MEHSANA-384001.

COURIER SERVICE AND HANDDELIVERY OF "EMD Cover Documents" ARE NOT ALLOWED. THE TELEGRAPHIC ORSHORTOFFERS RECEIVED WILL NOT BE ACCEPTED AND THE OFFERS WILL BE REJECTED OUTRIGHTLY.

UGVCL 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 / Original Money fee receipt 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.

SAMPLE:

The sample/s as per requirement of the tendered technical specification/ Schedule-A of tender must be submitted during working day only and not later than 18.00 hrs. of date of physical submission of

bid/documents to the following address only. **The bid shall be rejected out rightly, if sample/s is/are not submitted in schedule time of tender.**

The Deputy Engineer, Regional Store Office, Uttar Gujarat Vij Company Ltd., Visnagar Road, Mehsana–384001.

7 PRICES:

PRICE VARIATION CLAUSE:

The tender is invited on Price Variation Basis.

The prices will be on price variation basis for Delivery F.O.R. Destination.
The price variation on account of LME Average settlement price including premium for ingot, PVC compound / polymer and PVC compound will be claimed as per the following formula

The Price Variation Formula for Unarmoured LT (1.1 KV) PVC cable of aluminium conductor is,

P = Po + AlF (Al – Alo) + CCFAl (Cc – Cco)

Wherein,

P = Price payable as adjusted in accordance with above appropriate formula (in Rs. per KM)

Po = Price Quoted / confirmed (in Rs. per KM)

AlF = Variation Factor of Aluminium according to sizes of cable

Al = Prices of LME Average Settlement price of Aluminium including premium for ingot. This price is as applicable of first working day of the month, one month prior to date of delivery.

Alo = Prices of LME Average Settlement price of Aluminium including premium for ingot. This price is as applicable of first working day of the month, one month prior to date of tendering i.e. one month prior to the date of opening of tender.

CCFAl = Variation factor for PVC Compound for aluminium conductor cable

Cc = Price of PVC Compound. This price is applicable on first working day the month, one month prior to the date of delivery.

Cco = Price of PVC Compound. This price is applicable on first working day the month, one month prior to the date of opening of tender

Notes:

All the prices of raw materials are exclusive of modvatable excise/CV Duty amount and exclusive of any other central, state or local taxes

All prices are as on 1st working day of the month.

The details of prices are,

The prices of aluminium (in Rs./MT) is the ex-works price of LME Average Settlement price including premium for ingot as per IEEMA circular of PVC Cable.

Price of PVC Compound (in Rs./MT) is the ex works price, as quoted by the manufacturer, as per IEEMA circular of PVC Cable.
The variation factors shall be as under:

Size of LT PVC Cable (Unarmoured)	AlF	CCFAl
4 c x 10 mm²	0.107	0.196
4 c x 16 mm²	0.171	0.268

Following terms shall be applicable for Price Variation :

1. For the supplies made during the contractual delivery period and matching with the scheduled date of delivery, price shall be payable in accordance with the Price Variation formula as per purchase order. (With positive/negative variation as the case may be).

2. For delayed deliveries but within contractual delivery period, price shall be payable at lower of the following:

- Worked out with indices applicable for schedule date of delivery / month or
- Worked out with indices applicable for actual date of delivery of material / month

3. For delayed deliveries and also beyond the contractual delivery period, price shall be payable at lower of the following:

- Worked out with indices applicable for scheduled date of delivery / month or
- Worked out with indices applicable for actual date of delivery of material / month or
- Worked out with indices applicable for last date of Contractual Delivery period.

4. The pre-ponement of delivery should not be entertained to avoid the inventory carrying cost unless it is extremely essential for the work under execution. However, the price as worked out with indices applicable for actual date of delivery of material/month shall be payable.
5. The date of delivery is the date on which the material is notified as being ready for inspection/dispatch subject to condition that material is received within 10 days from the date of dispatch instruction. Otherwise actual date of receipt of material at store is to be considered.

6. The supplier will have to submit all supporting documents like IEEMA circulars, PV Calculation sheet etc. duly attested along with invoice.

7. The clause at point no.3 will apply only if the company decide to accept materials beyond the contractual delivery period.

However, the Tenderer should indicate in the Schedule– "B" (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, VAT/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 UGVCL 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.

The offered prices to be indicated in online mode of tender in the format given (i.e. Schedule-B). The price bid submitted in physical mode shall not be considered.

NOTE:

THE BIDDERS, WHOSE END COST PRICES ARE FOUND ALMOST EQUAL, THE QUANTITY DISTRIBUTION LIMITING TO FEW OF SUCH BIDDERS WILL BE DECIDED ON DRAW SYSTEM AND THE SOLE DISCRETION OF UGVCL.

Only for Traders:

[i] In case of a 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.

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

8.1. 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/1095/2636(97)/CH dated 23.09.1997 for Small and Micro Scale Industries.

8.2. In cases,where EMD need not to be paid, valid exemption Certificates duly Notarizedhas to be produced / attached in place of EMD documents as per the Tender Terms and Conditions.

8.3. 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 will be eligible for exemption from payment of EMD on submission of attested copies of

their SSI (SSI/ MSME Part-II/Udhyog Aadhar Memorandum)& CSPO/NSIC/DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

8.4. The Certificates should indicate the manufacture of items offered.

8.5. Government or Semi-Government Organizations, which are being run departmentally & are not Limited Companies, will be eligible for exemption from payment of EMD.

8.5.1. Participants not covered under these categories mentioned at Clause No. 8.3 will have to pay EMD compulsory, as prescribed 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.

Bidders have to submit detailed breakup of EMD amount against item/s offered by them in EMD cover in following format:

Sr. No.	Estimated cost of the item in tender	EMD Amount for MSME Units in Rs.	EMD Amount for Non-MSME units in Rs.
1	Up to Rs. 5 Lacs	1% of the estimated value of item.	1% of the estimated value of item.
2	Above Rs. 5 Lacs and up to Rs. 10 Lacs	7500/-	7500/-
3	Above Rs. 10 Lacs and up to Rs. 25 Lacs	15000/-	20000/-
4	Above Rs. 25 Lacs and up to Rs. 50 Lacs	35000/-	40000/-
5	Above Rs. 50 Lacs and up to Rs.1 Crs.	70000/-	80000/-
6	Above Rs. 1 Crs and up to Rs. 3 Crs.	80000/-	1.20 Lacs
7	Above Rs. 3 Crs and up to Rs. 5 Crs.	1.50 Lacs	2.50 Lacs
8	Above Rs. 5 Crs and up to Rs. 10 Crs.	2.00 Lacs	3.00 Lacs
9	Above Rs. 10 Crs and up to Rs. 20 Crs.	3.00 Lacs	3.75 Lacs
10	Above Rs. 20 Crs and up to Rs. 35 Crs.	4.00 Lacs	7.00 Lacs
11	Above Rs. 35 Crs and up to Rs. 50 Crs.	4.25 Lacs	11.00 Lacs
12	Above Rs. 50 Crs and up to Rs. 100 Crs.	4.50 Lacs	12.00 Lacs
13	Above Rs. 100 Crs and up to Rs. 200 Crs.	4.75 Lacs	15.00 Lacs
14	Above Rs. 200 Crs and up to Rs. 500 Crs.	8.00 Lacs	35.00 Lacs
15	Above Rs. 500 Crs.	10.00 Lacs	50.00 Lacs

8.6. Any basic document with regard to EMD will not be acceptable after closing time of On-line bid of Tender.

8.7. 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. 20,000/- only) at the office address specified in the tender document or by Demand Draft or Banker's Cheque only.

8.8. The validity of the Bank Guarantee for EMD should be for a period of at least Six Months from the date of submission of the Bid of the Tender.

8.9. EMD of the unsuccessful Tenderers 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 Tenderer 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 the Company. The Bank Guarantee of the unsuccessful Tenderers towards EMD shall be returned within 15 days from the date of placing of the order to the successful Tenderer. However, the EMD Amount / Bank Guarantee of technically disqualified bidder will be returned within 15 days from opening of price bids. The details of refund of EMD by RTGS with transaction No. should be informed to respective bidder by letter/ e-mail etc…

8.10. 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 .

9 SECURITY DEPOSIT (SD) TOWARDS EXECUTION PERIOD:

Security Deposit/ Performance Guarantee shall be paid by all the Bidders irrespective of whether they are SSI Unit or exempted by NSIC.

9.1. The Supplier shall submit the Security Deposit / Performance Bank Guarantee to cover execution period by DD / Bank Guarantee within 15 days from the date of issue of Letter of Acceptance.LOA shall be issued against the receipt of confirmation/acknowledgement of LOI.
In case of LOA is issued to successful bidder & he do not agree to accept LOA then EMD shall be Forfeited for that bidder.
If by any reasons the supply period is extended then supplier should undertake to renew the Bank Guarantee at least one month before the expiry of the validity (i.e without vacuum period and without waiting for UGVCL's intimation seeking extension) failing which UGVCL will be at liberty to encash the same. CORPORATE BANK GUARANTEES AND STAGEWISE BANK GUARANTEES ARE NOT ALLOWED.
Performance Guarantee towards Execution Period (Security Deposit) if paid will be returned on successful completion of the Order and only after the Performance Guarantee Condition is fulfilled.
Note : If the full Performance Guarantee towards Execution Period (Security Deposit) amount is not paid within 15 (Fifteen) days from date of letter of acceptance (LOA) , then the LOA will be outrightly cancelled at the risk & cost of the Tenderer (at the discretion of UGVCL) and without entering into any correspondences and actions shall be taken against tenderer like stop dealing or any other actions as decided by UGVCL considering tenderer as defaulter.
This guarantee shall be applicable for all the bidders irrespective whether they are SSI / NSIC units.
For further clarifications please refer Clause No.42 & 43 of the Commercial Terms and conditions.

9.2. 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.

9.3. Item wise Security Deposit / Performance Guarantee are as under:

9.4. Distribution Transformers (All types), Meters of all types, Conductors, Cables, Insulators, Steel items, Kit-Kat Fuses, L.T. Dist. Boxes, Transformer Oil, Line Hardware, and PVC Pipe:

9.4.1. 10% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period and.

9.4.2. 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

9.5. Metal Meter Boxes, G.I. Wires, Stay Wires, Earthing Plates:

9.5.1. 10% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period.

9.5.2. 2% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

9.6. Items related to Transmission, Generation and others:

9.6.1. 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover execution period.

9.6.2. 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

9.7. Performance Guarantee shall be considered as per Tender terms.

9.8. 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 Security Deposit & Performance Bank Guarantee as under on submission of attested copies of their SSI (SSI/ MSME Part-II/Udhyog Aadhar Memorandum)& CSPO / NSIC / DGS&D Registration Certificates. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

9.8.1. Wherever, the rate of Security Deposit & Performance Bank Guarantee of 5% is stipulated in the Purchase Policy, the same be considered as 3% for Micro and Small Scale Industrial (manufacturing) Unitsof Gujarat State, while for others it is 5%.

9.8.2. Wherever the rate of Security Deposit & Performance Bank Guarantee of 10% is stipulated in the Purchase Policy, the same be considered as 4% for Micro and Small Scale Industrial (manufacturing) Units of Gujarat State, while for others it is 10%.

9.9. The Supplier / Contractor shall submit only one Bank Guarantee considering the Performance Guarantee requirement.

9.10. 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.

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

10.VALIDITY OF THE OFFERS:

The offers will have to be kept valid for a period of **120 days** **from the date of opening of technical bids.** In case of finalization of the tender is likely to be delayed, the tenderers 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.

11.RAILWAY RECEIPT (R.R.) / TRUCK RECEIPT (T.R.):

All goods should be dispatched freight paid and the R.R. /T.R should be forwarded directly to the consignee by registered letter and not through any Bank or UGVCL Office of Mehsana.
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.
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 up to UGVCL stores i.e. F.O.R. Destination.

12. 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.

13. 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 UGVCL 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, 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.

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

15.EXCISE DUTY :

The Ex-works Prices are exclusive of Excise Duty, which will be paid extra ,as applicable, on a given excisable goods, within the original contractual delivery period. The current rate of Central Excise Duty (CENVAT) is 12.5%.

If there is any increase or decrease in statutory Rate of CENVAT, you will accordingly charge Central Excise Duty, at increased or decreased CENVAT Rate.

The offers having price INCLUSIVE OF EXCISE DUTY is likely to be rejected if the rate of excise duty is not mentioned clearly. UGVCL may at its discretion consider such offer with presumption of highest rate of excise duty prevailing when the price quoted is inclusive of Excise Duty.

Please clarify whether Excise Duty is chargeable or not and the ceiling for the same must be clearly specified to enable us to evaluate suppliers offer. In case, Govt. revises the rate of excise duty during the tenure of the contract, the provision of UGVCL statutory variation clause shall apply.

CENVAT BENEFIT

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

16. SALES TAX / VAT (VALUE ADDED TAX):

The prices should be quoted Exclusive of VAT / Sales Tax i.e. Without VAT or Central Sales Tax (CST). The amount / percentage of Tax (VAT or CST) should clearly be indicated separately. The Stores are required for consumption in Transmission and

Distribution of electrical energy and as such, Gujarat State VAT will be paid as per rules. Central “c” form will be issued at the time of payment of bills whenever applicable. You are

requested to quote your VAT (TIN) / Central Sales Tax Registration Number & date in all the bills.

The Gujarat Sales Tax (VAT) is applicable on Freight Component also for the dispatches within Gujarat State.

As per Government of Gujarat directives, while evaluating your offer the incidence of Tax (VAT / CST) will NOT be loaded.

17.OCTROI:

Octroi, if applicable shall be paid extra by UGVCL at consignee end, against submission of documentary evidence of payment.

18.DISPATCH OF MATERIAL & UNLOADING:

The successful bidder will have to dispatch the ordered material anywhere in UGVCL as per the requirement of Company. Unless and otherwise specified in the detailed purchase order, Unloading of the materials shall be arranged by UGVCL.

19.STATUTORY VARIATION:

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

20.PAYMENT TERMS:

Payment shall be made by UGVCL either directly to you or to suppliers Banker for the materials supplied as per UGVCL standard payment terms and conditions i.e. 80% of Ex-Work price including 100% of F&I, Taxes & duties, on receipt of material as per Truck Receipt Certificate (TRC) within 30 (Thirty) days on verifying required documents as per A/T conditions and balance 20% of Ex-Works within 45 days (Forty Five) on receipt of Store Receipt (S.R.) Note from the consignee.

Alternatively, UGVCL 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.

In case of payment through SIDBI, ICICI, 80% and / or 20% of Ex-Works price including 100% of F&I, Taxes & duties, payment shall be made against TRC / RRC and S.R. Notes (in case of 20% payment).

In case of payment through SIDBI / ICICI necessary, stamp charges and interest charge shall be borne by UGVCL. Other charges, if any shall have to be borne by the supplier.

Tenderer, while quoting need specifically agree to receive payment under any of the aforesaid alternative at the option of UGVCL.

You shall invariably instruct your Bankers to accept lesser amount than IBC amount (Bank Advice amount) in case UGVCL Cheque amount differs from claimed amount / IBC amount supported with deduction memo.

In case of payment through Bank:

You shall have to furnish (i) Indemnity Bond for the A/T, (ii) Undertaking (iii) Power of Attorney duly registered with UGVCL 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 UGVCL format only and should be duly NOTARIZED).

While extending the above facility, UGVCL 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.

UGVCL 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 UGVCL.

As per GUVNL letter No.GUVNL/ED(F&A)/141 Dtd.16.05.2016.The cash discount payment scheme is as under for early payment. However, the same shall be confirmed from UGVCL before claim of early payment.

Sr. No.	80% Payment on receipt of material against TRC	Cash Discount to be recovered (%)
1.	Payment on 7th day	1.50%
2.	Payment on 15th day	1.00%

This above referred scheme shall be applicable subject to following terms and conditions:-

i. This scheme shall be applicable for payment of supply of all type of materials.
ii. If 7th day or 15th day is Public holiday or weekly off, then the next working day shall be considered. The period of 7th days or 15th days to be considered is from the "Date of Receipt of material (DRM)" mentioned in the Truck Receipt Certificate (TRC).
iii. The Cash Discount is to be recovered at the above referred percentage only on payment terms of 80% payment against TRC within 30 days.
iv. No Cash Discount is to be availed on balance 20% payment against S.R. Note within 45 days.
v. The above referred Scheme of early bill payment against Cash Discount will be at the sole discretion of GUVNL and its Subsidiary companies subject to availability of fund and the same should not be treated as a right of the supplier.
vi. Early payment and recovery of cash discount shall be applicable to only those suppliers who choose this facility.
vii. The scheme shall be implemented with immediate effect.

21.REPEAT/ADDITIONAL ORDERS:

21.1. The UGVCL may place repeat Order / additional Order, provided there is no conspicuous downtrend in the price of such item.

21.2. The Company reserve the right to place repeat orders / additional orders on the successful Tenderers up to 25% of the original quantity of the A/T at the same Prices, Terms and Conditions stipulated in the original contract within completion of contractual period. If, repeat order is placed in the last month of Contractual delivery schedule of main order, commencement period of one month should be given for repeat order. The delivery schedule for repeat order should be given considering

proportionate delivery schedule of main order and it will be started on completion of contractual delivery schedule of main order. However, in special circumstances the Company may place repeat order for 25% of the original quantity of the A/T with early delivery schedule of material, as mutually agreed upon.

21.3. In special circumstances GUVNL and its subsidiary Companies 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.

21.4. The material supplied will be considered on FIFO basis i.e. first applied towards original order & after completion of original order quantity, material supplied will be considered towards repeat / additional order.

22.DELIVERY SCHEDULE OF UGVCL:

Delivery of materials is desired as under:

a) Submission of Sample/Drawing. b) Approval of Sample/Drawing.	Within commencing period. No separate commencement period will be given.
c) Commencement of supply after----->** d) Qty.to be supplied.Month wise/ Quater wise supply after Commencement period ---->	As per the details shown in Clause 23 below:

Supplier is liable to get the drawings / Sample /proto 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 UGVCL will be considered and in such case, no subsequent complaint will be entertained.

The delivery Schedule proposed by UGVCL 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 UGVCL requirement will be given on pro-rata basis and also based on the quantity allocations done by UGVCL.

23.DELIVERY PERIOD:

The delivery of material shall be completed within 07 (Seven) months, in equal monthly basis after a commencement period of 45 days from the date of receipt of Letter of Acceptance (LOA) . However, early delivery will be acceptable if required by UGVCL.

Further in commencement period, formalities related to getting approval of drawing, Type test & proto sample shall be completed.

However, if UGVCL require earlier delivery; the same should be delivered as per requirement.

The UGVCL may distribute their requirement either on equal monthly basis or on month wise delivery schedule basis considering 07 months as delivery period.

The Tenderers will have to quote a firm delivery schedule on month / quarter wise basis as specified subject to the force Majeure conditions as accepted by DGS & D. Tenderer should mention their delivery period in Annexure – 5 (online as well as Physical). 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.

[a]The date of inspection of materials will be reckoned, as the date of dispatch, provided the due quantity of materials are offered for inspection giving two weeks' time to UGVCL for arranging the inspection. 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. In case the material is offered for inspection on the last week of the scheduled period, the same will be considered as delay in delivery and will be liable for penalty in terms of the contract.
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 UGVCL.
[b]In case the materials are supplied later than the date of contractual delivery schedule, materials may be accepted by UGVCL 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.
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 UGVCL will recover the actual expenses of to & fro travelling fares plus Rs.1000/- per day per employee.
[c]In order to avoid delay in dispatch of the inspected lot materials, if the materials are found OK then written dispatch instruction will be given by UGVCL inspector at suppliers works and the date on which these written instructions are issued will be reckoned as date of dispatch instructions and materials are to be dispatched to respective consignees within 15 days thereafter OR if written dispatch instructions are not given by UGVCL inspector at works, then materials are to be dispatched to respective consignees within 15 days from date of DI received by you, from UGVCL.

If the materials are not dispatched within 15 (fifteen) days from the date of dispatch instructions received by you as mentioned above, special penal charge shall be recovered at ½% per week (for actual delay in dispatches), maximum up to 3% of the Dispatch instructions consignment value. This will be in addition to UGVCL penalty clause of the A/T.

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 UGVCL' discretion to accept the same or not. If the subsequent testing's are to be carried out, then all the expenses of the inspector and other expenses incurred by UGVCL will be to tenderers account. This will be binding on you.

24.SUPPLY OF MATERIALS AT UGVCL'S STORES:

The Tenderers will have to agree to supply any of the quantities at any of UGVCL Stores in Gujarat (i.e. F.O.R Destination only).

25.PENALTY FOR LATE DELIVERY:

25.1. Penalty shall be @ 0.5% per Week or part thereof on delayed portion subject to maximum 10% of the Order Value (End Cost) in case of supply only, whereas in case of Projects, the ceiling shall be with reference to total contract value of the project (Supply + Erection + Civil). For calculating the delayed portion, date of actual receipt of material at store shall be considered.

25.2. In order to avoid delay in dispatch of the inspected lot of materials, for which Dispatch Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the materials at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If materials are not received at Stores within 15 days / 21 days, as the case may be, from the date of issue of Dispatch Instructions, special penalty charges shall be recovered at 0.5% per Week or part thereof, maximum up to 3% of the Dispatch Instructions consignment value.

25.3. **General Guide lines.** In order to avoid delay & possible attraction of penalty,

25.4.1. 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.

25.4.2. 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.

25.4.3. However, the Company shall carry out inspection not later than Seven days from the date intimation from the Supplier for inspection.

25.4.4. The Dispatch Instruction will be given within Seven days' time from the date of satisfactory inspection.

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

Due consideration will be given for waiver / levy of penalty only for the reasons absolutely beyond suppliers control (e.g. Force Majeure conditions as laid down in the DGS & D, Clause reproduced hereunder) for which documentary evidence will have to be provided. The request for extension in delivery giving reasons and supporting documents shall have to be made within one month on completion of the supply only.

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

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

"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 of the company, which shall be final, all unused undamaged and acceptable materials bought 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, bought out component and stores as the supplier may with concurrence of the Purchaser elect to retain".

Penalty on rejected Materials during testing :-

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 materials will be considered as rejected, and if replacement is not possible due to utilized/ 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% (Thirty) of the End Cost Price, and all these will be binding on the supplier.

26.Extension In Contractual Delivery Date:

It will be supplier's responsibility to ensure that goods are delivered within the stipulated delivery period. However, on account of reasons beyond ones control as laid down in the DGS & D Force Major Conditions UGVCL may consider extension of delivery period with or without statutory variations and with or without price variation.
However, delivery extensions will be considered only after execution of the order fully and upon submission of documentary evidence for the reasons of delay.
Such extension will be subject to the following conditions shown hereunder.

(a) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax 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 P.O referred to above shall be admissible on such of the said stores as are delivered after the original contractual delivery date and

(b) That notwithstanding any stipulated 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 P.O shall be admissible on such of the said stores as are delivered after the original contractual delivery date.

(c) 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, excise duty, sales tax or on account of any other tax or duty or on any other ground as stipulated in the P.O., which takes place or on after the contractual delivery date of the said P.O.

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

28.POST TENDER CORRESPONDENCE / ENQUIRIES:

Any correspondence or enquiry subsequent to opening of Technical and Commercial bids is not desirable, if the same is canvassing the matter, directly or indirectly with any Officers of UGVCL, as otherwise the same would also amount to disqualification of the tender.

29. Tenderer may submit requisite descriptive literature and all other required documents like technical data, literatures, list of testing equipment's, list of equipment's / machinery of manufacturing the tender item/s etc.. Tenderer will be at full liberty to provide information and data about his products.

30.TEST CERTIFICATES:

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, UGVCL will not be responsible for any delay in payment on this account.

31.TYPE TESTS:

(TO BE SUBMITTED IN "E.M.D. COVER DOCUMENTS" IN PHYSICAL FORM AS PER CLAUSE NO.: 8 OF THIS COMMERCIALS TERMS AND CONDITIONS)

All the necessary Type tests will have to be carried out before submission of the tender and to be submitted along with EMD Cover Documents as per clause no.: 8 of this commercial terms and condition (to be kept in EMD Cover in physical form). The Type Tests which are more than 05 (Five) years old will not be considered (except otherwise specifically mentioned in the Guaranteed Technical Particulars i.e.G.T.P's.) and such tenders will be rejected. All the required type tests should not be older than 5 (five) 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 at UGVCL sole discretion to accept them or NOT.

However, depending up on UGVCL 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 30 (Thirty) days of the issue of LOA or at UGVCL discretion, failure to do so the LOA stands cancelled and the detailed purchase order will not be placed and no further correspondences in this matter will be entertained at any cost and will be out rightly ignored.

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

33. 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- 6 of e-tender and Physical.

Failure to do this will result on suppliers tender being rejected without any reference. In case of bought out items they should furnish the backup guarantee from their principals.

34. UGVCL 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.

35. 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 & the ISS or BIS Nos. in the body of the tender itself under the Annexure-12 of e-tender and Physical.

If technical deviations furnished by the Tenderer are not agreeable to UGVCL, the offers may be ignored. However it will be solely at UGVCL discretion to consider the technical deviations OR not for considering the Tenderer. No correspondences of the Tenderer after opening of the bid will be entertained in this matter.

36. Please indicate whether the goods offered are first sale or second sale so as to determine the payment of sales tax.

37. ADVANCE INTIMATION TO THE CONSIGNEE:

When R.R. is obtained and materials dispatched R.R. No. Wagon No. etc. should be intimated to the consignee in advance, preferably by phone / fax / telegram 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 issued by telegram, 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 UGVCL has to incur any extra expenditure for want of advance information, the same would be recovered from the suppliers.

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.

38. TENDERERS SHOULD SUBMIT ALL THE, FOLLOWING DETAILS/DOCUMENTS IN TECHNICAL STAGE OF TENDER IN PHYSICAL FORM IN THEIR TECHNICAL BID.

(1) List of testing equipment's (must have been calibrated up dated) for tender items/s
(2) List of machinery installed for manufacturing tender item/s
(3) Annual production capacity (with shift in operation) of each item manufactured
(4) Sales Tax Registration no. and date and issuing authority
(5) Valid factory license (for manufacturer)
(6) Registration No. under shops and Estt. Act and issuing authority (if applicable)
(7) Audited Accounts and financial turnover of last three years of the firm
(8) Performance reports, if any
(9) Consent letter from their principals to manufacture such items whenever applicable
(10) Copy of partnership deed / Memorandum of Pvt. or Public limited company's issued by RoC
(11) Copy of order/s of tender item/s of Subsidiary Company of GUVNL executed in last three years
(12) Copy of order/s of tender item/s of Subsidiary Company of GUVNL and other DISCOM/ SEB of Outside Gujarat, under execution

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

40. **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 as well as in physical form 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 UGVCL in respect of this tender.**

41. Please give suitable declarations in e-tendering / online as well as Physical format that "I / We declare that we are manufacturer for all the tendered items". **(Please refer Annexure-15)**

42. GUARANTEE:

If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within 18 months of their receipt at site or 12 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.

After intimation from the any UGVCL offices regarding collection of defective purchase items, same are to be collected within fifteen days invariably.

If defective purchase items are not replaced / repaired within one month from the date of the receipt of the intimation, UGVCL shall recover an equivalent amount of purchase item plus 15% supervision charges from any of the bills.

43. PERFORMANCE BANK GUARANTEE (PBG) TOWARDS WARRANTY / GUARANTEE:

Performance Guarantee shall be paid by the successful bidders irrespective of whether they are SSI Unit or exempted by NSIC.

43.1. 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.

43.2. 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.

43.3. **Item wise Performance Guarantee are as under:**

43.4. **Distribution Transformers (All types), Meters of all types, Conductors, Cables, Insulators, Steel items, Kit-Kat Fuses, L.T. Dist. Boxes, Transformer Oil, Line Hardware, and PVC Pipe :**

43.4.1. 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

43.5. **Metal Meter Boxes, G.I. Wires, Stay Wires, Earthing Plates:**

43.5.1. 2% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

43.6. **Items related to Transmission, Generation and others:**

43.6.1. 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

43.7. Performance Guarantee shall be considered as per Tender terms.

43.8. 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 SSI (SSI/ MSME Part-II/Udhyog aadhaar memorandum) & CSPO / NSIC / DGS&D Registration Certificates. This benefit of exemption will not be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

43.1. Wherever, the rate of performance Bank Guarantee of 5% is stipulated in the Purchase Policy, the same be considered as 3% for Micro and Small Scale Industrial (manufacturing) Units of Gujarat State, while for others it is 5%.

43.2. Wherever the rate of Performance Bank Guarantee of 10% is stipulated in the Purchase Policy, the same be considered as 4% for Micro and Small Scale Industrial (manufacturing) Units of Gujarat State, while for others it is 10%.

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

43.10. 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.

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&D registration certificates for the item under tender. No exemption as well as relaxation shall be given to outside Gujarat based parties.

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.18/24/36/48/60 Months OR whatever applicable as per Technical Specifications and should have a clear one time validity for the full period. PG for an interim period will not be allowed.

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 UGVCL will be at liberty to encash the same, without entering into further correspondence, formalities, etc. in the matter.

"NO STAGEWISE BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE."

CORPORATE GUARANTEES ARE NOT ALLOWED.

44.APPROVAL:

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

45. UGVCL 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 UGVCL reserves right to reject the offer out rightly.

UGVCL 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.

46.OTHER CONDITION OF SUPPLY:

UGVCL General Conditions of contract will apply to all supply to contracts and supplier will be deemed to fully aware of UGVCL 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 the same. Copies are available from UGVCL Office.

*47.*Relationship with employee:-

Every bidder should, at the time of submission of bid, give a declaration as under.

"If in any Bidder Company/ firm, the interest (i.e. Shareholding in company and share in partnership firm) of any employee of the tendering Company or his/ her relative as defined in Section 2(77) of the Company's Act. 2013 is 10 percentage or more, the tendering Company will not deal with such Company/ Firm at all.

Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would immediately disqualify the tenderer for further dealing with the tendering Company."

48. 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 or testing's 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.

49.AUDIT INSPECTION:

From the lots inspected by the User Department Inspector, the Inspector of Audit Inspection Wing may pick up samples from the lots supplied at RSO's of UGVCL or other stores of UGVCL at random for quality check only.

The samples picked up will be tested for acceptance test / type test or as decided by UGVCL at Government approved laboratory in presence of representatives of supplier and UGVCL as per relevant ISS/BIS/ UGVCL specifications. The test results will be binding on the suppliers and UGVCL, 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, UGVCL will deduct maximum up to 30% (Thirty) of the End Cost Price. If the same are not utilized / consumed, then UGVCL may ask for replacement at sole discretion of UGVCL or may accept with maximum deduction upto 30% (Thirty) 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 UGVCL for testing and if subsequent testing are to

be carried out (which will solely at UGVCL discretion), then all Testing fees, expenses of the inspector and other expenses incurred by UGVCL will be to supplier's account. The decision in this regard for acceptance as above of UGVCL shall be final and this will be binding on the supplier.

50.INSPECTION:

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

51.TERMINATION OF CONTRACT:

In case, the supplier fails to deliver the stores / materials / equipment's 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, UGVCL shall exercise its discretionary power either:

[a] To recover, from the supplier as agreed, by way of penalty clause above,
and/or
[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
and/or
[c]To cancel the contract.

In the event of the risk purchase of stores of similar description, the opinion of UGVCL shall be final. In the event of action taken under clause (a) or (b) above, the supplier shall liable to pay for any loss which UGVCL may sustain on that account but the supplier shall not be entitled to any saving on such purchases made against default.
The decision of UGVCL shall be final as regards the acceptability of stores supplied by the supplier and UGVCL shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.
Further, "UGVCL 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 ONE month 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.

52.ARBITRATION:

All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the MD of UGVCL, for that purpose, who shall

be a retired High Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act. 1996 as amended from time to time and the rules made there under.

53.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 under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e. Mehsana.

54. Offers on Ex-stock or offers requiring no foreign exchange will be considered. Those offers requiring foreign exchange will not be considered.

55.SUBMISSION OF OFFERS:

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, UGVCL 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 UGVCL will consider only one lowest offer for allocation of quantity if decided.

Many of the tenderers are submitting their offers with the conditions of advance payment along with the order; such conditions are not acceptable by UGVCL.

56.Participation by Foreign Manufacturers (other than propriety items) in:-

56.1.

56.1.1. The Vendor Registration shall be given to Original Equipment Manufacturer (OEM) only. The Traders / Dealers / Agent shall not be considered for the above registration.

56.1.2. The OEM Vendor while registration shall have to declare the Country of Origin i.e. the place where the OEM's Manufacturing Units exist.

56.1.3. OEM is required to pay Vendor Registration Fees as applicable at the time of registration.

56.1.4. At the time of participation in the Tender, the OEM is required to pay Tender Fees and EMD as applicable for the Tender.

56.1.5. 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 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.

56.1.6. 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.

56.1.7. Foreign OEMs to confirm for design, manufacturing & testing of equipment as per relevant IS / IEC / ANSI / any International Standards with latest amendments.

56.1.8. 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.

56.1.9. 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.

56.1.10. 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.

56.1.11. For dispute, if any, the Indian Judicial as defined in the Tender by the Company shall be binding on Foreign OEM.

56.1.12. Foreign OEM to abide & act as per the Indian Govt. Rules & Regulation in To-to.

56.1.13. Bid Currency: - Indian Rupees only.

56.1.14. Any statutory variation in Taxes / Duties in India during contractual delivery schedule shall be payable / receivable.

56.1.15. 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.

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.

56.1.16. 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.

56.2. **Tender participation by an Indian Agent / Associate quoting on behalf of the Principal / Manufacturer abroad on FOR destination basis:-**

56.2.1. It is preferred that the Manufacturer is expected to quote rates directly in 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.

56.2.2. 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.

56.2.3. 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.

56.2.4. *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.*

56.2.5. *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.*

56.2.6. *Bid currency: - Indian Rupees only.*

56.2.7. *Any statutory variation in Taxes / Duties in India during Contractual Delivery Schedule shall be payable / receivable.*

56.2.8. *Indian Agent / Associate have to pay EMD, Tender Fees, PBG as per Tender Condition.*

56.2.9. *The Indian Agent and OEM both are responsible for successful execution of the Contract.*

56.2.10. *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.*

56.2.11. *Foreign OEMs have to confirm for design, manufacturing & testing of equipment as per relevant IS / IEC / ANSI with latest amendments.*

56.2.12. *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 & type tested as per IEC / IS / Specification from accredited Laboratory.*

56.2.13. *For bidding purpose, the OEM shall permit only one Indian Agent / Associate to participate in the Bid, as its Sole Agency.*

56.2.14. *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.*

56.2.15. *For dispute, if any, the Indian Judicial as defined in the Tender by the Company shall be binding on Foreign OEM.*

56.2.16. *Over and above following documents shall be submitted:*

56.2.16.1. Attested photo copies of all Agreements with the Principal including Supplementary Agreement covering appointment as Authorized Representative / Agent & terms relating thereto.

56.2.16.2. The nature of services to be rewarded by an Authorized Representative / Agent & the Commission payable to him shall unambiguously reflect in the Contract.

56.2.16.3. PAN No. Disclose Name & Address of Bankers within & outside Country

56.2.16.4. Income Tax No. of Foreign Supplier.

56.2.16.5. Balance Sheet of last 3 years to be submitted.

56.2.16.6. Previous professional background & suitable details regarding the nature of the business undertaken by the Agent.

57. Tenderers should agree to submit the Test Certificates in triplicate after inspection is carried out by UGVCL Representative prior to dispatch of materials for UGVCL approval.

58. UGVCL reserves the right to cancel any or all the offers / bids or to accept any offer without assigning any reasons.

Also in case UGVCL finds that there is an attempt of cartel in the prices, UGVCL reserves the right to consider or reject any or all the parties offers without assigning any reasons thereof.

59. UGVCL reserves the right to increase or decrease the quantity against each item/s while placing the order.

60.QUANTITY TOLERANCE:

(When the Order placed is in terms of Weight basis / Length basis)

The quantity tolerance shall be allowed ± 3% order-wise for total order quantity for each item except cables.

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.

61. The tenderers should invariably write the Tender no., Due date of opening of tender, name and address of the Company / bidder, on sealed covers of EMD Cover Documents, otherwise the tender covers without these details will not be opened which may please be noted.

62. The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) in online as well as Physical format of tender only.

63. All the costs of the stamp papers, other than required for payment is to be made through SIDBI / ICICI by UGVCL, are to be borne by you as per the Govt. Of India's latest guidelines.

64. Tenderer should invariably fill up all the details of all the Annexure of online /e-tendering as well as Physical including the prices in the Price Bid format. This is mandatory.

65.EMBOSSING OR ENGRAVING:

The successful Tenderer wherever possible, will require to emboss / engrave the words "Property of UGVCL" 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 UGVCL. Also suppliers should emboss / engrave / affix their company nameplate with details OR manufacturer's name and trademark.

66. If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if UGVCL suffers any financial loss due to this, then UGVCL will be at liberty to adjust the amount from other orders of the same firm or by encasing the Bank Guarantee.

67.MINIMUM TENDERING QUANTITY:

Minimum Tender Quantity to be Offered / Quoted:-

67.1. 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.

UGVCL shall not consider the Bid of any firm, who quotes for lesser quantity than the minimum quantity mentioned in the Tender document.

Sr. No.	Tender Value	Minimum quantity to be offered by	
		For MSMEbidders	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%

68. Please note that any additional conditions/ deviations, if any, found in the Commercial terms & conditions (except reference under **clause no.35** 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.

69. All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.

70. 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 M/S UGVCL are furnished by the bidder.

71.PURCHASE AGREEMENT:

The successful bidder has to execute agreement in UGVCL on Non judicial Stamp paper of Rs. 100/- duly Notarized as per agreement document uploaded herewith within 10 days after the payment of S.D. amount/Bank Guarantee.

The cost of Non judicial stamp & Notary charges will be borne by the successful bidder. The agreement shall be executed between CE (P&P) & the authorized representative of successful bidder as mentioned hereunder.

Agreement:-

71.1. On approval of the offer of successful Bidder, a Contract Agreement is required to be entered into between the UGVCL and the successful Bidder. UGVCL shall issue a detailed A/T /order incorporating various terms and conditions.

71.1.1. An Officer who signs the LOA / Purchase Order be authorized to sign the Agreement documents on behalf of the Purchaser Company &

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

71.1.2.1. 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;

71.1.2.2. *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; &*

71.1.2.3. *If it is a Proprietary Firm, then the Proprietor himself should execute and sign the Agreement and his full residential address must be available in the file.*

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

72. In case due to any technical snag at bidders end or at service providers for e-tendering, the bidder could not submit their on line tender in prescribed time limit, UGVCL is not held responsible for the same and in that case UGVCL will not entertained any request / representation

73. Cartel:-

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 formation 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.

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.

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E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO.: UGVCL / _____
(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

WHEREAS M/s. _____ (name & address of the Firm) having their registered office at _____ (address of the firms Registered Office) (hereinafter called the 'Tenderer') wish to participate in the tender No. _____for

_____ of (Supply / Erection / Supply & Erection Work) (Name of the material / equipment / Work) for _____ Uttar Gujarat Vij company Ltd. and WHEREAS a Bank Guarantee for (hereinafter called the "Beneficiary") Rs._____ (amount of EMD) valid till _____ (mention here date of validity of this Guarantee which will be 4 (FOUR) months beyond initial validity of Tender's Offer) which is required to be submitted by the Tenderer along with the Tender.

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

We _____ (name of the Bank) also agree that withdrawal of the Tender or part thereof by the Tenderer within its validity or Non-submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the Uttar Gujarat Vij company Ltd. would constitute a default on the part of the Tenderer 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 Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

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

"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."

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

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.

NAME OF DESIGNATED BANKS:

All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.

Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

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

ON STAMP PAPER OF RS.100/-

FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (PG) for supply period as per Commercial Terms and Conditions of Tender]

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Uttar Gujarat Vij company Ltd.. or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said Uttar Gujarat Vij company Ltd.on behalf of M/s. _____ who have entered into a contract for the supply/works specified below:

L.O.A. No._____dated_____.

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

Place:
Date:

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

NAME OF DESIGNATED BANKS:

All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.

Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

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

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

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ON STAMP PAPER OF RS.100/-

FORM OF BANKER'S UNDERTAKING

[For Performance Guarantee (PG) for Warrantee Period as per commercial terms and conditions of tender]

We, Bank of _____ hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Uttar Gujarat Vij company Ltd. or any Officer authorized by it in this behalf any amount up to and not exceeding Rs. _____ (in words) Rupees _____ to the said Uttar Gujarat Vij company Ltd.on behalf on 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 upto and inclusive of _____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 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 the Beneficiary under this Bank Guarantee shall be forfeited and we shall be released and discharged from all liabilities there under:

Place:

Date:

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

NAME OF DESIGNATED BANKS:

All Nationalized Banks including Public Sector Banks IDBI Bank Ltd.

Private Sector Banks authorized by RBI to undertake the state Government business, which are (i) Axis Bank (ii) ICICI Bank (iii) HDFC Bank

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

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

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ANNEXURE – 1

Subject: Supply of _____

Reference: Tender enquiry No.: UGVCL/ /
Due on date: / / 201 .

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

I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.

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.35 of this tender document).

Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.35 of this tender document), our offer shall be out rightly rejected without assigning any reason thereof.

Seal of the Firm

Signature of the Authorised Representatives of the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

ANNEXURE – 2

I / WE, confirm that following documents are filled in / submitted in the online / e-tendering as well as Physical format of the technical bid.

Sr. No	Details	Confirmation (Tick ☑ any one)
1	Firm's details as per "Annexure –3"	YES / NO
2	Copy of the un-priced schedule i.e. "Annexure – 4". (Description and quantity of items offered in price schedule without price)	YES / NO
3	Delivery schedule as per "Annexure- 5"	YES / NO
4	Past experience details as per "Annexure-6"	YES / NO
5	List of Performance certificates as per "Annexure-7"	YES / NO
6	List of Type test reports as per "Annexure-8"	YES / NO
7	Certificate –A	YES / NO
8	Confirmation of UGVCL technical specification	YES / NO
9	Guaranteed Technical Particulars submitted in UGVCL Performa only.	YES / NO
10	ANNEXURE - 10	YES / NO
11	ANNEXURE - 11	YES / NO
12	ANNEXURE - 12	YES / NO
13	ANNEXURE - 13	YES / NO
14	ANNEXURE - 14:Undertaking in regard to Stop Deal / Black List thereof	YES / NO
15	ANNEXURE–15:Declaration as manufacturer of tender Item/s	YES / NO
16	Important Instruction	YES / NO

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

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ANNEXURE – 3

DETAILS OF THE FIRM

Tenderer may MANDATORILY fill all the details in this form and should be placed as a forth page of offer.

These details are necessary to create the database of suppliers

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

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

ANNEXURE – 3 (Continued)

DETAILS OF PARTNERS / DIRECTORS OF FIRM / COMPANY				
Sr. No.:	Name of Partners / Directors DIN no. as applicable	e- mail ID	Address of Office & Contact Phone / Fax No. / Mobile No.	Address of Residence & Contact Phone / Fax No./ Mobile No.
1				
2				
3				
4				
5				
6				
Name of Authorized Signatory:				

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

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ANNEXURE – 4

UN – PRICED SCHEDULE (COPY WITHOUT PRICES) and should be placed as third page of offer.

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

@ No. of shift per day in operation at factory/works considered for working out annual production capacity may be mentioned.

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ANNEXURE - 5

DELIVERY SCHEDULE

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

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

Sr. No.	Details of the Items / Equipments Offered	Tenderer's Commencement Period as per tender	Tenderer's Delivery Schedule after Commencement period.

Note:

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

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

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ANNEXURE- 6

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

Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	Name of ITEMS	ORDER QUANTITY	ORDER FULLY EXECUTED YES/NO	STATUS, IF ORDER UNDER EXECUTION	Qty. on hand if order under execution	REMARKS
	GUVNL (Formerly GEB) MGVCL/UGVCL/DGVCL/PGVCL/GETCO/GSECL(List of order to be submitted in "EMD Cover documents " in Physical form.Refer clause No.8)							
1)								
2)								
3)								
4)								
5)								
B	OTHER STATE ELECTRICITY BOARD:							
1)								
2)								
3)								
4)								
5)								
C	PRIVATE FIRMS:							
1)								
2)								
3)								
4)								
5)								

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ANNEXURE – 7

LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID

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

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ANNEXURE- 8

LIST OF TYPE TESTS REPORTS SUBMITTED WITH THE TECHNICAL BID

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.

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ANNEXURE – 9

LIST OF THE TENDER DRAWINGS SUBMITTED WITH THE TECHNICAL BID
(DRAWING OF EACH OF ITEM OFFERED AS PER REQUIREMENT OF TENDER TO BE SUBMITTED IN PHYSICAL FORM)

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

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ANNEXURE – 10

Vendor must fill up below details & should place at the top of the Technical Bid **and should be placed as a first page of offer.**

1	PRICES: [FIRM /VARIABLE]	FIRM /VARIABLE
2	EXCISE DUTY:[In percentage] (Please Specify EXCLUSIVE of Ex-work price/Inclusive in Ex-work price/ EXEMPTED/Not Applicable)	_____%
3	SALES TAX: [In percentage] (Please Specify EXCLUSIVE / Inclusive in Ex-work price /EXEMPTED/ NOT APPLICABLE) Please quote your Sales Tax Registration No. & Date. Goods offered are First sale or second	_____% First/Second
4	PENALTY TERMS OF TENDER AGREED: (Clause no.:25) (Please Specify YES / NO.)	YES / NO
5	PERFORMANCE GUARANTEE TO COVER EXECUTION PERIOD (SECURITY) TERMS OF TENDER AGREED: (Cl.no.9)(Please Specify YES / NO.)	YES / NO
6	PERFORMANCE GUARNTEE TOCOVERWARRANTYPERIOD TERMS OF TENDERAGREED: (Wherever applicable):(Cl.no.43) (Please Specify YES / NO.)	YES / NO
7	DELIVERY TERMS OF TENDERAGREED: (Please Specify YES / NO.) (It should not be different than declared / mentioned in Annexure-5) (Please refer Cl. no. 23 of comm. T & C and as per schedule-A of tender)	YES / NO
8	VALIDITY OF THE OFFER OF TENDERAGREED (clause no.:10)(Please Specify YES / NO.)	YES / NO
9	PAYMENT TERMS OF TENDER AGREED: (Clause no.:20) (Please Specify YES / NO.)	YES / NO
10	ITEMS OFFERED : Brief description :	1. 2. 3. 4. 5.
11	QUANTITY OFFERED (It should not be different than declared / mentioned in Annexure-4)	1. 2. 3. 4. 5.

Note: %age/amount of excise duty and sales tax will be considered as offered in price bid.

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

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ANNEXURE – 11

(COPY OF EACH OF FOLLOWING TO BE SUBMITTED AS AN ATTACHMENT)

Vendors must furnish the below details /documents along with technical Bid.

1. List of testing equipment's (must have been calibrated up dated) for offered item/s of tender
2. List of machinery installed for manufacturing of offered item/s of tender
3. Annual production capacity (with shift in operation) of each item manufactured
4. Copy showing Sales Tax Registration no. and date and issuing authority
5. Copy of valid factory license (for manufacturer)
6. Copy showing Registration No. under shops and Estt. Act and issuing authority (if applicable)
7. Audited Accounts and financial turnover of last three years of the firm, duly certified by Authorized Charter Accountant
8. Performance reports, if any
9. Consent letter from their principals to manufacture such items whenever applicable
10. Copy of partnership deed / Memorandum of Pvt. or Public limited company's issued by RoC
11. Copy of each order of subsidiary company of GUVNL for each item offered which are executed in last five years (list to be submitted in physical form in "EMD Cover Document" also)
12. Copy of each order of subsidiary company of GUVNL and other DISCOM/ SEB for each item offered, which is under execution (list to be submitted in physical form in "EMD Cover Document" also as per cl. no. 8)

Note: In case of non-attachment of mandatory document or attachment of wrong document, bid/offer may be rejected at the discretion of UGVCL.

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ANNEXURE – 12

TECHNICAL& COMMERCIAL DEVIATIONS, IF ANY,TOBE FURNISHED IN THIS ANNEXURE ONLY AND TO BE SUBMITTED WITH THE TECHNICAL BID.

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)

<table>
<tr><td>

[A] Bidder shall mention confirmed/Not confirmed in provided box.

"This is to certify / confirm that during past 3 months from the last date of submission of the above tender, we have not quoted/offered the unit ex-works price with excise duty for the tendered item/s (with similar specifications as per the above tender of UGVCL) at the unit ex-works price with excise duty to other subsidiary company of GUVNL, which is lower than the unit ex-works price with excise duty quoted/offered in the above tender by us for the aforesaid tendered item.

</td><td>*Confirmed/ not confirmed*</td></tr>
<tr><td>

[B] If not confirmed at [A] above, please fill up the following.

The unit ex-works price with excise duty quoted/offered (with similar specifications as per the above tender of UGVCL) by us to other subsidiary company of GUVNL at the prices lower than this tender during the last three (3) months are given below:

<table>
<tr><th>Sr. No.</th><th>Name of tender item</th><th>Name of buyer</th><th>Unit ex-work price with excise duty in Rs.</th></tr>
<tr><td>#</td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table>

#up to 25 Nos. of Rows

</td><td></td></tr>
<tr><td>

[C] Bidder shall mention accepted/Not accepted in provided box.

We further accept and confirm that if the above prices as per [B] quoted/offered are lower than the prices of this tender or if subsequently it comes to the knowledge of UGVCL that we have quoted/offered the unit ex-works price with excise duty or tendered item/s (with similar specifications as per the above tender of UGVCL) to other subsidiary company of GUVNL, which is lower than the unit ex-works price with excise duty quoted/offered by us in the present tender of UGVCL for the tendered item/s during past 3 months from the last date of submission of this tender and till LOA is placed under this tender by UGVCL, UGVCL is authorized to place the LOA / A/T for the above tendered item/s at lowest of the such lower unit ex-works price with excise duty quoted/offered by us during this period and we undertake to accept the LOA /A/T at such lowest unit ex-works price with excise duty."

</td><td>*Accepted/ not accepted*</td></tr>
</table>

NOTE:

BIDDERS MUST MENTIONED / PROVIDE TEXT / WORDS OF "CONFIRMED / NOT CONFIRMED" IN BOX OF PART [A] and "ACCEPTED / NOT ACCEPTED" IN BOX OF PART[C] OF ABOVE ANNEXURE -13 IN ONLINE MODE. THE WORDS OTHER THAN ABOVE SHOULD NOT BE ALLOWED / CONSIDERED OTHERWISE THE BID MAY BE REJECTED WITHOUT GOING IN TO FURTHER CORRESPONDANCE WITH BIDDER.

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

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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.:

I / We _____ authorized signatory of M/S _____ here by certify that M/S

_____ and their proprietor / any partner / any directors of the firm is not stop deal and/or banned for business dealing and/or black listed by GUVNL and/or their any subsidiary company viz. GSECL / GETCO / DGVCL / UGVCL /UGVCL / PGVCL.

Signature of the Tenderer

Seal of the Firm

Regd. & Corporate Office : Visnagar Road : Mehsana : 384 001 (North Gujarat)
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e mail : sp1@ugvcl.com, sp2@ugvcl.com, sp3@ugvcl.com, sp4@ugvcl.com

ANNEXURE-15

Ref.: Date:

"I / We declare that we are manufacturer for all the tendered items".

Confirm / Not Confirm: _____

Name of Bidder / Manufacturer: _____

Address of the works: _____
_____
_____

Tender for Supply of _____

Tender No. UGVCL/
Due On:

On Firm's Letter Head

CERTIFICATE – "A"

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

Seal of the Firm

Signature of the Tenderer
With Designation

Place:
Date:

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UTTAR GUJARAT VIJ COMPANAY LTD.
REGD & CORPORATE OFFICE: VISNAGAR ROAD, MEHSANA-384001

Tender No. UGVCL/

Due On:

IMPORTANT INSTRUCTIONS

1. The Tenderer should clearly give certificate along with the Technical Bid:

   "This is to confirm and certify that the offer submitted by me is strictly in accordance with UGVCL 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.35 of this tender document) in the offer from UGVCL Tender Specification. I undertake to abide by UGVCL Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per UGVCL 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 UGVCL, 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 UGVCL specifications, Guaranteed Technical Specifications, Drawing and commercial terms and conditions and false certificate is given by the Tenderer, then UGVCL 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:

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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).

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 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 SI 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:

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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. Latest Telephone and Electricity Bill (Photo Copy)
xii. Type Test Report as per relevant IS for items to be registered not older than 5 Years.
xiii. Approved Plan of Factory.
xiv. If premises are on Lease base / Rental base, registered documents are required.
xv. Name and Address of all the Partners / Directors.
xvi. The complete details of Partners / Directors involved in other Company.
xvii. 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.

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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. 100/-)

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: _____

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UTTAR GUJARAT VIJ COMPANY LTD.

REGD & CORPORATE OFFICE: VISNAGAR ROAD, MEHSANA-384001

S C H E D U L E – 'B' (Price Bid Format)

(TO BE FILLED IN ONLINE / e-TENDER FORMAT ONLY)

Sr. No	Description of materials with details of specification	UGVCL tentative qty.	Qty. offered by tenderer	Unit Ex-works in Rs.	Unit insurance Charges per unit in Rs.	Unit Freight &Packingcharg esper unit in s.	Unit Excise Duty per unit in Rs.	Unit Sale Tax per unit in Rs	Unit End Cost price in Rs.
1	2	3	4	5	6	7	8	9	10

Remarks:

Tenderers should invariably furnish notarized copy of their valid BIS license (with all enclosures of the BIS license) held by their firm using IS / BIS mark wherever applicable.

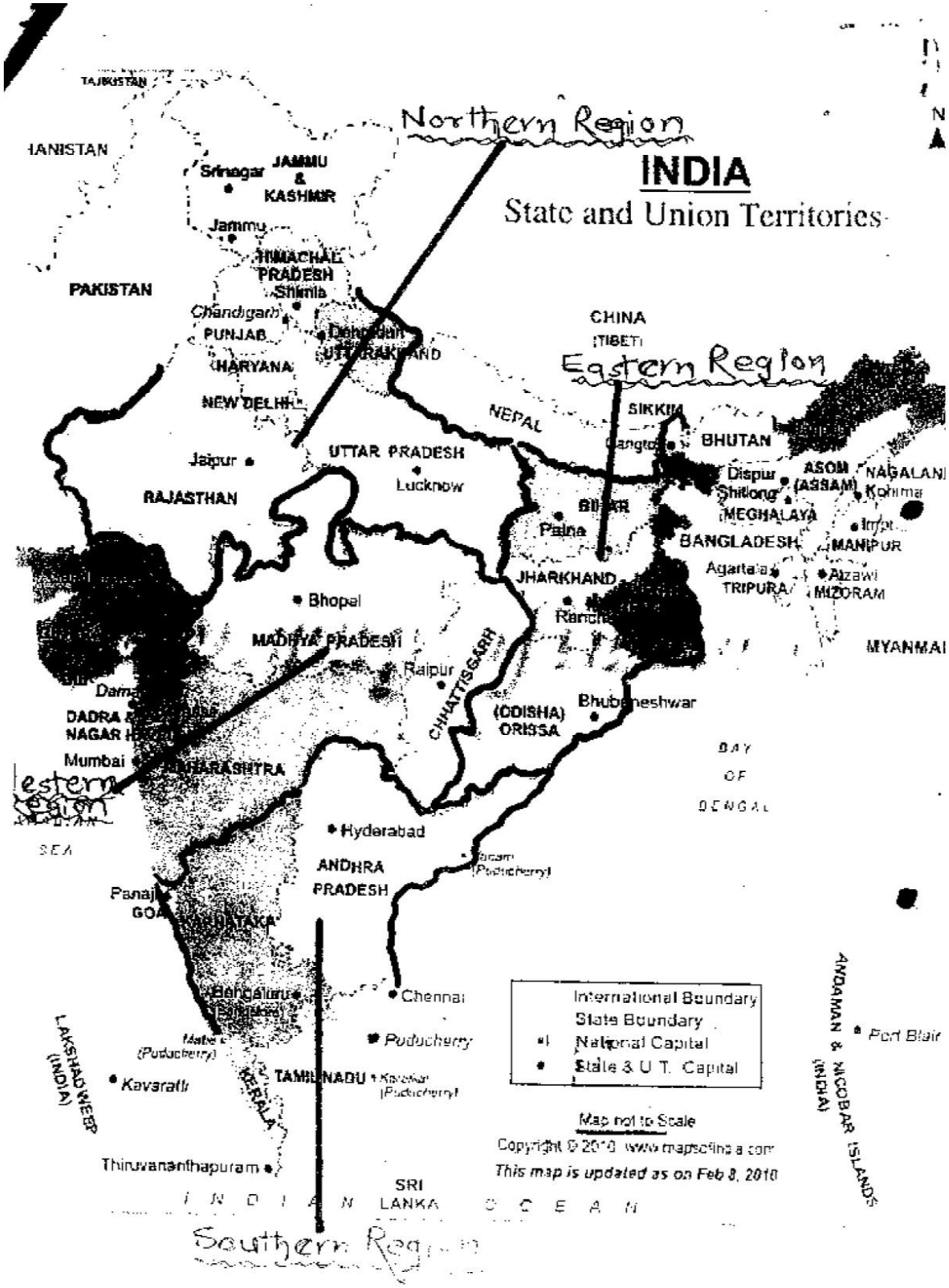
I / We agree to supply the articles noted above at the rates herein tendered by me / us subject to the condition of tender and supply at the Tender Inquiry which I / We have carefully read and which I / We have thoroughly understood and to which I / We agree.

I / We have by agree to keep this offer open for 120 days after the returnable date of the tenders and shall be bound by communication of acceptance dispatched within the prescribed time.

Date:

Yours faithfully,

(Signature of Tenderer)
(With Company's Round Seal)



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