



UTTAR GUJARAT VIJ COMPANY LIMITED

TERMS AND CONDITIONS

Tenderer should submit tender in two separate bid 1) Technical bid 2) price bid. Both the bids technical & price bid, and the samples if any should be submitted simultaneously along with separate EMD cover in the respective envelopes and superscripted accordingly (duly sealed), so as to reach this office not later than 03.00 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 received after the due date and time will not be accepted and the offer will be ignored out rightly. NO LATE TENDER / DELYAED TENDER SHALL BE CONSIDERED.

The samples as per the tendered technical specification and requirement must be submitted during working day only and not later than 2.00 P.M. on due date to the following address only.

The, Deputy Engineer, Regional Store Office, Uttar Gujarat Vij Company Ltd.,
Visnagar Road, Mehsana - 384 001.

The sample of the successful bidder (i.e. on whom the order will be released) will be kept up to the last supply of material.

Technical bid should contain Technical specification, Terms and Condition and other detail as per IX of Technical specification duly signed and stamped.

Price Bid should contain Schedule A &B duly signed and stamped.

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.

Validity of Tender:

All tenders shall be opened for acceptance by the undersigned for the period of 120 days from the date of opening of the tenders and the tenderers shall be bound to supply on such acceptance at quoted rates. All quotations submitted against this tender shall be deemed to comply with this conditions & rules unless otherwise agreed.

Conditions:-

1. The tenderer must quote his rate per unit specified in the Schedule-"B". In figures as well as in words.
Any correction in units and specifications and in rate etc. will not be allowed on any ground after tender has been submitted.
2. The tendered rate must include in general.
(A) All charges inclusive containers and packing

Date:	Seal & Signature of Tenderer
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Regd. & Corporate Office: Visnagar Road, MEHSANA - 384 001 (North Gujarat)
Telephone: (02762) 236254
Website: www.ugvcl.com

Fax: (02762)236256/ 223574
e-mail: sp@ugvcl.com



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- (B) Rate to be quoted FOR destination
(C) All charges such as freight, insurance, octroi or any other local tax should be included in quoted rate.
(D) All corrections what-so-ever made in the tender must be signed by the tenderer.
(E) Rate must be quoted without any conditions.
(F) In case of difference between rates in figures and words, rates will be considered which shall be favorable to the company.
3. The tenders are prohibited from making any addition alteration on the description of articles mentioned in the schedule. The tenderer shall either quote rate for the articles described in the schedule or write the words "NO RATE" against each item.
4. The tenderers must specifically, State whether the ST & CST charged extra or otherwise, if, he is a registered dealer, than registrations No. may be quoted.
5. All tenders must be submitted in the schedule attached and must be clearly & legibly filled. Tenderers required to sign the form of tender & schedule of rates unsigned, tender shall be rejected.
6. **Earned Money Deposit:**
(A) EMD 1% of tender value- as indicated on the front sheet should be paid by the tenderer in Cash or DD on any schedule bank in favour of UGVCL.
(B) Tender without earnest money (EMD) will not be considered for acceptance.
(C) EMD will be forfeited in case the successful tenderer (after his tender has been accepted) fails to pay the prescribed security deposit.
7. **Acceptance of Tender:**
(A) The UGVCL does not bind to accept the lowest or any tender or to give any reason assigned for the rejection of any or part of a tender. It is also not binding him to disclose any analysis reports.
(B) The undersigned shall reserve the right to order less or more than the quantity specified in the tender. He further reserves right to split the tender among two or more supplier and can place order item wise also.
(C) The undersigned reserves the right of rejection of any tender which does not confirm to any of the conditions.
8. **Security Deposit:**
Successful tenderer must pay 5% of order value as security deposit.
9. **Penalty of late deliver:**
In case if the materials are not delivered in time the contractor shall be liable to pay (at the desecration of the competent authority) penalty of 1/2 % per week of the price subject to maximum of 10% reckoned on the contract value of such incomplete portion of materials, including the part supplied which could not be brought into use in time.
Due to consideration will be given in the levy of penalty for reasons absolutely beyond the control of the supplier for which necessary evidence will have to be produced to the satisfaction of the competent authority.
10. All or any articles against this contract will be subject to the approval of CE/ACE or any other officers deputed for the purpose. He is at liberty to reject any or the

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- whole lot which is not as per specifications and approved sample and the undersigned is empowered to split-up the tenders.
11. In case of any dispute regarding workmanship, quality or any defect found, the undersigned will have full right to reject entire lot or to recover the cost per articles and his decision will be final and binding to the supplier.
 12. In case of failure to supply, the Officer-in-charge is at liberty without any further notice to the contractor to purchase the same at the risk and cost of the contractor and to prefer the claim for difference which shall include 15% supervision charge.
 13. The supplier will be deemed to be fully aware of the general conditions of contract & any ignorance of these conditions will not exempt him from his liability to abide.
 14. The discount if any offered may be quoted in this schedule only. Any discount amount offered at a later stage will not be considered.
 15. Conditional tender will not be accepted and tenders received late will not be considered.
 16. Normally payment of bills will be arranged within 30 to 45 days.
 17. **Extension in Delivery Date:**
It is the responsibility of the supplier to ensure that the articles are delivered within stipulated period. In case there is any likely hood of delay in supply, requested for extension in the delivery with reason shall be made at least 10 days prior to the expiry of the contracted delivery date. Grant of extension in time limit will be at the option of the company.
 18. In case of successful tenderer being partnership firm, the partnership deed will have to be produced in this office for verification.
 19. **Dispatch Instructions:**
The rates accepted are for supply at our Division Store and nothing extra will be paid. The entire incidental will be to supplier's A/c.
 20. **Sample:**
Tenderer shall send sample. All samples must be properly labeled and sealed by tenderer.
 21. **Opening of Tenders:**
Tender will be opened on the schedule date and time if possible.
 22. Tenders must be submitted in envelopes which must be properly sealed by the tenderer with their office seal and must be super scribed with the following...
(a) Tender No. (b) Opening Date (c) Name of Material
It is responsibility of the tenderer to see that, the tenders are received at company's office or tender box within the stipulated time and date.
 23. All materials supplied shall be as per description and specification laid down for them and as per the approved standard samples.

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24. Transit Insurance:

The rates called for delivery at our stores. Hence, the tenderer will have take transit insurance at his cost. The supplier will be responsible for free replacement of damaged supply.

25. Period of Contract:

The contract will be remain in force for period of 12 months from the date of A/T. The contractor shall on completion shall on completion of the work, prepare and render the final detailed material account received by him from concern UGVCL store within one month from the date of completion of work. If, however, the contractor does not render the material account, regd. A.D. notice will be issued to the contractor to render the material account within 10 days from the date of notice, failing which the material account will be finalized and recoveries will be made as per the company's procedure which shall have to be accepted by the contractor and dispute if any raised shall not be entertained.

26. Delivery Period:

In the event of the tender being accepted for the whole or any portion of the articles, tenderer shall execute orders within 12 months from the receipt of the order. The work shall have to be taken up on hand as per the priority fixed by this office. The delivery period specified shall be strictly adhered to. Delivery period will be considered from the date of receipt of the order by the supplier.

27. If the supplier is a non registered dealer i.e. having No Sales Tax Registration No. then equal amount of purchase tax payable to the Govt. will be deducted from his bills. This fact may be clearly taken into account while quoting the rates.

28. The company reserves the right to inspect your factory at any time during the currency of contract and also to inspect each manufactured lot before Testing/Packing/Dispatch.

29. Detail order will be placed by Addl. Chief Engineer/Supt. Engineer of concern circle for below shown quantity; successful bidder has to make all correspondence for work and up to payment with concern circle office only.

Sr. no.	Name of Circle	Quantity for order to be placed by circle in KM.
1	Mehsana	50
2	Sabarmati	15
3	Palanpur	350
4	Himatnagr	100
Total		515

30. Guarantee:

Contractor has to give **36 calendar months guarantee for XLPE coating** from the date of handing over the material to concern circle. If any defect arise during guarantee period than contractor will rectify same free of cost.

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31. Indemnity Bond:

The contractor will have to execute an indemnity bond on stamp paper of Rs. 100/- at his own cost before commencement of work stating that the matter concerning that for any accident to the contractor's staff/equipment or any person or any either fatal or non fatal due observing of safety measures, UGVCL, shall not be responsible.

32. Agreement:

The contractor will also have to execute an agreement on non-judicial stamp paper of Rs. 50/100/revenue stamp affixed on it, in line of acceptance of contract.

33. Validity:

All offer should be kept valid for acceptance for a period of 120 days from the date of opening of tender.

34. Income tax:

Income tax will be deducted from contractor's bill.

35. The general terms and conditions relating to works, as standardized by the Company. But not specifically brought out therein above shall also be made applicable to the proposed contract and will be binding to the successful tenderer.

36. Jurisdiction: All disputes will be subject to Mehsana's jurisdiction.

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