

	UTTAR GUJARAT VIJ COMPANY LIMITED CIN - U40102GJ2003SGC042906	
	Regd. & Corporate Office : Visnagar Road : Mehsana : 384001 (North Gujarat) Phone No: 02762- 222080-81 Fax No: 02762-223574 Website : www.ugvcl.com e-mail :- sp2@ugvcl.com, sp4@ugvcl.com	

TENDER NOTICE No. UGVCL/SP/II/1078/Desktop with UPS

Purchase Requisition No:- 457580 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 (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/II/1078/Desktop with UPS** addressed to The Chief Engineer (P), UTTAR GUJARAT VIJ COMPANY LTD., Corporate Office, Visnagar Road, Mehsana : 384 001 (NG). **"NO COURIER SERVICE OR HAND DELIVERY"** will be allowed.

Sr. No	Description		
1	Tender No.	<u>UGVCL/SP/II/1078/ Desktop with UPS</u>	
2	Tender Item	Purchase of Desktop Computers with UPS as per UGVCL's Specifications	
3	Quantity	Desktop with UPS	1000 Nos
4	Estimated Cost	Desktop with UPS	Rs. 400.00 Lac
5	Tender Fees (Non Refundable)	Rs 7500 +1350 (18% GST) = Rs.8850.	
6	Ernest Money Deposit Amount in Rs.	For MSME Rs.	For non MSME Rs.
	Desktop with UPS	150000/-	250000/-
7	Online Preliminary, Technical & Price bid i.e. On line(e-tendering) tender/offer submission last date (This is mandatory)	25.6.2021 up to 18.00 Hrs.	
8	Relevant documents & Samples (By Registered Post A.D. or Speed Post only) Physically submission date	On or before date 29.6.2021 up to 18:00 Hrs.	
9	Date of opening of Tender Fee & EMD Cover Documents Physical as well as online	30.6.2021 at 11:00 Hrs.	
10	Date of opening of Technical Bid Physical as well as online	1.7.2021 at 11:30 Hrs.	
11	Date of On line Opening of Price Bid (Tentative, if possible)	8.7.2021 at 12:00 Hrs.	

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

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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.

(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 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 Ltd. Regd. & Corporate Office , Visnagar Road Mehsana -384001

UGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

Chief Engineer (P)

UGVCL: RO: Mehsana

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

- ☞ Schedule 'A' indicating the quantities & items, if any.
- ☞ Technical Specifications of Desktop
- ☞ Commercial Terms & Conditions
- ☞ Purchase Agreement

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

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- ☞ Check list
- ☞ Conflict of Interest Annexure
- ☞ Modified BG format

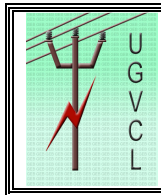
NOTE:

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
 Other terms & conditions are as per tender documents

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



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SCHEDULE - 'A'

<u>Sr.No.</u>	<u>Description of material</u>	<u>Tender Quantity</u>	<u>Delivery Period</u>
1	Desktop Computers with UPS as per UGVCL's specification	1000 Nos.	Within 45 Days after a commencement period of 45 days from the date of issue of LOA and installation within 45 working days from the date of allocation of list at respective site/location.
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.	EMD COVER MUST CONTAIN THE FOLLOWING : (Please refer Clause No.8 of Commercial Terms and Conditions)		
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. For exemption in Payment of EMD (Caluse No:-8 of Commercial Terms & Condition) : 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/ Udyog Aadhaar Memorandum) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover.			
3.1	Details and document as per clause No. 8 (commercial terms and conditions) of the tender for EMD requirement.		
3.2	Vendor registration certificate is not necessary for tendered Item.		
3.3	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.)		
	<u>Sr. No.</u>	<u>Name of Item</u>	<u>EMD Amount for MSME Units in Rs.</u>
	1	Desktop Computers with UPS as per UGVCL's specification	150000/-
			<u>EMD Amount for Non-MSME units in Rs.</u>
			250000/-

- In absence of any of the above in EMD Cover, technical bid will not be opened

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

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and the opening of tender of the party will be at the discretion of the UGVCL.

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.

5. **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	Desktop Computers with UPS as per UGVCL's specification	50%	50%

- 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.

7. 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. **Please attach Order copies.**

8. **DELIVERY PERIOD :**
For Desktop With UPS
 The delivery period of the material against this tender shall be within 45 Days after a commencement period of 45 days from the date of issue of LOA and installation within 45 working days from the date of allocation of list at respective site/location.
 as per the last para of clause no. 20 "DELIVERY SCHEDULE OF UGVCL" of tendered commercial terms and conditions.

9. **Guarantee / Warranty :**
 The guarantee / warranty for tendered items are as per tender technical specifications.
 You will be responsible for the proper performance of the equipments / materials for the respective guarantee / warranty period.

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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.
11.	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. This is mandatory
12.	A Technical Check List to be submitted with Physical Bid by the bidder in cover of technical bid. Documents submitted in technical bid should be as per order of Technical check list. This is mandatory. A Check List is to be submitted with Physical Bid by the bidder in cover of Tender fee, EMD Documents and qualifying criteria.
13.	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 offer without assigning any reason thereof.
14.	Manufacturers as well as Authorized distributors/dealers of the well known/reputed brand are allowed to participate in this tender. In case of Distributor/Dealer, they have to submit the Valid Authorization Certificate (Notarized copy) for this tender item from Original Manufacturer. In case of Order placement with bidder who is Distributor/Dealer then the Authorization Certificate from Original Manufacturer must be valid at least up to completion of order & cover Warranty Period.
15.	Bidders are requested to submit the brochures of offered item/product with additional features (if any) along with the physical bid.
16.	Following clause/s of tender commercial terms and conditions may please be considered (not applicable) as deleted for this tender. <ul style="list-style-type: none"> ☞ Clause No.1: Vendor Registration ☞ Clause No.5: Quantity Distribution ☞ Clause No. 30: Test Certificates ☞ Clause No. 31: Type Tests ☞ Clause No. 59: Quantity Tolerance
17.	Bidders are requested to submit Price - bid (Schedule - B) as per GST format by on-line (e-tendering) only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, same will not be opened and only on-line submitted price bid will be considered for evaluation.

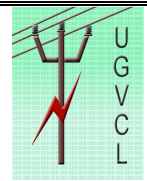
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18.	Bidder are hereby informed that only their employee authorized in writing will only be allowed as their “Authorized Representative” for all purpose to deal with UGVCL in respect of this tender.
19.	DELAYED AND LATE TENDERS :- NO TENDER AND SAMPLE 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.
20.	SUBMISSION OF OFFER :- 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.
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.	All Bidders must inform their GSTIN no at the time of payment of applicable fee.
23.	All the Tender Document submit only physically not attaché in on- line.
24.	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.
25.	All bidders are hereby informed that any query regarding tender specifications/ tender terms and conditions should reach this office on or before 2 days of 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 abided to the participating bidders.
26.	<u>Last Para of Clause no.50 : TERMINATION OF CONTRACT of commercial Terms and Conditions of tender is replaced as under :</u> 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 TWO 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. Other text matter & condition of CLAUSE No. 50 remains unchanged.
27.	<u>Para 1,2 & 3 of Clause no.23.1 in Clause No. 23 (PENALTY FOR LATE DELIVERY) of commercial Terms and Conditions is modified as under:</u>

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



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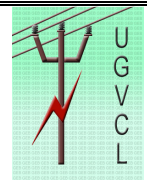
	<p>Penalty shall be @ 0.5% per week or part thereof on delayed portion subject to maximum 10% of the delayed portion Order Value (End Cost) in case of supply only, whereas in case of Projects, the ceiling shall be with reference to total contract value of the project (Supply + Erection + Civil). For calculating the delayed portion, date of actual receipt of material at store shall be considered.</p> <p>Moreover, in case of supply is delayed more than seven months, company may initiate actions for Stop Deal / Black List along with risk purchase.</p> <p>Other text matter & condition of Clause no. 23 remains unchanged.</p>
28.	<p><u>Addition in relevant Clauses in the Clause no.: 9 & 42 of commercial Terms and Conditions is as under :</u></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 & condition of 9 & 42 of commercial Terms and Conditions remains unchanged.</p>
32.	<p><u>Clause no.19.2 : REPEAT/ADDITIONAL ORDERS of commercial Terms and Conditions of tender is substituted as under :</u></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 & condition of CLAUSE No. 19 remains unchanged.</p>

Signature of Tenderer:

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Place:

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The Levy of Security Deposit/Performance Guarantee towards execution period/Warranty Period Shown in the Clause no.: 9 & 42 of commercial Terms and Conditions is modified as under;

SECURITY DEPOSIT/ PERFORMANCE GUARANTEE:

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

◆ 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.

33. **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.

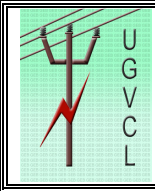
5. The Micro and Small Scale Industrial (manufacturing) Units registered under Small Scale Industries of Gujarat State and holding subsequent registration with CSPO / NSIC / DGS&D Registration Certificates for the item under Tender shall submit Security Deposit & Performance Bank Guarantee as under on 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 be admissible if they take part in the tender indirectly either through their dealers, agents, distributors or other intermediators.

Signature of Tenderer:

Date:

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	<p>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%.</p> <p>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%.</p> <p>6. Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee / Warranty period shall not be insisted concurrently.</p>
34.	<p><u>Please read condition for Annexure-13 of commercial terms & Conditions as under :</u></p> <p>Bidders are requested to submit <u>Revised Annexure-13</u> in online in technical stage of tender <u>and this is mandatory</u>. If bidder does not submit the <u>Revised Annexure-13</u>, 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.</p> <p style="text-align: center;">REVISED ANNEXURE - 13 (To be submitted in online mode) (UNDERTAKING IN REGARD TO QUOTED PRICE)</p> <p>(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)</p> <p>We accept and undertake that UGVCL is authorized to place LOA/Purchase Order at lower '<u>unit ex- works price with GST on ex-works price</u>' than the '<u>unit ex-works price with GST on ex-works price</u>' 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.</p> <p>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.</p> <p><input checked="" type="checkbox"/> I/We accepts above undertaking.</p> <p>-----</p> <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>

Signature of Tenderer:		
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35.	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.
35	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.
36	<u>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.</u>
37	<p>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:-</p> <p>A bidder shall not have conflict of interest with other bidders for Particular quoted item. Such conflict of interest can lead to anti-competitive Practices to the detriment of procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:</p> <p>a) they have proprietor/partner(s)/ Director(s) in common; or b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or c) they have the same legal representative/ agent for purposes of this bid; or 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 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. 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: 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/ foreign agent on behalf of only one Principal. 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>

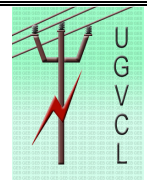
Signature of Tenderer:		Company's Round Seal:
Date:	Place:	

	UTTAR GUJARAT VIJ COMPANY LIMITED CIN - U40102GJ2003SGC042906	
	Regd. & Corporate Office : Visnagar Road : Mehsana : 384001 (North Gujarat) Phone No: 02762- 222080-81 Fax No: 02762-223574 Website : www.ugvcl.com e-mail :- sp2@ugvcl.com, sp4@ugvcl.com	

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	<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>
38	GST, TDS & Income Tax applicable as per rules.
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	Bidders must submit notarized copy of conflict of interest Annexure in technical bid.
41	Tender Technical Specification for Desktop is attached with Tender Notice individually. So participating bidders must be requested to submit Tender Technical Specification with filling details in Physical Form with dully sealed and Signed. Technical Evaluation will be considered based on physical dully submitted Specifications. This is mandatory for opening of price bid.
42	UGVCL's Bank Details for issuance of Bank Guarantee through SFMS platform towards EMD/PBG/SD etc. Name of Company-Uttar Gujarat Vij Company Ltd. Bank Name:-Bank of Baroda Account Number:-01520500013524 IFS code-BARBOMEHSAN (FIFTH letter is ZERO) Type of Account-Cash Credit
43	<p><u>Conflict of Interest among Bidders/ Agents:-</u> A bidder shall not have conflict of interest with other bidders for particular quoted item. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process for particular quoted item, if:</p> <p>a) they have proprietor/ partner(s)/ Director(s) in common; or</p> <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>

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



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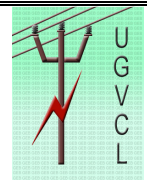
	<p>e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ assemblies from one bidding 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 authorise only one agent/ dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none">1. The principal manufacturer directly or through one Indian agent on his behalf; and2. Indian/ foreign agent on behalf of only one principal. <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>
44	<p><u>REGARDING RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA</u></p> <p>I. <i>Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.</i></p> <p>II. <i>"Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</i></p> <p>III. <i>"Bidder from a country which shares a land border with India" for the purpose of this Order means: -</i></p> <ol style="list-style-type: none">a) <i>An entity incorporated, established or registered in such a</i>

Signature of Tenderer:

Date:

Place:

Company's Round Seal:



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- country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

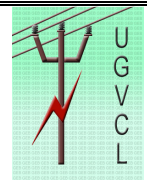
- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

Signature of Tenderer:

Date:

Place:

Company's Round Seal:



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5. *In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*

V. *An Agent is a person employed to do any act for another, or to represent another in dealings with third person.*

VI. *The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. (Related to tenders for Works contracts, including Turnkey contracts)*

Every bidder/s should, at the time of submission of bid, give a declaration as per below Certificate-M for above.

[ON Rs.300/- Stamp Paper Duly Notarized]

CERTIFICATE - M

(To be submitted in Physical form with EMD Cover Documents)

Subject: Supply of _____

Reference: Tender enquiry No.: UGVCL/ /

Due on date: / / 2020.

“I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that our firm is not from such a country and is eligible to be considered.”

OR

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that our firm is from such a country and I/We have been registered with the Competent Authority (Registration committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT) [Evidence of valid registration by the Competent Authority is attached]. Further I/We hereby certify that our firm fulfills all requirements in this regard and is eligible to be considered.”

Seal of the Firm

Signature of the Authorized

Signature of Tenderer:

Date:

Place:

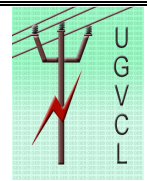
Company's Round Seal:

	UTTAR GUJARAT VIJ COMPANY LIMITED CIN - U40102GJ2003SGC042906	
	Regd. & Corporate Office : Visnagar Road : Mehsana : 384001 (North Gujarat) Phone No: 02762- 222080-81 Fax No: 02762-223574 Website : www.ugvcl.com e-mail :- sp2@ugvcl.com, sp4@ugvcl.com	

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	<p style="text-align: right;">Representative of the firm</p> <p>Date: Name:</p> <p style="text-align: right;">Status:</p> <p style="text-align: center;">Name of the Tendering Firm / Agency:</p>
45	<p>Successful Bidder/s has to submit undertaking regarding e-invoicing under Goods & Services Tax (GST) w.e.f 01st October 2020 as per below mentioned <u>Annexure-A (GST e-Invoicing).</u> (On Stamp Paper of Rs. 300 Duly Notarized)</p> <p style="text-align: right;">Date:</p> <p>To, The Chief Engineer(P) Corporate Office, UGVCL Mehsana.</p> <p>Respected Sir,</p> <p>I, _____(Name of the Authorized Signatory) having age _____, Designation_____ of M/s _____(Name of the seller with address) having _____ (PAN) and _____ (GST no. do hereby declare that UGVCL has awarded the order of (Description of Supply Order/Contract Order) having (Order No and Date) and we hereby undertake that We, M/s _____ have the sales / gross receipts/ turnover of more than/ less than (strike out whichever is not applicable) Rs. 500 Crores in the current financial year and we are covered / not covered under the provisions of e-invoicing under GST.</p> <p>We hereby undertake to comply the provisions of e-invoicing under GST and indemnify UGVCL for any financial/ non-financial loss that UGVCL has to suffer due to non-compliance of e-invoicing provisions under GST Act and rules thereunder including non-availability of Input Tax Credit (ITC) of GST to UGVCL within prescribed time limit.</p> <p>Thanking You.</p> <p>For, (Name of Authorized Signatory) Designation:</p>
46	<p>Successful Bidder/s has to submit undertaking regarding new sub section (1H) inserted in section 206C of Income Tax Act 1961 for collection of tax (TCS) w.e.f 01st October 2020 as per below mentioned <u>Annexure-B (TCS)</u> ANNEXURE-B (TCS) (On Stamp Paper of Rs. 300 Duly Notarized)</p>

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



UTTAR GUJARAT VIJ COMPANY LIMITED

CIN - U40102GJ2003SGC042906

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TENDER NOTICE No. UGVCL/SP/II/1078/Desktop with UPS

	Date:
<p>To, Chief Engineer (P) Corporate Office, UGVCL Mehsana</p> <p>Respected Sir,</p> <p>I, _____(Name of the Authorized Signatory) having age _____, Designation_____ of M/s _____(Name of the seller with address) having _____ (PAN 10 Digits) do hereby declare that UGVCL has awarded the order of (Description of Supply Order) having (Order No and Date) and we hereby undertake that we, M/s _____ have</p> <ol style="list-style-type: none"> 1. The sales / gross receipts / turnover exceeds/not exceeds Rs. 10 Crores in immediately preceding financial year and 2. Total receipts from UGVCL for consideration for sale of Goods as per the contracts awarded is likely to exceed / not exceed Rs. 50 lakhs during the FY _____ <p>Accordingly, we are liable / not liable to charge and collect TCS @ 0.075% / 0.1% (strike out whichever is not applicable) from UGVCL during the FY _____. We also undertake that the TCS collected from UGVCL shall be paid to Government Treasury within the prescribed time limit and necessary TCS returns in prescribed format will be filed by us on or before due date.</p> <p>We further undertake that TCS certificate in Form 27D will be submitted to UGVCL within 30 days from the end of respective Quarter. In case, if we fail to pay TCS to Government Treasury within prescribed time limit or fail to file TCS returns in prescribed time limit or fail to submit the TCS certificate within 30 days from the end of quarters, UGVCL is entitled to recover the amount of TCS so collected from this contract or any other contract or from any other amount payable to us along with interest.</p> <p>Thanking You.</p> <p>For,</p> <p>(Name of Authorized Signatory) Designation:</p>	
47	<p><u>Existing clause No. 4.9.3 & 4.9.4 shall be substituted by following clause.</u></p> <p><u>4.9.3</u></p> <p>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/ Udyog Aadhaar Memorandum/ Udyam Registration Certificate) & CSPO / NSIC / DGS&D Registration Certificates in EMD Cover. This benefit of exemption will not be admissible if they take part in the tender</p>

Signature of Tenderer:

Date:

Place:

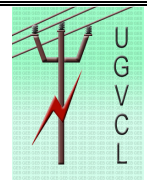
Company's Round Seal:

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	<p>indirectly either through their dealers, agents, distributors or other intermediators.</p> <p>4.9.4 The Certificates should indicate the manufacture of items offered. In case of Udyog Aadhaar Memorandum / Udyam Registration Certificate, it should indicate the manufacture of related group of item.</p> <p>Note for clause no. 4.9.3 & 4.9.4: In view of Ministry of Micro, Small and Medium Enterprises, Govt. Of India, New Delhi Notification S.O. 2119 (E) dated 26th Jun, 2020 and subsequent clarifications issued vide O.M. No. 2/1(5)/2019-P&G/Policy (pt. IV) dated 6th August, 2020, only “UDYAM REGISTRATION CERTIFICATE” out of SSI / MSME Part-II / Udyog Aadhaar Memorandum / Udyam Registration Certificate shall remain valid from 1st April 2021.</p> <p>Existing clause No. 4.17.9 shall be substituted by following clause.</p> <p>4.17.9 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/ Udyam Registration Certificate) & 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.</p> <p>Note for clause no. 4.17.9: In view of Ministry of Micro, Small and Medium Enterprises, Govt. Of India, New Delhi Notification S.O. 2119 (E) dated 26th Jun, 2020 and subsequent clarifications issued vide O.M. No. 2/1(5)/2019-P&G/Policy (pt. IV) dated 6th August, 2020, only “UDYAM REGISTRATION CERTIFICATE” out of SSI / MSME Part-II / Udyog Aadhaar Memorandum / Udyam Registration Certificate shall remain valid from 1st April 2021.</p>
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Signature of Tenderer:		Company's Round Seal:
Date:	Place:	



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INTGRITY PACT
OUR ENDEAVOUR

	UGVCL's COMMITMENT		PARTY's COMMITMENT
	<ul style="list-style-type: none"> To maintain the highest ethical standards in business and professional 		<ul style="list-style-type: none"> Not to bring pressure recommendations from outside UGVCL to influence it decision
	<ul style="list-style-type: none"> Ensure maximum transparency to the satisfaction of stakeholders 		<ul style="list-style-type: none"> Not to use intimidation, there at, inducement or pressure of any kind on UGVCL or any of its employees under any circumstances
	<ul style="list-style-type: none"> To ensure to fulfill the terms of agreement/cont act and to consider objectively the view point of parties 		<ul style="list-style-type: none"> To be prompt and reasonable in fulfilling the co tract, agreement, legal obligations
	<ul style="list-style-type: none"> To ensure regular and timely release of payment on due <i>does</i> for work done 		<ul style="list-style-type: none"> To provide goods and/or service timely as per agreed quality and specification at minimum cost to UGVCL
	<ul style="list-style-type: none"> To ensure that no improper demand is made by employees or by anyone on our behalf 		<ul style="list-style-type: none"> To abide by the general discipline to be maintained in our dealings
	<ul style="list-style-type: none"> To give maximum possible assistance to all the vendors / Suppler / Service Providers and other to enable them to complete the cont act in time 		<ul style="list-style-type: none"> To be true and honest in furnishing information
	<ul style="list-style-type: none"> To provide all information to supplier/contractors relating to contract/job which facilitate him to complete the contract/j b successfully in time 		<ul style="list-style-type: none"> Not to divulge any information, business details available during the course of business relationship to others without written consent of UGVCL
	<ul style="list-style-type: none"> To ensure minimum hurdles to vendors /suppliers / contractors in completion of agreement /contract/work order 		<ul style="list-style-type: none"> 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:

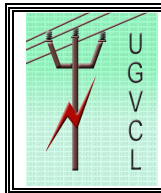
(Seal & Signature)
Party's authority Signatory
Name:
Designation:

Signature of Tenderer:

Date:

Place:

Company's Round Seal:

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Website : www.ugvcl.com e-mail :- sp2@ugvcl.com, sp4@ugvcl.com**TENDER NOTICE No. UGVCL/SP/II/1078/Desktop with UPS****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
Tender Documents with duly signed and sealed			
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.	Revised 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	
18.	Notarized copy of power of Attorney in favor 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	
Certificates			
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	

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

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Additional Details on Firms letter Head			
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:	