

Corporate office: - Visnagar Road, Mehsana -384001
Phone no.(02762) 222080-81/236256 **Fax no. (02762) 223574**
Web Site: www.ugvcl.com **E mail add. corporate@ugvcl.com**

COMMERCIAL TERMS AND CONDITIONS

1. **The tenderers should thoroughly read all the following clauses before submitting their tender. The original copy of the Commercial terms and conditions duly signed, stamped with company's seal must be submitted along with the bid.**

2. **VENDOR REGISTRATION:**

(A) **CONDITIONS FOR REGISTRATION AS REGULAR SUPPLIERS:**

- i. The suppliers, who have received and executed orders after 1st April, 1998 for the items against GUVNL (formerly GEB) Head Office orders are registered automatically as regular supplier for those items, looking to their performance. However, they shall have to fill up a prescribed form (given at the end of the tender document) giving basic details of their set up, turnover, manufacturing capacity, ISO Certification etc. and obtain formal registration of GUVNL(formerly GEB). They shall also have to get re-registered by paying Rs.10,000/- (non-refundable) for each of their units separately, after five years from 01.03.2001.
- ii. If a regular supplier, by paying registration fees for registration of additional items asks for the Vendor registration as new party for those items, also request to incorporate inspection of items for which they are regular supplier, the same shall be clubbed towards 2 years factory visit and in no case such clubbed visit shall be considered for Re-registration after five years. For Re-registration after five years, separate fees of Rs.10,000/- per unit shall be essential.
- iii. **If any of bidders fails to pay Rs. 10,000/- to get themselves re-registered before opening of the tender , they will have to pay Rs. 10,000/- as a re-registration fee separately by Demand Draft of Uttar Gujarat Vij Company Ltd. payable at Mehsana of any schedule Bank along with the tender fee and other documents in a EMD cover . The registration fee is Non – refundable. In short bidder has to pay Rs. 10,000/- before opening of tender.**

(B) **CONDITIONS FOR REGISTRATION AS NEW SUPPLIERS:**

The parties, who have not supplied to GUVNL(formerly GEB) but have supplied to other SEB's / Govt. Organizations, will be considered as new suppliers. The non-refundable registration fees for the new supplier shall be as under:

- i. For tender value upto Rs.1 lac (Rupees one lac) - Vendor Registration is not required.
- ii. For the tender value between Rs.1 lac & Rs..5 lacs – Vendor Registration fees shall be Rs.1,000/-per unit.
- iii. For the tender value above Rs.5 lacs - Vendor Registration fees shall be Rs.10,000/- per unit.

They shall also have to get them re-registered by paying non-refundable registration fees as applicable, for each of their units separately, after five years from date of issue of approval letter for vendor Registration.

(C) **OTHER CONDITIONS APPLICABLE TO REGULAR AND NEW SUPPLIERS:**

- i. All the registered suppliers / manufacturers / tenderers / vendors, who intend to supply from their newly established factory / unit, shall have to get registered themselves with UGVCL/GUVNL (formerly GEB), by paying Rs.10,000/- (non-refundable) for each separate unit. For such registration, Factory inspection shall be arranged by UGVCL./GUVNL(formerly GEB) They shall be defined as new suppliers for the items to be supplied from their new locations.
- ii In case of shifting of factory premises, they shall have to pay Rs.10,000/- (non-refundable) towards registration fees and factory inspection shall also be carried out.
- iii In case of change in name of the company, they shall have to confirm that there is neither change in the infrastructure facilities nor in the products/items, and that the simply it is a change in the name of the company.
In such case, there is no need to pay registration fees. However, required documents, duly notarized in original like Power of Attorney, GUVNL (formerly GEB) Resolution, Partnership deed, Memorandum / Articles of Association, Certificates from Registrar of Companies, Sales tax authorities, Central Excise authorities, ISO/BIS, Factory Inspector, SSI/NSIC (If applicable), chartered accountant, Agreement of take over of Business etc. to approach for such change in the name of company, shall be essential.
- iv. On payment of registration fees, GUVNL(formerly GEB)/UGVCL shall depute their representatives and / or third party inspectors decided by GUVNL(formerly GEB), for factory inspection and verifications of required details and documents. Based on the factory inspection report and verification of required documents, GUVNL(formerly GEB)/UGVCL at its sole discretion, shall decide whether to register the supplier / vendor or not.
- v. Payment of registration fees does not guarantee the registration as approved vendor. Vendor registration fee is non-refundable and the applicant for registration shall not be entitled to refund of the vendor registration fee, even if the registration is rejected by GUVNL(formerly GEB)/UGVCL.

- vi. The factory inspection of all the suppliers, from where the supplier is supposed to supply the materials, shall be arranged by GUVNL(formerly GEB)/UGVCL by deputing their representatives and or third party Inspectors appointed by GUVNL(formerly GEB) at its sole discretion, at an interval of every two years. However, GUVNL /UGVCL reserves the right to visit factory of approved vendor at any stage for verification of their capability & availability of machinery, testing equipments, infrastructure and whether same terms & conditions are being maintained or not. If at any stage, infrastructure facilities, supply capability etc. of firm is not found up to the satisfaction & requirement of GUVNL(formerly GEB)/UGVCL shall, forthwith cancel, at its sole discretion, the registration of the supplier/vendor concerned & shall take appropriate actions as deemed fit.
- vii. The suppliers in respect of the tendered item/items should have valid vendor registration with GUVNL(formerly GEB)/UGVCL before the date of opening of the technical bid, otherwise their bids will not be opened.
- viii. All the tenderers are required to invariably submit copies of vendor registration approval letter for the tendered item/items, in the EMD cover. THIS IS A MUST; otherwise their tender is liable to be ignored without any further communication in the matter.
- ix. Mere Vendor registration shall not itself vest any right on a party to receive orders from GUVNL(formerly GEB)/UGVCL or to claim any damages or compensation for non-placement of the order against any tender. UGVCL reserves its right to place order on any party, at its sole discretion and/or change/revise/alter/delete the vendor registration criteria at any time at its sole discretion.

Only the courts at Mehsana (Gujarat State) shall have exclusive jurisdiction to adjudicate all disputes relating to or arising out of the vendor registration or placement of the order etc.

3. NEW PARTIES:

The parties, who have not supplied to GUVNL(formerly GEB)/UGVCL but have supplied to other SEB's / Government Organizations, will be considered as New supplier / party. New party has to furnish the proof of execution of orders. It should also get itself registered as a vendor with UGVCL. As far as possible, only manufacturers will be considered and no traders shall be encouraged.

The firm who have supplied to GUVNL(formerly GEB) /UGVCL or other firms should furnish a self certified list of orders executed for similar tender items, indicating quantity supplied along with performance certificates for the items supplied. This is a MUST.

4. TENDER SPECIFICATIONS:

All technical specification should be ISS/ISI/BIS. Specification framed out by UGVCL shall be separately brought out in the tender documents. No deviation in specification shall be allowed and UGVCL decision shall be final.

UGVCL also desires that all the suppliers should possess high quality ISO 9001 / ISO 9002 certificate within 2 years from 1/1/2001 and other things being equal, suppliers who possess ISO 9001 / ISO 9002 certificate will be given preference in quantity distribution after 1/1/2003. The technical scrutiny committee of UGVCL shall evaluate the techno-commercial view of the tender. Tender should be in two bids.

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

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

- a) The price bid of those who are techno-commercially qualified shall be opened. After technical bid is opened, for modification, if any, all shall be given equal chance.

5. PRICE EVALUATION:

No price preference shall be given on any account. All tenders will be evaluated on firm price end cost basis, but without loading Sales Tax, unless otherwise mentioned in the tender documents. The parties however will have to give the detailed break-up of the end cost. If more than one party is to be considered for placement of order, they will have to match their end cost with L-1 end cost, who is technically acceptable. UGVCL may go to the price L-2 depending upon the exigency. If UGVCL feels that there is lack of serious competition or any other reasons, UGVCL may negotiate with the L-1 party. UGVCL's decision shall be final and binding on all the parties.

6. QUANTITY DISTRIBUTION:

As per current practice, in case where the quantity is to be distributed to more than one supplier, 50% quantity shall be reserved for Gujarat based parties who are techno-commercially qualified and who match the L-1 end cost as per Government of Gujarat guidelines. The parties whether new or regular who have offered minimum 15% / 25% of the total tender quantity for each of their offered items (and fulfilled tender condition no.78 i.e. Minimum tendering quantity) will only be considered for price evaluation. UGVCL will not consider the price bid of any party who quotes for lesser quantity.

- a) At the first time while placing the order, the quantity distribution to new supplier can be enhance up to 10 % of the quantity requirement of the particular item, provided the price of new supplier is lower than the regular suppliers.

- b) In the second floated tender for the purchase of similar item, the quantity distribution can be enhance up to 25% to such new firms, provided the price of new supplier is lower than the regular suppliers. And on their satisfactory execution and performance, thereafter during subsequent tender for similar item, the firm will be considered as a regular supplier.
- c) The new suppliers (either New-1 or New-2) will be asked to match the L-1 prices of the new supplier only and the regular supplier has to match the L-1 price of the regular supplier.

But if there are no regular suppliers OR if the rate of regular supplier is very high, the above condition no. (a) and (b) shall be suitably relaxed by UGVCL. UGVCL would not normally place order on more than 50% of the total parties who are bidding for the order. L-1 regular party however will get heavy weight age in order placement.

7. The estimated cost of tender items is notified in the tender notice. Tenderer has to pay EMD @1% of the cost of all their quoted Items.
8. Tender fee (Non-refundable) as notified in the tender notice should invariably be paid by way of **Demand Draft**; otherwise offer will be ignored outrightly. **Indian Postal Orders (IPO's) & Cheques are not acceptable.** Demand Draft should be in the name of the "Uttar Gujarat Vij Co.Ltd.", Payable at Mehsana. The envelope shall be addressed to the Assistant Secretary of UGVCL and UGVCL will not be responsible for the transit loss or misplacement. Alternatively, the tenderers can pay the tender fee in CASH, UGVCL, Corp. office, Mehsana - Cash counter) and enclose the original Money receipt in the EMD cover.

Tender fee Demand Draft / Original Money fee receipt must be kept in the cover of EMD; otherwise supplier's offer is liable to be rejected.

9. IMPORTANT:

Both the bids technical and price bid should be submitted simultaneously along with separate EMD cover in the respective envelopes and superscribed accordingly (duly sealed),

so as to reach this office not later than 2.00 P.M. on due Date as specified in the tender notice through RPAD / Speed post only. Please note, that any bid, technical or price bid and Telegraphic or short offers / bids received after the due date and time will not be accepted and the offer will be ignored outrightly. **NO LATE TENDER / DELYAED TENDER SHALL BE CONSIDERED.**

10. PRICES:

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

Only for Traders:

- (i) **In case of a Trader, if the quotation is furnished for all inclusive rates and the rates of taxes and duties are indicated without indicating the amount, in such a case, the trader is eligible for statutory variation.**
- (ii) **Where the Trader quotes all inclusive rates without indicating the rate of Taxes and Duties included in the quoted price, the Trader is not eligible for statutory variation.**

The Tenderer should invariably indicate the total unit end cost price considering all their costs / calculations in the Price bid itself for each item and all sub-items if any. This is a must. Cost components hidden / furnished elsewhere will not be considered and will be ignored outrightly.

11. EARNEST MONEY DEPOSIT:

E.M.D. at the rate of 1% of the value of the items offered is payable. The EMD is payable either in Cash or by Demand Draft in favour of the **Uttar Gujarat Vij Company Ltd.** on any Scheduled / Nationalized Banks in Mehsana. It can also be furnished by way of an irrecoverable Bank Guarantee from any nationalized Bank in a standard format prescribed by UGVCL (Format given in this tender document). **And if this amount is more in respect of tender value of Rs.1 Crore, it should be partially (50%) in cash or by DD in favour of Uttar Gujarat Vij Company Ltd. on any Scheduled Bank in Mehsana and balance 50% by Bank Guarantee from any Scheduled / Nationalized Banks in a standard format prescribed by UGVCL (Format given in this tender document). **Cheques are not acceptable. CORPORATE BANK GUARANTEES NOT ALLOWED.****

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

Government or Semi-Government Organizations, which are run departmentally & are not limited Companies, will be eligible for exemption from payment of E.M.D. No Interest will be allowed against payment of E.M.D.

EMD COVER: The EMD Cover should contain the following documents: (a,b, & c)

Documents towards payment of Earnest Money Deposit (EMD) & Tender Fee may please be kept in the EMD cover only. First the EMD cover will be opened & if the documents towards payment of EMD are found OK then only Technical Bid will be opened which may please be noted.

If, SSI / NSIC copy is submitted against EMD, then it should be authenticated from notary. NSIC certificate more than 03 years old will not be considered and the validity of the same should cover at least the validity period of the tender and thereafter it has to be renewed and submitted immediately.

All the “NSIC” & “SSI” Documents furnished along with the tender should have clear validity as per the tender and should invariably be renewed as per the norms of “NSIC” & “SSI” Otherwise you shall have to pay EMD and no exemption will be granted.

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

- a) List of Orders executed of last three (3) years including supplies made to UGVCL/GUVNL (Formerly GEB) for the tendered items.
- b) Vendor Registration Certificate if tenderer is a new entrant to GUVNL (Formerly GEB)/UGVCL, Clause No.2 (commercial terms and conditions) of this tender document will be applicable for Vendor Registration.
EMD will be forfeited (i) if the tender, which it covers, is withdrawn during the validity of the offer and (ii) the Tenderer fails to furnish / deposit the security deposit as per below clause no.12.
EMD of the unsuccessful tenderer's will be returned within 60 days of placing of the order with the successful Tenderer subject to the Tenderer returning the original receipt of the EMD together with the advanced stamped receipt, to the Accounts Officer (Billing) of UGVCL

12. SECURITY DEPOSIT: (Should be paid within 30 (thirty) days after receipt of order).

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

If S.D. Exemption is claimed against NSIC certificate, the NSIC certificate should indicate the manufacture of items offered under this tender. Provisional NSIC Registration Certificates are NOT allowed. The NSIC certificate more than 03 years old will not be considered. If the validity of

the certificate expires prior to completion of the order, then it has to be got revalidated from NSIC by the Tenderer and submitted immediately; otherwise bidder shall have to arrange for payment of Security Deposit. S.D. should be paid within 30 (Thirty) days after receipt of the order.

However for the “NSIC” firms who are exempted from payment of Security deposit, they shall have to furnish PG of the contract value separately as applicable as per tender conditions.

Security Deposit if paid will be returned on successful completion of the Order and only after the Performance Guarantee Condition is fulfilled.

NOTE: GUVNL(Formerly GEB) has discontinued the registration of suppliers as class A, B, & C and as such it will not be applicable for the current tender under issue. If the full Security Deposit amount is not paid within 30 (Thirty) days after the receipt of the order OR Valid & Notarized NSIC certificate is not submitted, then the order

will be outrightly cancelled at the risk & cost of the Tenderer (at the discretion of UGVCL) and without entering into any correspondences and this will be binding on the Tenderer.

13. VALIDITES OF THE OFFERS:

The offers will have to be kept valid for a period of **120 days** from the date of opening of technical bids. In case of finalization of the tender is likely to be delayed, **the tenderers will be asked to extend the same without change in the prices or any terms and conditions of the offer.** If any change is made, original or during the extended validity period, the offers will be liable for outright rejection without entering into further correspondence in this regard and no reference will also be made.

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

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

A clear R.R. /T.R. should be obtained from the Railway authorities / Transport Authorities without any ambiguity, otherwise the supplier will be held responsible for any damages / shortage claim rejected by the Authorities for want of a clear R.R. /T.R. **Materials may be dispatched by any convenient mode of transport and upto UGVCL stores i.e.F.O.R.Destination.**

15. PACKING AND FORWARDING CHARGES:

The prices shall be inclusive of packing & forwarding charges. The stores should be strongly and adequately packed to ensure safe arrival at destination. The materials dispatched from overseas by Air / Shipping should be packed in such a way that it can withstand rough handling and possible corrosion due to exposure to salt laden atmosphere, salt spray or open storage. All packing must be clearly marked with order Number and consignee's name and address.

16. TRANSIT INSURANCE:

All the materials will be required to be supplied upto Destination against all transit risks, such as damage, loss, theft, fire, etc. The insurance period shall cover **30 days after the date of receipt of materials at site in order to enable UGVCL to check up stores fully.** The suppliers will be responsible for free replacement of such stores components as may be reported by the consignee which have been received short, damaged or broken within 30 days. The cost of damaged, defective stores materials will however be deducted from the bills of the suppliers and will be refunded only after replacement thereof. It will be the responsibility of the supplier to lodge claim against the insurance on receiving necessary advice from the consignee.

17. ACCEPTANCE OF STORES:

All or any stores and materials **to be supplied at F.O.R. Destination**, against this contract will be subject to their acceptance by the consignee or any other Officer deputed by UGVCL for this purpose. UGVCL will be at liberty to reject whole lot without assigning any reasons and the decision of the Officer concerned will be considered as final.

18. EXCISE DUTY:

The price should be quoted **Exclusive** of excise duty **and in single slab only. Multiple Excise duty slabs based on turn over / production capacity should not be quoted and if quoted, then the highest slab for evaluations will be considered.** If the Excise duty is based on the supplier's turnover then in that event all the Excise duty beyond the Excise duty quoted by the Tenderer will have to be borne by the Tenderer itself. The excise duty rate for the quoted quantity should be **stated extra.**

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

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

MODVAT BENEFIT:

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

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

The prices should be quoted **Exclusive of VAT Tax i.e. Without VAT or CST. The amount / percentage of VAT (VAT or CST) should clearly be indicated separately.** The Stores are required for consumption in Generation, Transmission and Distribution of electrical energy and as such, Gujarat State VAT will be paid as per rules. You are requested to quote your VAT Registration Number & date in all the bills.

The Gujarat Sales Tax is applicable on Freight Component also for the dispatches within Gujarat State. As per Government of Gujarat directives, while evaluating your offer the incidence of VAT (VAT/CST) will NOT be loaded.

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

21. **UNLOADING:** Unless and otherwise specified in the detailed purchase order, Unloading of the materials shall be arranged by UGVCL.

22. **STATUTORY VARIATION:**

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

23. **PAYMENT TERMS:**

Payment shall be made by UGVCL, either directly to you or to suppliers Banker for the materials supplied as per UGVCL standard payment terms and conditions i.e. 80% of Ex-Work price including 100% of F&I, Taxes & duties, **on receipt on TRC within 60 (Sixty) days on verifying required documents as per A/T conditions and balance 20% within 75 days on receipt of S.R. Note from the consignee.**

Alternatively, UGVCL may make payment through SIDBI, ICICI, Power Finance Corporation, R.E.C. or any other financial institution depending upon facility available at the relevant time.

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

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

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

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

In case of payment through Bank:

You shall have to furnish (i) Indemnity Bond for the A/T, (ii) Undertaking (iii) Power of Attorney duly registered with UGVCL for individual Bank and a request letter for discounted bills to issue Cheque in favour of your Bank A/c. M/s._____. **(All these three documents should be as per UGVCL format only and should be duly NOTARIZED).**

While extending the above facility, UGVCL in no case will be responsible for any default in repayment OR interest to the Bank by you. Your Banker should accept the payment released as per the Bill passed and audited.

UGVCL would normally accept only one mode of payment: viz. Either (1) Direct payment OR (2) Payment through Bank or Financial Institution on the strength of Power of Attorney to be executed by the supplier to that effect. Tenderer, while quoting **should specifically state any one mode of payment chosen by them.** They should indicate the name of the Bank / Financial Institution to whom the payment is to be made. Also the Indemnity bond is to be furnished by the supplier as per the prescribed format, which may be obtained from UGVCL.

24. **REPEAT/ADDITIONAL ORDERS:**

UGVCL reserves the right to place repeat orders / additional orders on the successful tenderers upto 25% of the original quantity of the A/T at the same prices terms and conditions stipulated in the original contract during contractual period. In special circumstances UGVCL will reserve the right to place repeat order / additional order up to 100% quantity mutually agreed upon.

25. **DELIVERY SCHEDULE OF UGVCL:**

Delivery of materials is desired as under:

a) Submission of sample/Drawing.	Within commencing period.
b) Approval of Sample/Drawing.	No separate commencement period will be given.
c) Commencement of supply after	As per the details Shown in Schedule – “A” of the relevant Tender.
d) Qty. to be supplied. Month wise / Quarter wise supply after Commencement period	

Supplier is liable to get the drawings / Sample approved within the commencement period.

Supplier should indicate deviation in delivery period if any. The delivery period will be reckoned after four days for Gujarat based firms and seven days for out state firms from the date of dispatch of the order. **All necessary formalities are to be completed within the commencement period instead of vague period. If specific period is not quoted, the delivery period, best suitable to UGVCL will be considered and in such case, no subsequent complaint will be entertained.**

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

26. DELIVERY PERIOD:

The Tenderers will have to **quote a firm delivery schedule on month / quarter wise basis** as specified subject to the force Majeure conditions as accepted by DGS & D. Tenderer should mention their delivery period in Annexure - 5 of this tender document. Time being the essence of this tender, delivery period shall be strictly adhered to. Delay in execution of order on account of any other reasons will be subject to levy of penalty.

(a) The date of inspection of materials will be reckoned, as the date of dispatch, provided the due quantity of materials are offered for inspection giving two week's **time to UGVCL for arranging the inspection. No tentative date, tentative quantity for inspection should be given and if given the same will be ignored and the same will not be treated as call for inspection.** In case the material is offered for inspection on the last week of the scheduled period, the same will be considered as delay in delivery and will be liable for penalty in terms of the contract. **All the ordered materials should be offered for inspection strictly as per delivery schedules as mentioned in the detailed order, without linking to payments by UGVCL.**

(b) In case the materials are supplied later than the date of contractual delivery schedule, materials may be accepted by UGVCL subject to levy of penalty as per clause no.28 for Penalty for late delivery. In that case the penalty will be levied from the last date of delivery schedule and up to the TRC date. The delivery period will include the time required for pre-dispatch inspection of materials.

However, if the material is not kept ready for inspection after intimation of the said quantity then all consequences will be to suppliers account and UGVCL will recover the actual expenses of to & fro travelling fares plus Rs.1000/- per day per employee.

(c) In order to avoid delay in dispatch of the inspected lot materials, if the materials are found OK then written dispatch instruction will be given by UGVCL inspector at suppliers works and the date on which these written instructions are issued will be reckoned as date of dispatch instructions and materials are to be dispatched to respective consignees within 15 days thereafter OR if written dispatch instructions are not given by UGVCL inspector at works, then materials are to be dispatched to respective consignees within 15 days from date of DI received by you, from UGVCL.

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

All the inspection results for the inspected materials carried out at the first instance will be binding to the supplier irrespective of passing the tests OR failure. If the supplier re-offers the same materials for re-inspection then it will be solely at UGVCL' discretion to accept the same or not. If the subsequent testings are to be carried out, then all the expenses of the inspector and other expenses incurred by UGVCL will be to tenderers account. This will be binding on you.

27. SUPPLY OF MATERIALS AT UGVCL STORES:

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

28. PENALTY FOR LATE DELIVERY:

In case, the materials are not delivered within the period stipulated in the order, penalty shall be levied at ½% per week on the prices (**End cost with sales tax**) subject to maximum 10% reckoned on the value of late delivered supplies.

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

“D.G.S & D. FORCE MAJEURE CLAUSE”

“If, at any time during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, act of the public enemy, civil commotion, sabotage fires, floods, explosion, epidemics, quarantine restrictions, strikes lockouts or acts of God (hereinafter referred to as event)”, then provided notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence there of neither party shall by reason of such event be entitled to terminate this contract nor shall either party shall have any claim for damages against the other in respect of such non-performance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to end or ceased to exist, and the decision of the Secretary as to whether the deliveries have been so resumed or not shall be final and conclusive.

Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Secretary, which shall be final, all unused undamaged and acceptable materials brought out components, and stores in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the Purchaser may be deem fit excepting such materials, brought out component and stores as the supplier may with concurrence of the Purchaser elect to retain”.

29. EXTENSION IN CONTRACTUAL DELIVERY DATE:

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

However, such extension will be subject to the following conditions shown hereunder.

- a) That no increase in price on account of any statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty leviable in respect of the stores specified in the said acceptance of the tender which may take place on or after the contractual delivery date of the A/T referred to above shall be admissible on such of the said stores as are delivered after the original contractual delivery date, and
- b) That notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which has become effective on or after the contractual delivery date of this said A/T shall be admissible on such of the said stores as are delivered after the original contractual delivery date.
- c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or on account of any other tax or duty or on any other ground as stipulated in the A/T, which takes place or on after the contractual delivery date of the said A/T.

30. REPLACEMENTS OF GOODS BROKEN, DAMAGED OR SHORT:

In the event of any stores or part thereof being broken or damaged or received short during transit or during the testing and trial at site before commissioning in service the suppliers shall replace the same free of cost. However, UGVCL will arrange recoveries of amount equivalent to cost of such damaged / broken / short supplied materials before actual replacement is given.

31. POST TENDER CORRESPONDENCE / ENQUIRIES:

Any correspondence or enquiry subsequent to opening of Technical and Commercial bids is not desirable, if the same is indulged into, it will be considered for disqualifying the tender. The Tenderer will be required to abstain from pursuing / canvassing the matter, directly or indirectly with any Officers of UGVCL, as otherwise the same would also amount to disqualification of the tender.

32. Tenderer must submit offers / bids along with requisite descriptive literature etc. **in Duplicate** (separate sets) clearly indicating as Original and Duplicate duly signed and stamped by them.

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

33. **TEST CERTIFICATES:**

Test Certificate for the stores as per relevant BSS / ISS shall be submitted in Triplicate for our approval prior to dispatch of stores and should be dispatched only after the test certificates are approved. Supplier will be responsible for any expenditure that consignee might incur if the goods stand rejected on this account. Further, UGVCL will not be responsible for any delay in payment on this account.

34. **TYPE TESTS:**

All the necessary Type tests will have to be carried out before submission of the tender and to be submitted alongwith the Technical Bid. The Type Tests which are more than 05 (Five) years old will not be considered (except otherwise specifically mentioned in the Guaranteed Technical Particulars i.e.GTP's.) and such tenders will be rejected. All the required type tests should not be older than 5 (five) years. All the required type tests on one particular item must have been conducted in the span of one year only. If the type tests for the tendered items are not carried out before the submission of the tender, then it will at UGVCL sole discretion to accept them or NOT. However, depending up on UGVCL requirement, if the Letter of Intent (LOI) is placed subject to submission of type tests, then in such cases all the necessary Type tests will have to be carried out by the firm within 30 (Thirty) days of the issue of LOI or at UGVCL discretion, failure to do so the LOI stands cancelled and the detailed purchase order will not be placed and no further correspondences in this matter will be entertained at any cost and will be outrightly ignored.

35. **The purchaser (i.e. UGVCL) shall have the right to make any changes, additions / deletions or modifications in any terms / conditions of the tender and / or specifications as may be deemed necessary by UGVCL at its sole discretion at any time before the due date of opening of the tender.**

36. **Tenderer should furnish a list of orders for similar items executed by them indicating the name of the party and their order reference to whom they have supplied, to be furnished in Annexure- 6. Failure to do this will result on suppliers tender being rejected without any reference. In case of bought out items they should furnish the back up guarantee from their principals.**

37. UGVCL does not accept the printed conditions of any Tenderer. It will be ignored without any reference; hence tenderers should withdraw such printed conditions if they have any.

38. The materials should be offered strictly confirming to ISS / BIS / Tender specifications given in the tender. If the tenderer's desires to quote **with any technical deviations** they should specifically quote the deviation & the ISS or BIS Nos. in the body of the tender itself under **the respective Annexure** of this tender document.

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

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

40. **ADVANCE INTIMATION TO THE CONSIGNEE:**

When R.R. is obtained and materials dispatched R.R. No. Wagon No. etc. should be intimated to the consignee in advance, preferably by phone / fax / telegram so that he may arrange to take delivery at the receiving station against indemnity bond, in case R.R. is not received. Also if the unloading requires use of crane, such Advice should also be issued by telegram, to the consignee indicating the weight, size of the package, wagon No. etc. so that he may make arrangements for crane in advance. In case if UGVCL has to incur any extra expenditure for want of advance information, the same would be recovered from the suppliers. **ALL THE SUPPLIERS SHOULD INTIMATE THE CONSIGNEES WELL IN ADVANCE ABOUT THE DELIVERY OF THE MATERIALS AS PER THE "DISPATCH INSTRUCTIONS" GIVEN, SO AS TO FACILITATE FOR UNLOADING OF THE MATERIALS AT SITE.**

41. **TENDERERS SHOULD FURNISH THE FOLLOWING DETAILS:**

- (1) Sales Tax Registration No. Date and issuing authority.
- (2) Registration No. under shops and Estt. Act and issuing authority.

- (3) Registration No. under Small Scale Industries / National Small Scale Industries Corporation (NSIC) or under DGTD etc. - Submit Notarized copy for the same.
- (4) A list of the Partners / Directors with the permanent as well as present address, phone & fax numbers and other details like their relationship, if any with UGVCL employee should be furnished along with the tender.
- (5) List of machinery and production capacity and Items manufactured.
- (6) List of pending orders (with orders Nos. & date) and customer's name and address and orders executed so far **with other Electricity Board's/GUVNL(Formerly GEB).**
- (7) Audited Accounts of last three years of the firm.
- (8) Performance reports if any.
- (9) **The valid Notarized copy of relevant and valid BIS License copy along with all enclosures. Provisional BIS / IS Registration Certificates are NOT allowed. If the firm is certified ISO Company (Provisional Registration Certificates are NOT allowed), then all the relevant documents duly Notarized be furnished.**
- (10) Consent letter from their principals to manufacture such items.
- (11) All the testing equipment MUST have been calibrated upto date. The details for the same may be submitted.
42. **Revision of prices or any commercial terms affecting the price after opening of technical bids shall not be considered and will be ignored.**
43. Tenderers should indicate the name of their partners of their manufacturing firm.
44. **Please give suitable declarations as under:**
I / We declare that we are manufacturer for all the tendered items.
45. Tenderer should specifically mention in the offers and should indicate in Block letters the name of the Partners / Proprietor / Directors who is / are the signing authority.
46. **GUARANTEE:**
If the goods, stores and equipments found defective due to bad design or workmanship the same should be repaired or replaced by you free of charge if reported within **18**months of their receipt at site or **12** months from the date of commissioning of equipments whichever is earlier.
- You will be responsible for the proper performance of the equipments / materials for the respective guarantee period.
- 47) **PERFORMANCE GUARANTEE (PG): (Should be paid within 30 (thirty) days after receipt of order).**

The Bidders shall have to submit the performance Guarantee in the form of Bank Guarantee to cover the entire execution and warranty period wherever applicable for the items to be purchased, as tabulated hereunder. The performance Bank Guarantee covering the execution of the contract will be returned ONLY on successful execution of the contract and on receipt of the Bank Guarantee towards warranty, whereas the Bank Guarantee towards warranty will be retained till completion of the warranty period. These Bank Guarantees shall be applicable for all the Bidders irrespective whether they are SSI / NSIC units.

Sr. No.	items	Amount.	Mode of payment of Performance Guarantee amount
1	Distribution Transformers (All types)	10% of the contract value in the form of Bank Guarantee to cover execution period and 2% of the contract value in the form of Bank Guarantee to cover the warranty period.	For all the cases the, Performance Guarantee amount will have to be paid either in the form of Bank Guarantees of Nationalized Bank OR in Cash / Demand Draft.
2	Meters of all types	10% of the contract value in the form of Bank Guarantee to cover execution period and 5% of the contract value in the form of Bank Guarantee to cover the warranty period.	
3	Conductors, Cables, Insulators, Steel Items	10% of the contract value in the form of Bank Guarantee to cover execution period and 2% of the contract value in the form of Bank Guarantee to cover the warranty period.	
4	Metal Meter Boxes, G.I.Wires, Stay Wires, Earthing Plates, Kit-Kat fuses, L.T.Distribution boxes, Transformer Oil, Line Hardwares, and PVC Pipe.	10% of the contract value in the form of Bank Guarantee to cover execution period and 2% of the contract value in the form of Bank Guarantee to cover the warranty period is required to be submitted except for Metal Meter Boxes, G. I. Wires, Stay Wires and Earthing Plates.	

5	Transmission items (other than mentioned above) including Switchgears, Circuit Breakers, CTPT, Isolators, Power Transformers, CVT, C & R Panels, PLCC and Communication items, Battery Sets & Chargers etc..	10% of the contract value in the form of Bank Guarantee to cover execution period and 10% of the contract value in the form of Bank Guarantee to cover the warranty period.	
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NOTE :

For all items other than specified as above, the bidders shall have to submit Bank Guarantee worth 10% of the contract value to cover the execution period and Bank Guarantee worth 10% of the contract value to cover the warranty period as per the Terms and Conditions of the Tender.

The Performance Guarantee for the tendered items wherever applicable as above shall be furnished in the form of D.D./Cash and by Bank Guarantee of **Nationalized Bank**, by the successful Tenderer for satisfactory performance of the materials, which should be valid for 12 months from the date of commissioning OR 18 months or **as specified** from the last date of delivery of supply whichever is earlier. The PG submitted should be for the full period i.e. 18 / 24 / 36 / 48 / 60 Months OR whatever applicable as per Technical Specifications and **should have a clear one time validity for the full period. PG for an interim period will not be allowed.** However, in case of expiry of PG before the said period the same should be got extended / renewed till the completion of said period by the Tenderer **at least one month before the expiry of the validity failing which MGVCL will be at liberty to encash the same, without entering into further correspondence, formalities, etc. in the matter.**

“No Stage-wise Bank Guarantees will be Acceptable in any case.”

48) REPLACEMENT AGAINST FAILED TRANSFORMERS WITHIN SUPPLIERS GUARANTEE PERIOD.

The suppliers shall have to provide exchange facility against the transformers failed during guarantee period by way of providing new transformer of similar rating and specifications, to facilitate replacement against the failed transformer, failing which the Bank Guarantee submitted by them will be en cashed without any notice and any further action, if any at the discretion of the Company will be taken subsequently.

49) EVALUATION :-

The firm whose supply against the previous order is pending as on the date of opening of the tender even after completion of their contractual delivery period, such firm will not be eligible for evaluation purpose unless convincing and sufficient reasons satisfactory to M/s. UGVCL are furnished by the bidder.

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

51 UGVCL would prefer the offers from manufacturers directly. All the manufacturers should quote for those items, which are actually manufactured at / rolled by their plants. This should be strictly adhered.

The Tenderer should ensure that minimum production, manufacturing and routine testing facility required for manufacturing of the tendered products as per IS standard is available in-house. If the same is available else where, then UGVCL reserves right to reject the offer outrightly.

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

52 OTHER CONDITION OF SUPPLY:

GUVNL (Formerly GEB) General Conditions of contract will apply to all supply to contracts and supplier will be deemed to fully aware of GUVNL(Formerly GEB) general conditions of contract for the supply of plant equipment and materials except the conditions modified in this commercial terms and conditions and any ignorance of these conditions will not exempt supplier from their liability to abide by the same. Copies are available from UGVCL Office.

53 Although the materials have to be supplied as per ISS and or as per the tender specifications, UGVCL will take random samples from the materials supplied and subject them to tests according to ISS in approved laboratories. The materials should stand

these and if the materials do not stand these tests, they will be summarily rejected and the supplier should make immediate arrangement to replace them (i.e. available materials at stores) with standard materials and after getting them duly inspected.

- 54 UGVCL also reserves the right to accept the whole or part of such supplies or of the utilized materials and recommend reduced prices taking into account the defects noticed. Such reduction for the whole lot will be **maximum upto 30% (Thirty) of the End Cost Price**, provided UGVCL accepts the materials. **In this respect the decision of UGVCL will be final and will be binding on the supplier.**
- 55 If in any company, the interest of any employee of the UGVCL. or his relative as defined in Section VI of the Company's Act. 1956, is 10% or more, UGVCL will not deal with such company at all. Tenderer therefore, must specifically disclose this fact in his technical Bid. Non-disclosure of such facts would disqualify the Tenderer for further dealing with UGVCL.
- 56 The materials offered for inspection shall be in duly packed condition ready for putting the embossing of the seal by the inspector on the lead seal which is provided on the packing by the supplier by passing a sealed wire through it, as per our approved method. The Inspector will inspect only a few packages and select samples at random for testing or testings as per relevant ISS / BIS / Tender specifications. On passing of which, he will emboss his marking on the seal thereafter provided on the packages, which will be only few.
- 57 **AUDIT INSPECTION:**
From the lots inspected by the User Department Inspector, the Inspector of Audit Inspection Wing may pick up samples from the lots supplied at RSO's of UGVCL or other stores of UGVCL at random for quality check only.

The samples picked up will be tested for acceptance test / type test or as decided by UGVCL at Government approved laboratory in presence of representatives of supplier and UGVCL as per relevant ISS/BIS/ UGVCL specifications. The test results will be binding on the suppliers and UGVCL, in general will not allow re-sampling. If the material fails in any of the acceptance tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to consumption of the materials then in that case for whole of the rejected lot, UGVCL will deduct **maximum upto 30% (Thirty) of the End Cost Price**. **If the same are not utilized / consumed, then UGVCL may ask for replacement at sole discretion of UGVCL or may accept with maximum deduction upto 30% (Thirty) of the End Cost Price**, and all these will be binding on the supplier.

In case if the materials does not confirm to specifications or fails at Government approved laboratory or other laboratory decided by UGVCL for testing and if subsequent testings are to be carried out (which will solely at UGVCL discretion), then all Testing fees, expenses of the inspector and other expenses incurred by UGVCL will be to supplier's account. The decision in this regard for acceptance as above of UGVCL shall be final and this will be binding on the supplier.

- 58 **INSPECTION:**
All supplies are to be offered to the inspection and approval of UGVCL. UGVCL will depute an officer or authorize D G S & D, OR any other Govt. or Govt. Approved agencies (Not private) to carry out the inspection on behalf of UGVCL. At least 30 days notice should be given prior to the dispatch of the stores in case of plants and equipment's and 15 days notice in case of general stores, in order to enable UGVCL to detail on inspection. UGVCL also reserves the right to waive the inspection before dispatch and authorize the consignee to carry out the final inspection on receipt of the stores at site.

- 59 **TERMINATION OF CONTRACT:**
In case, the supplier fails to deliver the stores / materials / equipments or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and/or the approved sample, UGVCL shall exercise its discretionary power either:

- a) To recover, from the supplier as agreed, by way of penalty clause above, or
- b) To purchase elsewhere after giving due notice to the supplier on account and at the risk of the supplier such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery or
- c) To cancel the contract.

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

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

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

60 ARBITRATION:

All questions, disputes or differences whatsoever which may at any time arise between the parties to this agreement touching the agreement or subject matter thereof, arising out of or in relation there to and whether as to construction or otherwise shall be referred to the decision of the Sole Arbitrator, appointed by the CMD of UGVCL, for that purpose, who shall be a retired High Court Judge or retired District and Sessions Judge, and the decision of the said Arbitrator shall be final and binding upon the parties. Reference to the arbitration shall be governed by the provisions of Indian Arbitration & Conciliation Act. 1996 as amended from time to time and the rules made there under.

61 JURISDICTION:

All questions, disputes or differences arising under out of or in connection with the Tender / Contract if concluded shall be subject to the exclusive jurisdiction of the court under whose jurisdiction the place from which the tender / Acceptance of tender is issued, is situated i.e.Mehsana.

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

63 SUBMISSION OF OFFERS:

The firm having single legal entity and having two or more works / factory and submits offers from two or more different works / factory, in such case UGVCL will consider only ONE lowest offer for allocation of quantity.

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

64 The Tenderer if being an agent, who submits its offer to UGVCL, will have to give information and declare the name of the principle from which he will procure the materials and supply to UGVCL alongwith company's written confirmation about quality and backup performance guarantee. Only on getting complete information from Agent, such offer if found suitable shall be taken in consideration.

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

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

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

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

68 QUANTITY TOLERANCE: (When the Order placed is in terms of Weight basis/Length basis).

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

The weighment recorded at our consignee shall be considered final for purpose of payment. However where the weighbridge facility are not available and / or weigh bridge is out of order or under capacity, material will be accepted on sectional weight basis / weight recorded at any other nearby weighbridge. If the materials are accepted on sectional weight basis and for weighment difference, the tolerance will be allowed as per provisions of IS: 1852 for weight tolerance.

69 **The names of the Partners / Directors / Sole Proprietors and responsible person and his updated Address / Telephone, Fax Numbers (Office & Residential) etc. should be invariably mentioned in the Annexure – 10 of this tender document.**

70 **The Tenderer must give in his offer, the full name and address with phone, Fax & mobile numbers of the Authorized Representative if any, who has been authorized by the Tenderer to do liaison work with UGVCL on their behalf. Only one Authorized Representative is allowed.**

71 The tenderers **should invariably write the name and address of the Company, both on sealed covers of EMD, Technical & Price Bids.** Otherwise the tender covers without the name and address will not be opened which may please be noted.

- 72 **THE TENDER SHOULD BE SENT BY R.P.A.D. OR BY SPEED POST ONLY AND ADDRESSED TO OFFICER ON SPECIAL DUTY, UTTAR GUJARAT VIJ COMPANY LTD, REGISTERED OFFICE,VISNAGAR ROAD,MEHSANA-384001. (NO COURIER SERVICE WILL BE ALLOWED). HAND DELIVERY OF TENDERS NOT ALLOWED.**

DELAYED AND LATE TENDERS:

NO TENDER SHALL BE ACCEPTED / OPENED IN ANY CASE WHICH ARE RECEIVED AFTER DUE DATE AND TIME OF THE RECEIPT OF TENDER IRRESPECTIVE OF DELAY DUE TO POSTAL SERVICES OR ANY OTHER REASONS AND UGVCL SHALL NOT ASSUME ANY RESPONSIBILITY FOR LATE RECEIPT OF TENDER. ANY CORRESPONDANCE IN THIS MATTER WILL NOT BE ENTERTAINED.

- 73 **All the suppliers / manufacturers should possess high quality ISO 9001 / ISO 9002 Certificate within 2 years. Other things being equal the company possessing the ISO 9001 / ISO 9002 license will be given preference if other requirements match.**
- 74 **The tenderers are required to furnish the technical information and the Guaranteed technical particulars (GTP) along with company seal and signature of the Tenderer on each and every page / papers of the tender documents.**
- 75 **The samples if any as indicated in Schedule “A” of the tender, must be submitted before opening of the tender to: Executive Engineer, Regional Store Office, UGVCL, Mehsana**
- 76 **All the costs of the stamp papers, other than required for payment is to be made through SIDBI / ICICI by UGVCL, are to be borne by you as per the Govt. Of India’s latest guidelines.**
- 77 **Tenderer should invariably fill up all the details of all the Annexures including the prices in the **Price Bid Annexure of this tender document.** This is mandatory. Also all the Annexures should be duly signed by authorized signatories with their rubber stamp and along with Company’s Rubber (Round) seal / stamp affixed on each paper.**
- 78 **EMBOSSING OR ENGRAVING:**
The successful Tenderer wherever possible, will require to emboss / engrave the words “Property of UGVCL” along with the purchase order number on the items such as Insulators, Hardware accessories, Lighting Arrestors, Transformers, Meters, Metal meter boxes, Switches, Distribution boxes, Cable boxes, M.S.Beams and other items as required by UGVCL. Also suppliers should emboss / engrave / affix their company nameplate with details OR manufacturer’s name and trademark
- 79 **If the Tenderer fails to pay the Security Deposit or defaults in execution of the orders placed or if UGVCL suffers any financial loss due to this, then UGVCL will be at liberty to adjust the amount from other orders of the same firm or by encashing the Bank Guarantee.**
- 80 **MINIMUM TENDERING QUANTITY:**
The Tenderer must have to offer for minimum quantity as under for all their offered / quoted tendered items and also have to accept UGVCL delivery conditions given in the tender.

1. In respect of tender items like Distribution Transformers, Single Phase and Three Phase Metal Meter Boxes (MMB's), Conductors, Cables and LT Distribution Boxes, the minimum tendering quantity to be quoted shall be 15% of the quoted item of the tender.
2. For all other items, minimum tendering quantity to be quoted shall be 25% of the quoted item of the tender.

Also for both the above two cases, if the tenderer quotes for less than the minimum tendering quantity for each quoting item as will be applicable as above and / or given a delivery schedule which is longer than what is stipulated in the tender then the offer will not be considered for evaluations and offer will be ignored outrightly without any communication in the matter and any further requests after opening of the tender will also be ignored. This should be taken care of.

- 81 **The following List of Annexures and Documents (available in this tender document) should be invariably submitted alongwith with the tender:**

- 1) Schedule-“A” **Indicating the Description of Items & procurement quantities for the tender.**
- 2) Schedule-“B” **Price Bid to be submitted in the Separate Price Bid cover superscribed “PRICE BID COVER ONLY” mentioning the TENDER NO.**

- 3) Technical Specifications with Guaranteed Technical Particulars.
- 4) Form of Bankers undertaking Performa for E.M.D and S.D.
- 5) Annexures – 1 TO 13
- 6) Certificate – “A”.
- 7) Document of Important Instructions.

All the above documents should be duly filled in, signed & stamped with company’s seal should be submitted along with the Technical Bids and Schedule-“B” to be kept in the Price bid cover.

- 82 **Please note that any additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.38 of this tender document), then the Price Bids of such tenderers will not be opened and no further correspondences in the matter will be allowed.**
- 83 **All the tenderers must ensure that all the relevant documents / papers submitted with the tender should be serially numbered, properly bounded / tied together and properly documented. This must be adhered to.**
- 84 **All the above points should be complied by the Tenderers. If not, tenders are likely to be ignored without making any further reference.**

E. M. D. BANK GUARANTEE FORMAT

FOR TENDER NO. _____

APPENDIX - I
(BANK GUARANTEE ON NON-JUDICIAL STAMP PAPER OF Rs.100/-)

Messer's WHEREAS _____ (Name & Address of the Firm) having their registered office at _____ (Address of the firms Registered office) (Hereinafter called the 'Tenderer') wish to participate in the tender No. _____ for _____ of _____

(Supply/Erection/Supply & Erection Work) (Name of the material/equipment/Work)

for _____ Uttar Gujarat Vij Company Ltd. and WHEREAS a Bank Guarantee for _____ (Hereinafter called the " Beneficiary ") Rs. _____ (Amount of EMD) valid till _____ (Mention here date of validity of this guarantee which will be **4 (FOUR)** months beyond initial validity of Tender's offer) is required to **be submitted by the tenderer alongwith the tender.**

We, _____
(Name of the Bank and address of the Branch giving the Bank Guarantee)

having our registered office at _____ (Address of Bank's registered office) hereby give this Bank Guarantee No. _____ dated _____ and hereby agree unequivocally and Unconditionally to pay within 48 hours on demand in writing from the Uttar Gujarat Vij Co.Ltd. or any officer authorized by it in this behalf any amount not exceeding Rs. _____ (Amount of E.M.D.), (Rupees _____) (In words) to the said Uttar Gujarat Vij Co.Ltd. on behalf of the Tenderer.

We _____ (Name of the Bank) also agree that withdrawal of the tender or part thereof by the tenderer within its validity or Non submission of Security Deposit by the Tenderer within one month from the date tender or a part thereof has been accepted by the Uttar Gujarat Vij Co.Ltd. would constitute a default on the part of the Tenderer and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Beneficiary in case of any occurrence of a default on the part of the Tenderer and that the encashed amount is liable to be forfeited by the Beneficiary.

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

NOT WITH STANDING anything contained hereinbefore our liability under this guarantee is restricted to Rs. _____ (Amt. of E.M.D.) (Rupees _____) (In words). Our Guarantee shall remain in force till _____ (Date of validity of the Guarantee).

Place:

Date:

Please Mention here Complete Postal Address of the _____ SIGNATURE OF THE BANK'S AUTHORIZED SIGNATORY
Bank with Branch Code, Telephone and Fax Nos. _____ WITH OFFICIAL SEAL

ON STAMP PAPER OF RS.100/-

FORM OF BANKER'S UNDERTAKING (For SD & PG)

We, Bank of _____ hereby agree unequivocally and unconditionally to pay within 48 hours on demand in writing from the Uttar Gujarat Vij Co.Ltd. Or any Officer authorized by it in this behalf any amount upto and not exceeding Rs. _____ (in words) Rupees _____

_____ to the said Uttar Gujarat Vij Co.Ltd on behalf on M/s. _____

_____ who have entered into a contract for the supply/works specified below:

A/T No. _____ dated _____.

This agreement shall be valid and binding on this Bank upto and inclusive of _____ and shall not be terminable by notice or by change in the constitution of the Bank or the firm of Contractors / Suppliers or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alterations made, given conceded or agreed, with or without our knowledge or consent, by or between parties to the said within written contract.

“NOTWITHSTANDING” anything contained herein before our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until _____.

Place:

Date:

Please Mention here Complete Postal Address of the Bank with Branch Code, Telephone and Fax Nos.

SIGNATURE OF THE BANK'S AUTHORISED SIGNATORY WITH OFFICIAL ROUND SEAL

ANNEXURE – 1

Subject: Supply of _____

Reference: Tender enquiry No.UGVCL/Tech/ /
Due on date: / / 200 .

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

- 1. I / We, the under signed have read and examined the Tender Specifications in tender mentioned under reference along with the Commercial terms and conditions.**
- 2. I / We, declare that our Technical Bid is strictly in line with the Tender specifications (except the deviations shown in Annexure of Technical Deviations as per clause no.38 of this tender document).**
- 3. Further, I / We also agree that additional conditions / deviations, if any, found in the Commercial terms & conditions (except reference under clause no.38 of this tender document), our offer shall be outrightly rejected without assigning any reason thereof.**

Seal of the Firm

Signature of the Authorized Representatives of the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

ANNEXURE – 2

I / WE, confirm that following documents are attached with the technical bid of the offer.

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

Seal of the Firm

Date:

Signature of the Tenderer

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

ANNEXURE - 3

DETAILS OF THE FIRM

Tenderer may MANDATORILY fill all the details in this form.

(These details are necessary to create the database of suppliers)

Supplier Name			
Within Gujarat / Outside Gujarat			
Pvt. Firm / Public Ltd. / State Govt. Under taking / Central Govt. undertaking		(Indicate the relevant status)	
Supplier Category		Manufacturer/Trader	
Vendor Registration Letter No. & Date (If registered and Letter issued by GUVNL(Formerly GEB))			
Vendor Registration Fee		Paid / Not Paid (Tick any one, for New Entrants)	
Vendor Registration Date			
Vendor Registration Validity Period		From Date _____ to Date _____	
GST No. and GST Date			
CST No. and CST Date			
Excise No. and Excise Date			
SSI Certificate No. and Date			
NSIC Certificate No. (Should be revalidated since last 3 yrs.)			
NSIC Certificate Date.			
Whether under NSIC scheme. If Yes then Monetary limit.		Rs.	
Custom No. and Date (If applicable)			
License Type (ISO9001/9002)		ISO 9001 / ISO 9002 (Tick Applicable)	
License Validity Period		From Date _____ to Date _____	
Address of	Registered Office	Factory Works	Authorized Representative
Contact person name			
Designation			
Address			
City & Pin code			
State			
Country			
Phone Nos.(Office)			
Phone Nos.(Residence)			
Fax Nos.			
STD Code.			
Mobile No.			
Web site address			
Email-id			

Date

Place

Company's Round Seal

Signature & Seal of tenderer

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ANNEXURE – 4

UN – PRICED SCHEDULE (COPY WITHOUT PRICES)

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

ANNEXURE - 5

DELIVERY SCHEDULE

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

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

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

ANNEXURE- 6

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

Sr. No	ITEMS SUPPLIED TO	ORDER REFERENCE No. & DATE	ITEMS	QUANTITY	ORDER FULLY EXECUTE D. YES/NO	STATUS, IF ORDER UNDER EXECUTION	REMARKS
A GEB (Now GUVNL)/UGVCL							
1)							
2)							
3)							
4)							
5)							
B OTHER STATE ELECTRICITY BOARD's:							
1)							
2)							
3)							
4)							
5)							
C PRIVATE FIRMS:							
1)							
2)							
3)							
4)							
5)							

ANNEXURE – 7

LIST OF PERFORMANCE CERTIFICATES SUBMITTED WITH THE TECHNICAL BID

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

ANNEXURE- 8

LIST OF TYPE TESTS REPORTS SUBMITTED WITH THE TECHNICAL BID.

Sr. No	Type Test Report No. & Date	Tests Carried out at (Name of Laboratory)	Rating & Type / Designation of Item / Equipment	Name of the test Conducted	Results Of the Tests.

ANNEXURE – 9

LIST OF THE TENDER DRAWINGS SUBMITTED WITH THE TECHNICAL BID.

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

ANNEXURE – 10

Vendor must fill up below details & should place at the top of the Technical Bid.

1	PRICES: [FIRM ONLY] (Please Specify YES / NO.)	
2	EXCISE DUTY: [SINGLE SLAB ONLY] (Please Specify INCUSIVE / EXCLUSIVE / EXEMPTED)	
3	SALES TAX: [IN PERCENTAGE] (Please Specify INCUSIVE / EXCLUSIVE / EXEMPTED) Please quote your Sales Tax Registration No. & Date.	
4	PENALTY TERMS AGREED : (Please Specify YES / NO.)	
5	SECURITY TERMS AGREED: (Please Specify YES / NO.)	
6	P.G TERMS AGREED (Wherever applicable): (P.G. - Performance Guarantee) (Please Specify YES / NO.)	
7	DELIVERY TERMS AGREED: (Please Specify YES / NO.)	
8	VALIDITY OF THE OFFER AGREED: (Please Specify YES / NO.)	
9	PAYMENT TERMS AGREED: (Please Specify YES / NO.)	
10	ITEMS OFFERED:	
11	TELEPHONE NOS. & FAX NO:	
12	Authorized person of the firm:	
13	Name of the proprietor, partners, directors [as the case may be], along with address, telephone, fax no. etc.	
14	If Vendor Registration is Done: (Please submit copy of Vendor Registration approval letter in the EMD cover).	

ANNEXURE – 11

Vendors must furnish the below details along with technical Bid.

- I. The financial turn over for the last three years.
- II. Supply of materials in quantity for the last three years.
- III. Supply of materials in quantity to UGVCL/GUVNL for the last three years.
- IV. The yearly capacity to manufacture the materials in quantity.
- V. Quantity offered against the tender [minimum 15% / 25%]
- VI. The order on hand in quantity with delivery schedule.

.....

ANNEXURE – 12

TECHNICAL DEVIATIONS IF ANY TO BE FURNISHED IN THIS ANNEXURE ONLY AND TO BE
SUBMITTED WITH TECHNICAL BID.

REVISED ANNEXURE – 13
(UNDERTAKING IN REGARD TO QUOTED PRICE)

Sub: Undertaking in regard to quoted prices.

Ref: Tender No._____.

All bidders will have to furnish the following undertaking duly filled in, signed and stamped for each quoted item of the tender **along with the price bid.**

“This is to certify that we have not supplied the tender items viz. to other SEBs /Other Distribution, Transmission & Generation companies of GUVNL(ERSTWHILE GEB)/Power Utilities with this tender specification of UGVCL at lower Unit Ex-Works price than the Ex-Works prices quoted in this tender by us for the same item during last Six (6) Months.”

The prices quoted by us for the same item to other SEBs during the last six (6) months are given below:

Signature of the Tenderer

Seal of the Firm

This is to be submitted in separate Sealed Cover super scribed “Undertaking in regard to quoted price” and should be placed in Price Bid Cover.

.....

Tender for Supply of _____

Tender No.UGVCL/Tech/

On Firm's Letter Head

Due On:

CERTIFICATE – “A”

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

Seal of the Firm

Place:

Date:

Signature of the Tenderer

With Designation.

UTTAR GUJARAT VIJ COMPANAY LTD.
Corporate office: - Visnagar Road, Mehsana -384001

Tender No.UGVCL/TECH

Due On:

IMPORTANT INSTRUCTIONS

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

“This is to confirm and certify that the offer submitted by me is strictly in accordance with UGVCL Tender specifications, Guaranteed Technical Particulars and drawing as mentioned in the Tender Specifications. **There is no commercial or Technical deviation (except the deviations shown in Annexure of Technical Deviations as per clause no.38 of this tender document) in the offer from UGVCL Tender Specification.** I undertake to abide by UGVCL Technical specification / Guaranteed Technical Particulars / Drawing, I undertake to supply materials strictly as per UGVCL Technical specification / Guaranteed Technical Particulars / Drawing, even if any technical deviations are mentioned by me. I also undertake to abide by all commercial conditions of UGVCL, including delivery schedule.”

(Signature of the Tenderer)

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

FORMAT FOR VENDOR REGISTRATION

1. (a) Name of the factory / firm :
- (b) The date of commencement of production :
2. Address of the factory / firm :
3. Address of the registered Office :
4. Whether Proprietary Pvt. Ltd. Or Public Ltd. :
5. Name of the Directors / Tender / Partners :
6. Total Investment excluding Loan Capital (Please attach Certified true copy of the latest balance sheet) :
7. Loan Capital :
8. Product / product manufactured and or assembled traded. :
9. Area of land occupied by the factory :
10. Built up area of the factory :
11. No. Of Shifts in the factory :
12. (a) Factory License No. :
- (b) Small Scale Certificate No. :
- (c) Value of Plant and Machinery certified by SSI in case of SSI Units, alongwith the date of assessment of said value. :
13. Whether the product manufactured carry ISI mark (Please Specify YES / NO.) :
14. Whether registered with other Electricity Board GUVNL (Formerly GEB)DGS&D, Other Govt. & Semi-Govt.Deptt. & Validity thereof :
15. Details of machinery installed with their capacities. :
16. Details of testing equipment with their capacities. :

Date

Place

Company's Round Seal

Signature & Seal of tenderer

17. (A) Qualified personnel's working in the :
 Factory / Office, their academic
 qualifications and Experience.

a) Managerial	Name	Qualifications	Experience
b) Production / Work staff			
c) Quality Control staff			

(B) Other personnel's working in the :
 factory and their experience

- i) Skilled
- ii) Unskilled
- iii) Other

18. Is testing record maintained :
 and if so, since when

19. Method adopted for :
 Quality control

20. Is the person in charge of quality :
 Control Independent of production control

21. Distinguished marks or methods employed :
 to identify their, material if any.

22. Source of supply of Raw material :

23. (a) Production Capacity :
 per annum (in quantity as well as value)

(b) Maximum production :
 per annum (in quantity as well as value)
 achieved so far

24. (a) Orders executed (lists of important :
 orders showing the quantity, value to
 be attached) in the last 2 years, which
 details of name of purchaser, Purchase
 Order No. & date, material supplied etc.

(b) Please confirm whether your firm is stop :
 dealed / blacklisted by UGVCL form any of
 the offices. This is a must.

(c) Total turn over for last 3 years :
 individually.

25. Estimate of stocks of raw material held :
 and the estimated Production on single
 shift basis from the stock so available.

26. Result of sample Testing :

27. Whether the firm possesses ISO 9001 / ISO 9002 Certificate:

28. Remarks :

DOCUMENT

Following documents whichever applicable are to be attached in triplicate

- 1) **Partnership Deed or Article of Association**
- 2) **Latest Audited Balance Sheet**
- 3) **Factory License**
- 4) **Registration Certificate**
- 5) **ISI License**
- 6) **List of Machinery**
- 7) **List of Testing equipment's**
- 8) **List of Orders executed**
- 9) **ISO 9001 / ISO 9002 Certificate Details:**

UTTAR GUJARAT VIJ COMPANAY LTD.
Corporate office: - Visnagar Road, Mehsana -384001

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

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

Remarks :

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

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

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

Date :

Yours faithfully,

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

Opened by me E.E. / S.E.(Tech) / C.E.(UGVCL)

Price of the Tender Form Rs.

(Non-Refundable)