

**TENDER NOTICE No. UGVCL/SP/III/1000/HT TVM with DLMS and TTB**

Purchase Requisition No:**413721** RFQ. No: ..... N-Procure consolidate Details

The Chief Engineer (P) invites **On line Tenders** for the purchase of following item/s. Tender Papers & Specifications may be **down loaded** from Web site <https://ugvcl.nprocure.com> (For view, down load and on line submission) and UGVCL web site [www.ugvcl.com](http://www.ugvcl.com) (For view & down load only). Tender fee may be paid along with submission of tender in EMD cover, for respective tender. "All the relevant documents of tenders to be submitted physically will be received only by Registered Post A.D. or Speed Post super scribing tender cover by **UGVCL/SP/III/1000/HT TVM with DLMS and TTB** addressed to **The Chief Engineer (P), UTTAR GUJARAT VIJ COMPANY Limited., Corporate Office, Visnagar Road, Mehsana : 384 001 (NG).** "**NO COURIER SERVICE OR HAND DELIVERY**" will be allowed.

All the bidders, in respect of tender item must have vendor registration with the GUVNL or their subsidiary companies viz, GSECL/GETCO/UGVCL/PGVCL/MGVCL/DGVCL prior to the date of opening of technical bid of the tender otherwise their bids will not be considered eligible for technical scrutiny and as such, their technical bids will not be opened. (Further Refer **Clause No.1 of Commercial Terms and Conditions.**)

Sr.No	Description	
1	Tender No.	<b><u>UGVCL/SP/III/1000/HT TVM with DLMS and TTB</u></b>
2	Tender Item	Purchase of HT Trivector Meters (-/5) Amp. with DLMS Protocol having accuracy class of 0.5s and TTB (Test Terminal Block)
3	Quantity	1100 Nos.
4	Estimated Cost	70.31 Lacs
5	Tender Fees (Non Refundable)	Rs 5000 + Rs.900 (18%GST)= Rs.5900
6	Ernest Money Deposit Amount inRs.	For MSME Rs.
		For non MSME Rs.
		70000/-
		80000/-
7	Online Preliminary, Technical & Price bid i.e. On line(e-tendering) tender/offer submission last date (This is mandatory)	<b>11.3.2020 up to 18.00 Hrs.</b>
8	Relevant documents & Samples (By Registered Post A.D. or Speed Post only) Physically submission date	<b>On or before date 13.3.2020 up to 18:00 Hrs.</b>
9	Date of opening of Tender Fee & EMD Cover Documents Physical as well as online	<b>16.3.2020 at 12:00 Hrs.</b>
10	Date of opening of Technical Bid Physical as well as online	<b>17.3.2020 at 12:30 Hrs.</b>
11	Date of On line Opening of Price Bid (Tentative, if possible)	<b>31.3.2020 at 12:00 Hrs.</b>

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



Uttar Gujarat Vij Company Limited

CIN : U40102GJ2003SGC042906

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**IMPORTANT:**

(a) All the relevant documents as per requirement of the Tender also to be submitted physically along with the Tender Fee, EMD cover in sealed cover on OR before due date and time. All such documents should be strictly submitted by RPAD/speed post only. Otherwise the offer will not be considered and no any further communication in the matter will be entertained.

(b) Any deviation found in Data/Details/Documents between on line offer (e-tendering) and physically submitted documents (Tender document fee, EMD, Vender Registration, Technical and commercial documents etc.) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

Further bidders are requested to submit price - bid (Schedule - B) and Annexure-13 on-line only and not to submit the price bid and Annexure-13 in physical form. This is mandatory. If price bid and Annexure-13 is submitted in physical form, same will not be opened and only on -line submitted price bid and Annexure-13 will be considered for evaluation.

Bidders are requested to submit details of Annexure-13 in online in technical stage and this is mandatory. In case of on line Annexure-13, if bidder does not provide the details of prices in case of non confirmation of part [A] and /or non acceptance of part [C] of Annexure-13, the bid shall be rejected out rightly, despite the bidder is technically qualified & in such case price bid shall not be opened. No further correspondence in this regard will be entertained.

Remarks for Price Bid: -

Applicable GST rates needs to be mentioned in Column no. 6 (Applicable GST rate) of price bid and in case of bidders opting for composition scheme, "C" shall be mentioned and amount (in Rs.) shall be "0"(Zero) in column no. 12 (Unit GST in Rs.) in online price bid.

(c) It is mandatory for all the bidders to submit their tender documents by both forms viz. on-line (e-tendering) and physically in schedule time. If tender documents submitted in only any one form, say either by on line or physically, in that case the same tender will not be considered.

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

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

Signature of Tenderer:		Company's Round Seal:
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UGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

I/c. Chief Engineer (P)  
UGVCL: RO: Mehsana

**Download Tender Documents in (PDF Format) which consists of:**

- ☞ Schedule 'A'
- ☞ Technical Specifications
- ☞ GTP (GUARANTEED TECHNICAL PARTICULARS)
- ☞ Commercial Terms & Conditions
- ☞ Purchase Agreement
- ☞ Check list

**NOTE:**

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell

(n) code solutions-A division of GNFC Ltd.,

403, GNFC Infotower, S.G. Road, Bodakdev

Ahmedabad - 380054 ( Gujarat )

Toll Free: 1-800-233-1010 (Ext. 501, 512,516, 517, 525)

Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533

Email: [nproucre@gnvfc.net](mailto:nproucre@gnvfc.net)

Other terms & conditions are as per tender documents

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## TENDER NOTICE No. UGVCL/SP/III/1000/HT TVM with DLMS and TTB

### SCHEDULE - 'A'

<u>Sr.No.</u>	<u>Description of material</u>	<u>Tender Quantity</u>
1.	HT Trivector Meters (-/5) Amp. with DLMS Protocol having accuracy class of 0.5s as per UGVCL's specifications.	1100 Nos.
2.	TTB (Test Terminal Block) as per UGVCL's specification.	1100 Nos.

**Remark: - It is mandatory for bidder to quote for above Both the items separately. If bidder will not quote for any item their bid will not be consider for evaluation. The evaluation will be carried on total estimated cost of all items (i.e. Meter + TTB**

It is to clarify that in case of any discrepancy between physical annexure/documents and online annexure/documents then on-line data will be considered as final data for tender evaluation & competition.

#### **NOTE: IMPORTANT**

1.	The quantity to be purchased will be decided by UGVCL. The UGVCL reserve the right to reduce the tender quantity as per their requirement at the time of finalization of the tender.
2.	Seal and signature at Annexure - "important Instruction "is MUST.
3.	<b>EMD COVER MUST CONTAIN THE FOLLOWING :</b> (Please refer Clause No.8 of Commercial Terms and Conditions) <b>(Demand Draft/ Bankers Cheque should be in the name of "Uttar Gujarat Vij Company Limited.", Payable at Mehsana.)</b>

**The bidders have to pay total amount of EMD for the item/s, for which they participated in the tender irrespective of their offer quantity as per Tender Notice.**

3.1	Details and document as per clause No. 8 (commercial terms and conditions) of the tender for EMD requirement.
3.2	List of Order executed in last three years (including supplied made to GUVNL & / or their any subsidiary company) for the tender Items.
3.3	The bidders have to submit valid vendor registration certificate of tender item/s issued by GUVNL or their any subsidiary company viz. MGVCL/DGVCL/UGVCL/PGVCL/GETCO/ GSECL. (Further Refer Clause No.1 of Commercial Terms and Conditions.)

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3.4	The bidder has to submit the abstract of EMD paid item wise in the following format on their letter pad invariably, without which, their offer is liable for rejection.(Further Refer Clause No.8 of Commercial Terms and Conditions.)				
	Sr. No.	Name of Item	Estimated cost in Lacs	EMD Amount for MSME Units in Rs.	EMD Amount for Non-MSME units in Rs.
	1	Tender for Purchase of HT Trivector Meters (-/5) Amp. with DLMS Protocol having accuracy class of 0.5s and TTB (Test Terminal Block)	<b>70.31</b>		
3.5	All Bidders must inform their GSTIN number at the time of payment of applicable fee. <b>It should be enclosed in the EMD/Tender fee cover.</b>				

- In absence of any of the above in EMD Cover, technical bid will not be opened and the opening of tender of the party will be at the discretion of the UGVCL.

However, [3.3] above is require to decide the performance / status of bidder for the tender item otherwise / in absence of the same bidder will be considered as new supplier (at UGVCL Discretion) or as decided by UGVCL and it will be binding to the bidder.

The bidder who is regular supplier in GUVNL or their any subsidiary company in respect of higher size/s of tender item which is / are manufactured / confirmed to the same IS of tender item will be considered as regular supplier for the tender item/s.

- **Note:- Please attach photocopies of fully executed order of PGVCL/DGVCL/MGVCL /UGVCL/GETCO/GSECL issued by Corporate Office of respective company for tender item, to decide the status (i.e.New-1/New-2/Regular) of bidder for the tender item and also to be mentioned details of such orders in online Annexure-6, in absence of the same bidder will be considered as New1 bidder and it will be binding to the bidder.**

4.	If the physical documents of tender will not reach to this office within mentioned date & time, offer will be out rightly rejected even of successful submission of On Line Tender.
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**Minimum Tender Quantity to be Offered / Quoted:-**

**Please Refer the clause No.66 of Commercial Terms And Conditions.**

- All the bidders shall have to offer Item wise minimum quantity, shown in the Table of the clause No.66 considering item wise cost of the Tender. The Bidder, who submits their Bid for a minimum quantity, as specified in the said clause, for which the firm participated, shall only be considered for price evaluation for a particular item.

Sr. No.	Item	Minimum Quantity to be offered by	
		For MSME Bidders	For Non-MSME Bidders
1	Tender for Purchase of HT Trivector Meters (-/5) Amp. with DLMS Protocol having accuracy class of 0.5s and TTB (Test Terminal Block)	1100 Nos.	1100 Nos.

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

6. The bidders are advised to submit their bids by on line through our service provider M/s (n) Code Solutions before one day of the due date to avoid complication / dispute at later stage.

**Important Instruction to Bidder regarding testing of Material after Post dispatch.**

7. "The material has to be dispatched by the supplier after due successful inspection by UGVCL's representative at Party's works, as per Dispatch Instruction. On receipt of the material at Regional Store/Divisional Store, the sample/s will be selected randomly from respective store/s as per Dispatch Instruction. UGVCL reserves the right to decide nos. of samples to be selected under Audit inspection clause no.48 of Commercial Terms and conditions. Selected sample/s will be tested for the tests ( Decided by UGVCL) at ERDA-Narol or equivalent any third party laboratory ( Decided by UGVCL) for quality check in presence of representatives of supplier and UGVCL's officer.

- The result of the such tests will be binding to supplier.
- If authorized representative does not remain present to witness the testing, sample/s will be tested at laboratory (Decided by UGVCL) at ERDA-Narol or equivalent any third party laboratory (Decided by UGVCL) in absence of representative of supplier."

However all other terms of the Clause No. 48 of Commercial terms & Condition will remain unchanged.

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8.	<p><b><u>QUALITY ASSURANCE PLAN</u></b></p> <p>The supplier shall invariably furnish the following information along with his offer, failing which his offer shall be liable for rejection.</p> <p>a) Statement giving list of important raw materials, names of sub-suppliers for the raw materials, list of standards according to which the raw materials are tested, list of tests normally carried out on raw materials in the presence of supplier's representative and copies of test certificate.</p> <p>b) Information and copies of test certificates in respect of bought out material.</p> <p>c) List of manufacturing facilities available.</p> <p>d) Level of automation achieved and list of areas where manual processing exists.</p> <p>e) List of areas in manufacturing process, where stage inspections are normally carried out for quality control and details of such test and inspection.</p> <p>f) List of testing equipments available with the supplier for final testing of item and test plant limitation if any vis-à-vis the type, special acceptance and routine tests specified in the relevant standards. These limitations shall be very clearly brought out in schedule of deviation from specified test requirements.</p> <p><b><u>INSPECTION, TESTING &amp; CHECKING BEFORE DISPATCH:</u></b></p> <p>All the tests and inspection shall be carried out at the works of manufacturer unless otherwise specifically agreed upon by the bidder and purchaser at the time of purchase. The bidder shall provide all reasonable facilities to the inspecting officer(s) without charges.</p> <ol style="list-style-type: none"><li>1. The inspection may be carried out by the purchaser at any stage of manufacture/before dispatch as per relevant standard.</li><li>2. Inspection and acceptance of any material under the specification by the purchaser shall not relieve the bidder from his obligation of furnishing material in accordance with the specification and shall not prevent subsequent rejection if the material is found to be defective.</li><li>3. The bidder shall keep the purchaser informed in advance, about manufacturing program so that arrangements can be made for inspection.</li></ol>
9.	List of Order executed in last three years (including supplied made to GUVNL & / or their any subsidiary company) for the tender Items shall have to be enclosed in technical bid to decide the status of your firm. <b>Please attach Order copies.</b>
10.	Tenderer has to ensure that the offered quantity as per clause no: 66 of commercial terms and condition of tender of each item should be commensurate with the UGVCL's delivery schedule otherwise offer is liable to be rejected out rightly. The quantity to be purchased will be decided by UGVCL.

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11.	<p><b>ISI MARKING (if Applicable) :</b></p> <p>“The material supplied shall be confirming to Indian Standard Specification and also with ISI marking and even after inspection of the lot, if the materials received at site is found without ISI marking, the lot shall be rejected and no further correspondence shall be entertained in this regard.”</p>
12.	<p>Bidders are requested to submit the type test report/s as per requirement of specification of tender, <b><u>duly notarized</u></b> along with the bid.</p>
13.	<p>A Check List to be submitted with Physical Bid by the bidder in cover of Tender fee, EMD Documents and vendor registration. Documents submitted in technical bid should be as per order of Technical check list. <b>This is mandatory.</b></p>
14	<p><b><u>SUBMISSION OF TENDER ITEM SAMPLES:</u></b>  <b>Bidders are requested to submit 2 (Two) no. samples of each tender items (i.e. HT TVM of -/5A &amp; TTB).The submission of samples is mandatory</b> as per Clause No. 23 of technical specifications along with covering letter mentioning complete details of sample meters, adequate software in the form CD and appropriate cables for down loading the data from meter to BCS must be Submitted before due date as mention in tender notice at the office of <b><u>Deputy Engineer : Regional Store Office: UTTAR GUJARAT VIJ COMPANY Limited.: Visnagar Road: Mehsana: 384001</u></b> failing to which offer is liable for rejection/ignore.</p>
15	<p>Bidders are requested to submit the sample meters complying to all electrical requirement and same should be tested accordingly for tender evaluation.</p>
16	<p>Successful Bidder will have to submit the 3 nos. of Prototype samples as per tender specification within commencement period.</p>
17	<p><b><u>DELIVERY PERIOD:</u></b>  The delivery of material shall be completed Within (02) TWO months in a single lot 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. and as per the last Para of clause no. 20 “DELIVERY SCHEDULE OF UGVCL” of tendered commercial terms and conditions.  Further in commencement period, formalities related to getting approval of drawing, Type test &amp; proto sample etc. if applicable shall have to be completed.  However, if UGVCL require earlier delivery; the same should be delivered as per requirement.  <b>The successful bidder/s has to submit drawings &amp; Proto inspection offer 21 days &amp; 10 days respectively prior to date of completion of commencement period.</b>  <b>UGVCL may short close the orders in case of various reasons Viz. changes in Budgetary Provision, Amendment in Indian Standard, policy change by Central/State Govt., if beneficiary not available etc.</b></p>

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



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	<b>In case of deferment in delivery, supplier should be intimated in writing well before two months.</b>
18	<p><b>GUARANTEE:</b> 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 66 months from supply or 60 months from the date of installation including RSM and PC, whichever is earlier. You will be responsible for the proper performance of the equipments / materials for the respective guarantee period.</p> <p>If parts required repair/replace during guarantee period, the same must get calibrated through accredited laboratory by supplier before installation. Calibration charge shall be born by supplier. During guarantee period, complain shall be rectify within 15 days from the date of complain registration. Also the Vendor shall confirm that the after sales services and necessary spare parts required if any, shall be made available in India at least for a period of 5 years from the date of expiry of guarantee period.</p>
19	<p><b><u>DELAYED AND LATE TENDERS :-</u></b> NO TENDER AND SAMPLE SHALL BE ACCEPTED / OPENED IN ANY CASE WHICH ARE RECEIVED AFTER DUE DATE AND TIME OF THE RECEIPT OF TENDER IRRESPECTIVE OF DELAYED DUE TO POSTAL SERVICE OR ANY OTHER REASONS AND UGVCL SHALL NOT ASSUME ANY RESPONSIBILITY FOR LATE RECEIPT OF TENDER / SAMPLE. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.</p>
20	<p><b><u>SUBMISSION OF OFFER :-</u></b> The firm having single legal entity and having two or more works / factory and submit offers from two or more different works / factory, the UGVCL will consider only one lowest offer for allocation of quantity.</p>
21.	If bidders (1) Women Proprietor or (2) All partners are women ,in case of partnership firm or (3) All share holders are women, in case of company, they should send details of this on their letter pad with supporting documents in technical bid.
22.	<b>Tender item is under critical category so quantity distribution as per clause no.5 of commercial terms and condition.</b>
23.	Since there is no option in on line system to attach the PDF/scanned copy of documents as stated in Annexure-11 of commercial terms and condition, physical documents submitted by bidders will be considered for evaluation of tender.
24.	All bidders are hereby informed that any query regarding tender specifications/tender terms and conditions should reach this office on or before <b>2 days of</b> On line(e-tendering )tender/offer submission last date.Any query thereafter from any bidder shall be ignored and the interpretation of UGVCL shall be abide to the participating bidders.

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25	<p><b><u>Last Para of Clause no.50 : TERMINATION OF CONTRACT of commercial Terms and Conditions of tender is replaced as under :</u></b></p> <p>Further, “COMPANY 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 <b>TWO month</b> from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Contract.</p> <p>Other text matter &amp; condition of CLAUSE No. 50 remains unchanged.</p>															
26	<p><b><u>Addition in relevant Clauses no.48 (AUDIT INSPECTION) of commercial Terms and Conditions is as under:</u></b></p> <p>On receipt of material at Store, COMPANY may pick up sample/(s) for Audit Testing from the lots supplied by the supplier within 10 days in presence of the representative of the supplier.</p> <p>COMPANY should not utilize the material until the test reports of audit sample is received.</p> <p>If material is under audit testing and there is urgency, supplier may be consulted prior to utilize it.</p> <p>In case of audit sample fails in any of test carried out, following penal actions to be taken to ensure good quality supply.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr. No.</th> <th style="width: 20%;">Default</th> <th style="width: 70%;">Penal Action</th> </tr> </thead> <tbody> <tr> <td>a)</td> <td>Failure-1</td> <td>Replacement of lot</td> </tr> <tr> <td>b)</td> <td>Failure-2</td> <td>Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot Plus GST as applicable.</td> </tr> <tr> <td>c)</td> <td>Failure-3</td> <td>Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot Plus GST as applicable.</td> </tr> <tr> <td>d)</td> <td>Failure-4</td> <td>Replacement of lot (+) monetary penalty of 10% of the ex-works value of the lot Plus GST as applicable (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.</td> </tr> </tbody> </table> <p>Note:- The aforesaid penal action should be for a particular contract issued by a COMPANY against a particular product/rating in that contract.</p> <p>Other text matter &amp; condition remains unchanged.</p>	Sr. No.	Default	Penal Action	a)	Failure-1	Replacement of lot	b)	Failure-2	Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot Plus GST as applicable.	c)	Failure-3	Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot Plus GST as applicable.	d)	Failure-4	Replacement of lot (+) monetary penalty of 10% of the ex-works value of the lot Plus GST as applicable (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.
Sr. No.	Default	Penal Action														
a)	Failure-1	Replacement of lot														
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**Para 1,2 & 3 of Clause no.23.1 & Clause no.23.2 in Clause No. 23 (PENALTY FOR LATE DELIVERY) of commercial Terms and Conditions and previous amendment is modified as under:**

23.1 In case of supply, Penalty shall be @ 0.5% per Week or part thereof plus GST and cess as applicable on delayed portion subject to maximum 10% plus GST and cess as applicable of the delayed portion order value (End cost including GST and cess as applicable), date of actual receipt of material at store shall be considered.

whereas in case of Projects, the ceiling shall be with reference to total contract value including GST and Cess as applicable of the project (Supply + Erection + Civil). For calculating the delay portion, date of actual receipt of material at store shall be considered.

Moreover, in case of supply is delayed more than seven months, company may initiate actions for stop deal/ Black List along with risk purchase.

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

For GSECL & GETCO looking to the nature of products / materials the 15 / 21 days' limit may be suitably modified with concurrence of respective Managing Director.

23.2 *In case of Foreign OEM / Indian Trader of a Foreign OEM, in order to avoid delay in dispatch of the inspected lot of materials, for which the Dispatch Instructions are already issued, the Supplier shall deliver the materials to respective Shipper at Dispatch Port within 30 days from the date of Dispatch Instructions. If materials are not delivered to the respective Shipper within 30 days from the date of Dispatch Instruction, the special penalty charges shall be recovered at 0.5% per Week or part thereof plus GST and cess as applicable, maximum up to 3% plus GST and cess as applicable of the consignment value of the lot of respective Dispatches Instruction. For calculation of penalty date of bill of Lading / Airway Bill / Courier Receipt shall be considered as date of delivery.*

Other text matter & condition of Clause no. 23 remains unchanged.

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28	<p><b><u>Addition in relevant Clauses in the Clause no.: 9 &amp; 42 of commercial Terms and Conditions is as under :</u></b></p> <p>1. The Micro and Small Scale Industrial (manufacturing) units of Gujarat State have option to submit Permanent Bank Guarantee in lieu of order-wise separate Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee/ Warrantee period, as under:-</p> <p>1.1 It is allowed for distribution items only and at respective company level.</p> <p>1.2 10% of the highest of the following</p> <p>1.2.1 Total order(s) value of the current financial year or</p> <p>1.2.2 Highest of financial year-wise, total order(s) value for which materials are under Guarantee/ Warrantee period</p> <p>1.3 First time Bank Guarantee should be submitted with validity period of three years and renewal two months before completion of three Years.</p> <p>1.4 Whenever the required Bank Guarantee for the total order value during current financial year is exceeding the available Bank Guarantee, the Vendor/ Party has to submit Bank Guarantee for additional amount accordingly.</p> <p>1.5 The existing Bank Guarantee(s) of such bidder, who will exercise the option for one time permanent Bank Guarantee, shall be returned on submission of such permanent Bank Guarantee.</p> <p>1.6 The vendor have to submit an undertaking stating that Company can encash permanent Bank Guarantee on failure to perform the Contract or failure to perform the relevant clauses related to Guarantee/ Warrantee of any orders.</p> <p>Other text matter &amp; condition of 9 &amp; 42 of commercial Terms and Conditions remains unchanged.</p>
29	<p><b><u>Clause no.19.2 : REPEAT/ADDITIONAL ORDERS of commercial Terms and Conditions of tender is substituted as under :</u></b></p> <p>The Company should exercise their right to place repeat orders/ additional orders in case of exigency only. The reason for exigency shall be appropriately recorded.</p> <p>Other text matter &amp; condition of CLAUSE No. 19 remains unchanged.</p>
30	<p><b><u>The Levy of Security Deposit/Performance Guarantee towards execution period/Warranty Period Shown in the Clause no.: 9 &amp; 42 of commercial Terms and Conditions is modified as under :</u></b></p> <p><b><u>SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:</u></b></p> <p>Security Deposit/ Performance Guarantee shall be paid by all the Bidders irrespective of</p>

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

**TENDER NOTICE No. UGVCL/SP/III/1000/HT TVM with DLMS and TTB**

whether they are SSI Unit or exempted by NSIC.

The supplier has option to submit single Bank Guarantee, to cover execution period and Guarantee / Warrantee period, equivalent to higher of two Bank Guarantees i.e. Security Deposit and Performance Guarantee as mentioned in below Clause.

It should be valid till the completion of Guarantee/Warrantee period including additional one month.

However, in case of delay in execution/delivery extension of Purchase order, the supplier shall have to extend such Bank Guarantee accordingly

◆ Item wise applicable Security Deposit / Performance Guarantee is as under :

**Item wise Security Deposit / Performance Guarantee**

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

1.1 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period and,

1.2 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee Period.

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

2.1 5% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover execution period.

2.2 2% of the Contract Value i.e. on End Cost in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

**3. Items related to Transmission, Generation :**

3.1 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover execution period.

3.2 10% of the Contract Value in the form of Demand Draft / Bank Guarantee to cover the Guarantee / Warrantee period.

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

5. 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/ Udyog Aadhaar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates. This benefit of exemption will not

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

**TENDER NOTICE No. UGVCL/SP/III/1000/HT TVM with DLMS and TTB**

be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

5.1 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) Units of Gujarat State, while for Others it is 5%.

5.2 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%.

6. Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee / Warranty period shall not be insisted concurrently.

**Please read condition for Annexure-13 of commercial terms & Conditions as under :**

Bidders are requested to submit **Revised Annexure-13** in online in technical stage of tender and this is mandatory. If bidder does not submit the **Revised Annexure-13**, the bid shall be rejected out rightly, despite the bidder is technically qualified & in such case price bid shall not be opened. No further correspondence in this regard will be entertained.

**REVISED 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)

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

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

I/We accepts above undertaking.

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



Uttar Gujarat Vij Company Limited

CIN : U40102GJ2003SGC042906

An ISO 9001:2008 Certified Company

Save Energy for Benefit of Self and Nation



**TENDER NOTICE No. UGVCL/SP/III/1000/HT TVM with DLMS and TTB**

	<p>Check box: To be confirmed by the bidder in ONLINE mode. If not checked, the supplier will not able to submit his bid online mode. The system shall give pop up message to supplier that in the event of non-checking of above box, he will not able to submit his bid.</p>
32	<p>This is to clarify that in case of any discrepancy between schedule - A and any other tender documents, the clarifications given in schedule-A shall be applicable for this tender and the tender shall be evaluated in line with the relevant clause of schedule-A.</p>
33	<p><b><u>Clause No. 24 (Penalty on rejected Materials during testing) of commercial Terms and Conditions is substituted by the following clause.</u></b> <i>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)plus GST and cess as applicable 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 plus GST and cess as applicable ,and all these will be binding on the supplier.</i></p>
34	<p>If any receivable amount by any GUVNL group company /ies is required to be recovered from payable amount to supplier/contractor, then it will be recovered by any group company on receipt of written intimation from respective group company.</p>
35	<p><b>Special condition of Contract 5.(a to j) Qualifying Requirement Following condition is added in 5.(a to j) Qualifying Requirement 5.(K) Conflict of Interest among Bidders/ Agents:-</b> A bidder shall not have conflict of interest with other bidders for Particular quoted item. Such conflict of interest can lead to anti-competitive Practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if: a) they have proprietor/partner(s)/ Director(s) in common; or</p>

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



Uttar Gujarat Vij Company Limited

CIN : U40102GJ2003SGC042906

An ISO 9001:2008 Certified Company

Save Energy for Benefit of Self and Nation



**TENDER NOTICE No. UGVCL/SP/III/1000/HT TVM with DLMS and TTB**

	<p>b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or</p> <p>c) they have the same legal representative/ agent for purposes of this bid; or</p> <p>d)they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid.</p> <p>f) in cases of agents quoting in offshore procurements, on behalf of their principal Manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"><li>1. The principal manufacturer directly or through one Indian agent on his behalf; and</li><li>2. Indian/ foreign agent on behalf of only one Principal.</li></ol> <p>g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/management units in same/similar line of business.</p> <p>i) Bidder shall not act in contravention/ violation to the provisions of competition act, as amended from time to time.</p> <p>Every bidder should, at the time of submission of bid; give a declaration, that bidder shall not have conflict of interest with other bidders for particular quoted item, as above.</p>
36	GST, TDS and Income Tax applicable as per rules.
37	Tenderer are requested to keep the Annexure 1 to 15 in chronological order.
38	The Prices for supply part shall be strictly as per UGVCL online price bid format. No additional Charges / taxes shall be given.
39	Successful bidder will have to execute an Agreement with UGVCL on Non judicial Stamp paper of Rs.300/- duly Notarized as per agreement document uploaded herewith within 10 days after the payment of S.D. amount/Bank Guarantee as per tender commercial terms and condition Clause No:-70.
40	<b><u>Validity of the Offers:</u></b>

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



**TENDER NOTICE No. UGVCL/SP/III/1000/HT TVM with DLMS and TTB**

	The offers will have to be kept valid for a period of <b>150 days</b> 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.
41.	It is proposed to have integrity pact, to have best business practices in an atmosphere of trust to provide goods & services for the ultimate benefit of the society and Nation. UGVCL management desires to have an integrity pact attached herewith to be confirmed by bidder. However this document is voluntarily and does not have any legal binding.
42	Bidders are requested to submit attached New Annexure of Conflict of Interest duly signed and sealed with complete details along with tender documents .

**INTGRITY PACT**

**OUR ENDEAVOUR**

	<b>UGVCL's COMMITMENT</b>		<b>PARTY's COMMITMENT</b>
•	To maintain the highest ethical standards in business and professional	•	Not to bring pressure recommendations from outside UGVCL to influence it decision
•	Ensure maximum transparency to the satisfaction of stakeholders	•	Not to use intimidation, there at, inducement or pressure of any kind on UGVCL or any of its employees under any circumstances
•	To ensure to fulfill the terms of agreement/cont act and to consider objectively the view point of parties	•	To be prompt and reasonable in fulfilling the co tract, agreement, legal obligations
•	To ensure regular and timely release of payment on due <i>does</i> for work done	•	To provide goods and/or service timely as per agreed quality and specification at minimum cost to UGVCL
•	To ensure that no improper demand is made by employees or by anyone on our behalf	•	To abide by the general discipline to be maintained in our dealings
•	To give maximum possible assistance to all the vendors / Suppler / Service Providers and other to enable them to complete the cont act in time	•	To be true and honest in furnishing information
•	To provide all information to supplier/contractors relating to contract/job which facilitate him	•	Not to divulge any information, business details available during the course of business relationship to

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



# Uttar Gujarat Vij Company Limited

CIN : U40102GJ2003SGC042906

An ISO 9001:2008 Certified Company

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## TENDER NOTICE No. UGVCL/SP/III/1000/HT TVM with DLMS and TTB

	to complete the contract/j b successfully in time		others without written consent of MGVCL
•	To ensure minimum hurdles to vendors /suppliers / contractors in completion of agreement /contract/work order	•	Not to enter into carter/syndicate/understanding whether formal/non formal so as to influence the price
(Seal & Signature) UGVCL's authority Signatory Name: Designation:		(Seal & Signature) Party's authority Signatory Name: Designation:	

### CHECK LIST

**(THIS IS MANDATORY)**

### **CHECK LIST & DOCUMENTS REQUIRED IN FOLLOWING ORDER TO BE SUBMITTED WITH TECHNICAL BID**

Sr. No.	Documents in following order to be attach	Bidder's comment	Page no. from/to
<b><u>Tender Documents with duly signed and sealed</u></b>			
1.	Schedule-A of Tender duly signed and sealed	Yes / No	
2.	Commercial terms and condition with duly signed and sealed	Yes / No	
3.	Annexure-1 with duly filled and signed.	Yes / No	
4.	Annexure-2 with duly filled and signed.	Yes / No	
5.	Annexure-3 with duly filled and signed	Yes / No	
6.	Annexure-4 with duly filled and signed.	Yes / No	
7.	Annexure-5 with duly filled and signed	Yes / No	
8.	Annexure-6 with duly filled and signed.	Yes / No	
9.	Annexure-7 with duly filled and signed	Yes / No	
10.	Annexure-8 with duly filled and signed.	Yes / No	
11.	Annexure-9 with duly filled and signed.	Yes / No	
12.	Annexure-10 with duly filled and signed.	Yes / No	
13.	Annexure-11 with duly filled and signed.	Yes / No	
14.	Annexure-12 with duly filled and signed.	Yes / No	
15.	Annexure-13 on line only	Yes / No	
16.	Annexure-14 with duly filled and signed.	Yes / No	
17.	Certificate-A on firms Letter head	Yes / No	

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



## Uttar Gujarat Vij Company Limited

CIN : U40102GJ2003SGC042906

An ISO 9001:2008 Certified Company

Save Energy for Benefit of Self and Nation



### TENDER NOTICE No. UGVCL/SP/III/1000/HT TVM with DLMS and TTB

18.	Notarized copy of power of Attorney in favour of a person authorized to sign tender documents	Yes / No	
19.	Important Instruction with duly signed and sealed	Yes / No	
20.	GTP & Technical Specification of tender with duly signed and seal	Yes / No	
21.	All Amendment in ascending Order with duly signed and sealed. (if any)	Yes / No	
<b><u>Certificates</u></b>			
22.	ISO Certificate (if register)	Yes / No	
23.	Sales Tax Registration Certificate	Yes / No	
24.	GST Registration Certificate	Yes / No	
25.	Factory License	Yes / No	
26.	Import-Export Code Certificate (if register)	Yes / No	
27.	Photocopy of PAN Card	Yes / No	
28.	Notarized Copy of BIS License	Yes / No	
29.	BEE Certificate	Yes / No	
30.	Notarize copy of Type test for all tender Item	Yes / No	
<b><u>Additional Details on Firms letter Head</u></b>			
31.	List of Partners/Directors	Yes / No	
32.	List of Required machinery for manufacture Tendered Item	Yes / No	
33.	List of Testing Facility	Yes / No	
34.	Audited annual A/c of last 3 years	Yes / No	
35.	Quality Assurance Plan	Yes / No	
36.	Yearly Production Capacity of each Tendered Item	Yes / No	
37.	Notarized true copy of Orders Executed in GUVNL and their subsidiary companies, i.e. PGVCL/MGVCL/UGVCL/DGVCL/GETCO/GSECL.	Yes / No	

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